CITY OF SOUTH PASADENA
CITY COUNCIL

AGENDA

REGULAR COUNCIL MEETING
WEDNESDAY, DECEMBER 18, 2024 AT 7:00 PM

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

Public participation may be made as follows:

- In-Person – Council Chambers, 1424 Mission Street, South Pasadena, CA 91030
- Live Broadcast via the City website – http://www.spectrumstream.com/streaming/south_pasadena/live.cfm
- Via Zoom – Meeting 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.

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/82599992830 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 Pro Tem	Jack Donovan
ROLL CALL:	Mayor	Evelyn G. Zneimer
	Mayor Pro Tem	Jack Donovan
	Councilmember	Janet Braun
	Councilmember	Michael A. Cacciotti
	Councilmember	Jon Primuth
PLEDGE OF ALLEGIANCE:	Mayor Pro Tem	Jack Donovan

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.

RECOGNITIONS /INTRODUCTIONS

3. STAFF INTRODUCTIONS

Fire Department:
Kevin Soto, Firefighter Paramedic

Public Works:
Bassam Al-Beitawi, Transportation Manager

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. CONSIDERATION OF APPROVAL OF A DISCRETIONARY FUNDS REQUEST FROM MAYOR ZNEIMER IN THE AMOUNT OF UP TO $1,000 TO THE SOUTH PASADENA TOURNAMENT OF ROSES COMMITTEE FOR DECORATING THE FLOAT

Recommendation

It is recommended that the City Council:

1. Find that the requested allocation of discretionary funds to support the South Pasadena Tournament of Roses Committee (Committee) to cover expenses for decorating the float as it serves as a public purpose benefitting the City; the expenditure is free from any conflict of interest that arise from the use of the funds; and that the expenditure is not a gift to any individual, corporation or municipality and is only used to benefit the general public of the City; and
2. Based on such findings approve the requested expenditure of discretionary funds of up to $1,000 to support decorating the float.

PRESENTATION

5. OUTGOING MAYOR PRO TEM REMARKS

DECLARATION OF ELECTION RESULTS

6. CONSIDERATION OF ADOPTION OF A RESOLUTION OF THE CITY OF SOUTH PASADENA, CALIFORNIA, RECITING THE FACT OF THE CITY OF SOUTH PASADENA GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 5, 2024, DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW

Recommendation

It is recommended that the City Council adopt a Resolution reciting the fact of the General Municipal Election (Election) held in the City of South Pasadena on November 5, 2024, declaring the results, and other matters as provided by law.

ADMINISTRATION OF OATH OF OFFICE/ ELECTION OF OFFICERS

7. ADMINISTRATION OF OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION TO OMARI FERGUSON, ELECTED AS CITY COUNCILMEMBER, COUNCIL DISTRICT 1

8. ADMINISTRATION OF OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION TO SHEILA ROSSI, ELECTED AS CITY COUNCILMEMBER, COUNCIL DISTRICT 2

9. ADMINISTRATION OF OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION TO JON PRIMUTH, ELECTED AS CITY COUNCILMEMBER, COUNCIL DISTRICT 3

10. ELECTION OF MAYOR AND MAYOR PRO TEM FOR THE 2025 TERM

11. ADMINISTRATION OF OATH OF OFFICE TO MAYOR

12. ADMINISTRATON OF OATH OF OFFICE TO MAYOR PRO TEM

CITY COUNCIL REORGANIZATION

13. CITY COUNCIL REORGANIZATION ON DAIS

Following the City Council Reorganization, there will be a 30 minute reception for the community and audience in the City Hall Court Yard.

CHANGES TO THE AGENDA

14. 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.

15. CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $229,496.12; GENERAL CITY WARRANTS IN THE AMOUNT OF $733,942.15; ONLINE PAYMENTS IN THE AMOUNT OF $18,313.37; VOIDS IN THE AMOUNT OF -$63,054.82; PAYROLL IN THE AMOUNT OF $846,905.07

Recommendation

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

16. CONSIDERATION OF APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES FOR DECEMBER 4, 2024

Recommendation

It is recommended that the City Council consider the approval of the minutes for the Regular City Council Meeting for December 4, 2024.

17. CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA APPROVING A SIDE LETTER OF AGREEMENT AMENDING SECTION 4 OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOUTH PASADENA AND THE SOUTH PASADENA FIREFIGHTERS' ASSOCIATION

Recommendation

It is recommended that the Council consider:

1. Adopting the Resolution approving the side Letter of Agreement between the City of South Pasadena and the South Pasadena Firefighters' Association and;
2. Authorizing the City Manager to execute the Letter of Agreement.

18. CONSIDERATION OF THE APPROPRIATION OF FUNDS IN THE AMOUNT OF $750 RECEIVED THROUGH SPONSORSHIPS FOR THE CITY SENIOR EVENTS OF DECEMBER 17, 2024 AND FEBRUARY 4, 2025

Recommendation

It is recommended that the City Council appropriate funds in the amount of $750 in the Senior Services Special Event Account and allocate funds in the Miscellaneous Revenue Account for the City Senior Services Holiday Event on December 17, 2024 and Senior Services Lunar New Year Event on February 4, 2025.

19. CONSIDERATION OF THE SOLE SOURCE PURCHASE AND REPLACEMENT OF CARBON MEDIA FROM CALGON CARBON CORPORATION FOR THE WILSON AND GRAVES WELLHEAD TREATMENT SYSTEMS FOR A TOTAL NOT-TO EXCEED AMOUNT OF $850,000

Recommendation

It is recommended that the City Council consider approval of the sole source purchase and replacement of carbon media from Calgon Carbon Corporation for a total not-to-exceed amount of $850,000 for the Wilson and Graves Water Reservoirs Wellhead Treatment Systems, which includes material, freight and field services, and any analysis, and acceptance testing required by a landfill related to disposal; and authorize the City Manager to take all actions to effectuate the purchase and replacement.

20. CONSIDERATION OF ADOPTION OF A RESOLUTION GRANTING A NONEXCLUSIVE FRANCHISE AND APPROVING A NONEXCLUSIVE FRANCHISE AGREEMENT FOR TOWING SERVICES WITH HENRY'S TOWING COMPANY AND NAVARRO'S TOWING COMPANY FOR A ONE-YEAR PERIOD

Recommendation

It is recommended that the City Council adopt the Resolution granting a nonexclusive franchise and approving a nonexclusive franchise agreement for police generated towing services to Henry's Towing and Navarro's Towing for a one-year period with an option to extend for one additional year.

21. CONSIDERATION OF APPROVAL OF A LEASE AGREEMENT BETWEEN THE CITY OF THE SOUTH PASADENA PRESERVATION FOUNDATION, INC. (FOUNDATION) FOR THE BUILDING LOCATED AT 913 MERIDIAN AVENUE FOR THE OPERATION OF THE SOUTH PASADENA HISTORICAL MUSEUM AND APPROVE AS TO FORM AND CONTENT THE LICENSE AGREEMENT BETWEEN THE FOUNDATION AND THE SOUTH PASADENA CHAMBER OF COMMERCE FOR USE OF A PORTION OF THE BUILDING TO CONDUCT CERTAIN TASKS RELATED TO THE SOUTH PASADENA FARMERS' MARKET

Recommendation

It is recommended that the City Council approve the lease agreement with the South Pasadena Preservation Foundation, Inc. for the building located at 913 Meridian for the

operation of the South Pasadena Historical Museum (Museum) and approve as to form and content the license agreement between the South Pasadena Preservation Foundation, Inc. and the South Pasadena Chamber of Commerce for use of a portion of the building to conduct certain tasks related to the South Pasadena Farmers' Market.

PUBLIC HEARING

22. PUBLIC HEARING ON THE PROPOSED SOLID WASTE RATES AND ADOPTION OF A RESOLUTION APPROVING NEW SOLID WASTE RATES FOR THE COLLECTION, TRANSFER, TRANSPORTATION, RECYCLING, PROCESSING, AND DISPOSAL OF SOLID WASTE, INCLUDING ORGANIC WASTE, COMMENCING JANUARY 1, 2025, AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Recommendation

It is recommended that the City Council conduct a public hearing on the proposed solid waste rates and determine whether there is a majority protest against the proposed rate increases and if no majority protest exists, adopt a resolution establishing new solid waste rates effective January 1, 2025. If a majority protest exists, the City Council should discuss and direct staff on how to proceed with the next steps.

ACTION/DISCUSSION

23. CONSIDERATION OF AN AWARD OF A CONSTRUCTION CONTRACT WITH CT&T CONCRETE PAVING, INC. IN AN AMOUNT NOT TO EXCEED $ 525,000 FOR THE SIDEWALK REPLACEMENT & ADA RAMPS PROJECT; APPROPRIATE $50,822 OF ADDITIONAL CDBG FUNDS TO MAXIMIZE UTILIZATION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT; APPROPRIATE $45,000 FROM MEASURE M FOR THE CITY'S LEVERAGED MATCH; AND APPROVE THE PLANS AND SPECIFICATIONS FOR THE PROJECT

Recommendation

It is recommended that the City Council consider:

1. Approving the plans and specifications for the Sidewalk Replacement & American Disability Act (ADA) Ramps Project (Project); and
2. Adjusting the Project budget as necessary to maximize the use of $564,663 in available Community Development Block Grant (CDBG) funds, including appropriation of $50,822 of additional CDBG funds to the Fiscal Year (FY) 2024-2025 Council adopted Capital Improvement Program (CIP) Project budget of $513,841; and
3. Approving the appropriation of $45,000 from Los Angeles County Metro Measure M Local Return Fund 236 to CIP Project Account No. 400-9000-9008-9264-000, as the City's leveraged (matching) funds;
4. Awarding a construction contract to CT&T Concrete Paving, Inc. for construction services for sidewalk and ramp improvements in an amount not to exceed $525,000.00, including the proposed bid amount of $312,065.50 and a contingency of $212,934.50; and
5. Reject all other bids received; and

6. Authorize the City Manager to execute the contract .

24. CONSIDERATION OF APPROVAL OF THE PROFESSIONAL SERVICES AGREEMENT WITH THE ARROYO GROUP FOR SERVICES RELATED TO A HOUSING ELEMENT REVISION AND IMPLEMENTATION OF HOUSING ELEMENT PROGRAMS

Recommendation

Staff recommends that the City Council consider approval of a Professional Services Agreement with the Arroyo Group for services related to a Housing Element Revision and housing program implementation tasks associated with the passage of Measure SP, for a term of one year with the option to extend the contract for one (1) additional year, for a total maximum contract term of two years at a not-exceed amount of $139,370.

25. CONSIDERATION OF A RESOLUTION OF INTENTION TO AMEND THE ZONING ORDINANCE TO DISSOLVE THE DESIGN REVIEW BOARD AND REDIRECT AUTHORITY FOR DESIGN REVIEW AS APPROPRIATE; AND FURTHER DISCUSSION TO PROVIDE DIRECTION ON RECONFIGURING THE MOBILITY AND TRANSPORTATION INFRASTRUCTURE, PUBLIC WORKS, AND NATURAL RESOURCES AND ENVIRONMENTAL COMMISSIONS

Recommendation

It is recommended that the City Council:

1. Consider the analysis provided pursuant to Council's June 18, 2024, request to staff to explore amending the South Pasadena Zoning Code to dissolve the Design Review Board and redirect authority for the design review process as appropriate; and,
2. Adopt the draft Resolution of Intention to amend the Zoning Code to dissolve the DRB and redistribute design review authority; and
3. Direct Public Works staff to prepare an amendment to the South Pasadena Municipal Code (SPMC) to consolidate the Mobility and Transportation Infrastructure Commission (MTIC) and Public Works Commission (PWC) into one commission, pursuant to Council's June 18, 2024, discussion and to maintain the Natural Resources and Environmental Commission (NREC), reducing its size to five members and reducing its meeting frequency to every other month.

INFORMATIONAL REPORTS

26. DISCUSSION AND INPUT REGARDING MEASURE SP IMPLEMENTATION-PROCESS AND SCHEDULE

Recommendation

It is recommended that the City Council receive the staff presentation and provide feedback as needed.

PUBLIC COMMENT - CONTINUED

27. 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

28. COUNCILMEMBER COMMUNICATIONS

The 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.

29. CITY MANAGER COMMUNICATIONS

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE CITY COUNCIL MEETINGS

January 15, 2025	Regular City Council Meeting	7:00PM
February 5, 2025	Regular City Council Meeting	7:00PM
February 19, 2025	Regular City Council Meeting	7:00PM
March 5, 2025	Regular City Council Meeting	7:00PM

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

City Council meeting agenda packets, any agenda related documents, and additional documents are available at City Hall and online for public viewing on the City's website: https://www.southpasadenaca.gov/Your-Government/Your-City-Council/City-Council-Agendas

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

I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on December 18, 2024, 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.

12/12/2024	/S/
Date	Alma Medina, Senior Management Analyst

City Council Agenda Report

ITEM NO. 4

DATE: December 18, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Lucy Hakobian, Community Services Director

SUBJECT: **CONSIDERATION OF APPROVAL OF A DISCRETIONARY FUNDS REQUEST FROM MAYOR ZNEIMER IN THE AMOUNT OF UP TO $1,000 TO THE SOUTH PASADENA TOURNAMENT OF ROSES COMMITTEE FOR DECORATING THE FLOAT**

Recommendation

It is recommended that the City Council:

1. Find that the requested allocation of discretionary funds to support the South Pasadena Tournament of Roses Committee (Committee) to cover expenses for decorating the float as it serves as a public purpose benefitting the City; the expenditure is free from any conflict of interest that arise from the use of the funds; and that the expenditure is not a gift to any individual, corporation or municipality and is only used to benefit the general public of the City; and
2. Based on such findings approve the requested expenditure of discretionary funds of up to $1,000 to support decorating the float.

Executive Summary

This report is for approval of Mayor Zneimer's discretionary funds to support decorating the float for the Committee.

Background

In September 2004, the City Council approved the creation of discretionary spending budgets that allow each Councilmember the opportunity to fund projects or purchases that might not otherwise be funded in the approved budget. Discretionary funds must be used for a public purpose benefiting the City. On August 17, 2011, the City Council approved Resolution No. 7174, establishing guidelines for the application of City Council discretionary budget accounts. It provides that use of such funds is permitted if findings can be made as set forth in City Council. Resolution No. 7174. Also, Resolution No. 7174 states that all funds not expended during the fiscal year shall be carried over to subsequent fiscal years, up to a maximum carryover amount of $10,000 per Councilmember account. The allocated funds need not be encumbered by a purchase order to be carried over to the following fiscal year per Resolution No. 7174. In Fiscal Year (FY) 2019-20, the Budget included $20,000 of Discretionary Funds, which amounts to $4,000 per Councilmember which was a decrease from $25,000 in prior years. Each FY since the budget has remained at $20,000 for Discretionary funds.

Analysis

The City Council receives an annual discretionary funds and shall make the following specific

findings before recommending the use of any funds in a discretionary account for City-related projects or purchases: a) The expenditure has a public purpose benefitting the City; b) The expenditure is free of any conflicts of interest that may arise from the use of City funds; and c) The expenditure is not a gift to any individual, corporation, or municipality, but is only used to benefit the general public of the City.

Mayor Zneimer requested approval to use discretionary funds to assist with the float for a total of $1,000 and received a second from Councilmember Cacciotti. This request supports a public purpose benefitting the City in the promotion of the City as well as community before an intentional audience. There are no known or anticipated conflicts of interest that may arise from the use of City funds, and this request is not a gift but is to benefit the general public of the City.

Fiscal Impact
Sufficient funds are available in the FY 2024/25 City Council Discretionary Budget Account 101-1010-1011-8021.

City Council Agenda Report

ITEM NO. 6

DATE: December 18, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Luis Frausto, Management Services Director
Mark Perez, Deputy City Clerk

SUBJECT: **CONSIDERATION OF ADOPTION OF A RESOLUTION OF THE CITY OF SOUTH PASADENA, CALIFORNIA, RECITING THE FACT OF THE CITY OF SOUTH PASADENA GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 5, 2024, DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW**

Recommendation

It is recommended that the City Council adopt a Resolution reciting the fact of the General Municipal Election (Election) held in the City of South Pasadena on November 5, 2024, declaring the results, and other matters as provided by law.

Background

On November 5, 2024, a General Municipal Election was conducted in the City of South Pasadena to elect members to the City Council (one in District 1, one in District 2, and one in District 3), and submit to the South Pasadena voters a question of whether to repeal the height limit, but preserve the same not to exceed 45-foot height for buildings in all single-family residential zones (Measure SP).

In accordance with Resolution Numbers 7852, 7853, 7854, and 7869, the Measure was properly submitted to the Los Angeles County Registrar-Recorder/County Clerk, and the General Municipal Election was consolidated with the General Election conducted on the same day by the Los Angeles County Registrar-Recorder/County Clerk. The ballots are counted, and the results canvasses and certified by the Los Angeles County Registrar-Recorder/County Clerk.

Analysis

The attached Resolution 7884, must be adopted by the City Council to officially declare the results of the Election and meet the provisions of California Elections Code Sections 10262 and 10263. The Los Angeles County Registrar-Recorder/County Clerk's Certificate of the canvass of the Election Returns and Statement of Votes Cast is attached.

The election results as of December 4, 2024, for each office and Measure SP are itemized as follows:

Election for one Councilmember -- District 1

Candidate Name	Votes Received	Voter Percentage
Omari Ferguson	1,600	64.13%
Evelyn G. Zneimer	895	35.87%
Write-Ins	0	-

Total Ballots Cast: 2,901
Note: There were no qualified write-in candidates for this contest.

Election for one Councilmember -- District 2

Candidate Name	Votes Received	Voter Percentage
Charley Lu	1,291	46.79%
Sheila Rossi	1,468	53.21%
Write-Ins	0	-

Total Ballots Cast: 3,047
Note: There were no qualified write-in candidates for this contest.

Election for one Councilmember -- District 3

Candidate Name	Votes Received	Voter Percentage
Jon Primuth	1,800	100%
Write-Ins	0	-

Total Ballots Cast: 2,631
Note: There were no qualified write-in candidates for this contest.

Measure SP -- South Pasadena Neighborhood Preservation, Local Control

The following question (which was designated as Measure SP) was submitted to the City of South Pasadena registered voters at the November 5, 2024 General Municipal Election:

SOUTH PASADENA NEIGHBORHOOD PRESERVATION, LOCAL CONTROL To protect South Pasadena's single-family neighborhoods' residential character; maintain local control over local land use; improve affordable housing opportunities for middle/working-class families/individuals/seniors; retain/attract local businesses; shall an ordinance be adopted retaining existing height limits in single-family residential neighborhoods; restricting multi-unit housing in commercial/mixed-use corridors/neighborhoods including Downtown, Huntington Drive, Ostrich Farm with publicly-reviewed height limits necessary to implement South Pasadena's Housing Element?	Yes No

	Votes Received	Voter Percentage
Yes	7,539	57.02%
No	5,683	42.98%

Total Ballots Cast: 14,484

Legal Review
This matter was reviewed by the City Attorney.

Fiscal Impact
An invoice itemizing the costs to conduct the consolidated election with the County of Los Angeles has not yet been received by the City Clerk's Office and is anticipated no later than March 2024. Sufficient funds are budgeted for Fiscal Year 2024-205 under Account No. 101-1020-1022-8170000.

Attachment:
Attachment- Resolution No.7883.pdf

RESOLUTION NO. 7883

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, RECITING THE FACT OF THE CITY OF SOUTH PASADENA GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 5, 2024, DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a General Municipal Election was held and conducted in the City of South Pasadena, California, on Tuesday, November 5, 2024, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in General Law cities; and

WHEREAS, pursuant to Resolution Nos. 7852, 7853, 7854, and 7869, the Los Angeles County Registrar-Recorder/County Clerk canvassed the returns of the election and has certified the results to this City Council, which are attached hereto and made a part herein as “Exhibit A.”

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That the names of the persons voted for at the election for Member of City Council are as follows:

District 1 – Omari Ferguson

District 2 – Sheila Rossi

District 3 – Jon Primuth

SECTION 2. That the whole number of ballots cast, and the number of ballots cast for the above-named office are listed in “Exhibit A,” attached hereto and made a part herein.

SECTION 3. That the ballot measure submitted to the voters is as follows:

To protect South Pasadena's single-family neighborhoods' residential character; maintain local control over local land use; improve affordable housing opportunities for middle/working-class families/individuals/seniors; retain/attract local businesses; shall an ordinance be adopted retaining existing height limits in single-family residential neighborhoods; restricting multi-unit housing in commercial/mixed-use corridors/neighborhoods including Downtown, Huntington Drive, Ostrich Farm with publicly-reviewed height limits necessary to implement South Pasadena's Housing Element?	Yes
	No

SECTION 4. That the City Council does declare and determine that: Omari Ferguson was elected as Member of the City Council in District 1 for a full term of four years, Sheila Rossi was elected as Member of the City Council in District 2, and Jon Primuth was elected as Member of the City Council in District 3 for a full term of four years.

SECTION 5. That the whole number of ballots cast, and the number of ballots cast for and against Measure SP are listed in "Exhibit B," attached hereto and made a part herein.

SECTION 6. That the City Council does declare and determine that the ballot measure "Measure SP" was approved and adopted by the voters as reflected in Exhibit B.

SECTION 7. The Deputy City Clerk shall enter on the records of the City of South Pasadena, a statement of the result of the election, showing: (1) The whole number of ballots cast in the City; (2) The names of the persons voted for; (3) The measure voted upon; (4) For what office each person was voted for; (5) The number of votes given at each precinct to each person, and for and against the measure; and (6) The total number of votes given to each person, and for and against the measure.

SECTION 8. That the Deputy City Clerk shall immediately make and deliver to each of the persons elected a Certificate of Election signed by the Deputy City Clerk and authenticated; that the Deputy City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the Office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 9. The Mayor, or in the absence of the Mayor, the Mayor Pro Tem is authorized to execute the Ordinance adopted by Measure SP on behalf of the City

SECTION 10. The Deputy City Clerk of the City of South Pasadena shall certify the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED, AND ADOPTED ON this 18th day of December 2024.

_____
Jack Donovan, Mayor Pro Tem

ATTEST:

_____
Mark Perez
Deputy City Clerk

APPROVED AS TO FORM:

_____
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 18th day of December 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Mark Perez
Deputy City Clerk

Los Angeles County Registrar-Recorder/County Clerk

CERTIFICATE OF THE CANVASS

OF THE ELECTION RETURNS

I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I canvassed the returns of the votes cast for each elective office and/or measure(s) for

South Pasadena City

at the General Election, held on the 5th day of November, 2024.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 3rd day of December 2024.

Dean C. Logan

DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles

SOUTH PASADENA CITY GENERAL MUNICIPAL ELECTION Member of the City Council, 1st District

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	OMARI FERGUSON	EVELYN G ZNEIMER
SOUTH PASADENA - 6600031A		514	325	116
VOTE BY MAIL SERIAL 0761		2,387	1,275	779
TOTAL	3,627	2,901	1,600	895

SOUTH PASADENA CITY GENERAL MUNICIPAL ELECTION Member of the City Council, 1st District

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	OMARI FERGUSON	EVELYN G ZNEIMER
PRECINCT TOTAL		514	325	116
VBM TOTAL		2,387	1,275	779
GRAND TOTAL	3,627	2,901	1,600	895

SOUTH PASADENA CITY GENERAL MUNICIPAL ELECTION Member of the City Council, 2nd District

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	CHARLEY LU	SHEILA ROSSI
SOUTH PASADENA - 6600011A		572	221	289
VOTE BY MAIL SERIAL 0758		2,475	1,070	1,179
TOTAL	3,576	3,047	1,291	1,468

SOUTH PASADENA CITY GENERAL MUNICIPAL ELECTION Member of the City Council, 2nd District

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	CHARLEY LU	SHEILA ROSSI
PRECINCT TOTAL		572	221	289
VBM TOTAL		2,475	1,070	1,179
GRAND TOTAL	3,576	3,047	1,291	1,468

SOUTH PASADENA CITY GENERAL MUNICIPAL ELECTION Member of the City Council, 3rd District

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	JON PRIMUTH
SOUTH PASADENA - 6600019A		488	346
VOTE BY MAIL SERIAL 0760		2,143	1,454
TOTAL	3,380	2,631	1,800

SOUTH PASADENA CITY GENERAL MUNICIPAL ELECTION Member of the City Council, 3rd District

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	JON PRIMUTH
PRECINCT TOTAL		488	346
VBM TOTAL		2,143	1,454
GRAND TOTAL	3,380	2,631	1,800

SOUTH PASADENA CITY GENERAL MUNICIPAL ELECTION - MEASURE SP

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	YES	NO
SOUTH PASADENA - 6600011A		572	286	235
VOTE BY MAIL SERIAL 0758		2,475	1,311	956
TOTAL	3,576	3,047	1,597	1,191
SOUTH PASADENA - 6600016A		467	253	182
VOTE BY MAIL SERIAL 0759		2,322	1,196	943
TOTAL	3,390	2,789	1,449	1,125
SOUTH PASADENA - 6600019A		488	255	187
VOTE BY MAIL SERIAL 0760		2,143	1,046	883
TOTAL	3,380	2,631	1,301	1,070
SOUTH PASADENA - 6600031A		514	269	197
VOTE BY MAIL SERIAL 0761		2,387	1,287	897
TOTAL	3,627	2,901	1,556	1,094
SOUTH PASADENA - 6600039A		671	360	250
VOTE BY MAIL SERIAL 0762		2,445	1,276	953
TOTAL	3,783	3,116	1,636	1,203

SOUTH PASADENA CITY GENERAL MUNICIPAL ELECTION - MEASURE SP

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	YES	NO
PRECINCT TOTAL		2,712	1,423	1,051
VBM TOTAL		11,772	6,116	4,632
GRAND TOTAL	17,756	14,484	7,539	5,683

City Council Agenda Report

ITEM NO. 15

DATE: December 18, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: William Castrillon, Budget and Purchasing Manager

SUBJECT: **CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $229,496.12; GENERAL CITY WARRANTS IN THE AMOUNT OF $733,942.15; ONLINE PAYMENTS IN THE AMOUNT OF $18,313.37; VOIDS IN THE AMOUNT OF -$63,054.82; PAYROLL IN THE AMOUNT OF $846,905.07**

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

Executive Summary
Prepaid Warrants:
Warrant # 320267-320277:**$141,377.32**
Warrant # 320279-320283:**$4,670.33**
ACH: **$83,448.47**
Voids: -**$63,054.82**
General City Warrants
Warrant # 320284-320354: **$522,682.18**
ACH: **$211,259.97**
Voids: $0
Payroll Period Ending 12/06/2024: **$840,823.24**
Payroll Period Ending 12/11/2024: **$6,081.83**
Wire Transfers Out – To (LAIF): **$0**
Wire Transfers In – From (LAIF): **$0**
Wire Transfers (RSA): $0
Wire Transfers Out – To (Acct # 2413): **$0**
Wire Transfers Out – To (Acct # 1936): **$0**
Online Payments: **$18,313.37**
Voids: **$0**
RSA:$0
Prepaid Warrants: **$0**
General City Warrants: **$0**

Total: $1,765,601.89

Key Performance Indicators and Strategic Plan
This item is in line with the Finance Department's Key Performance Indicators identified in the Fiscal Year 2024-2025 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.

Attachment:
Attachement No. 1 - Warrant Summary.pdf
Attachement No. 2 - Prepaid Warrants List.pdf
Attachement No. 3 - General Warrants List.pdf
Attachment No. 4 - Online Payments.pdf
Attachment No. 5 - Payroll.pdf
Attachment No. 6 - Voids.pdf

City of South Pasadena
Demand/Warrant Register **Date** 12/18/2024

Attachment No.1

Recap by fund	Fund No.	Amounts	
		Prepaid	Written
General Fund	101	61,341.71	321,553.77
Insurance Fund	103	-	6,995.07
Street Improvement Program	104	-	-
Technology Surcharge Fund	106	-	-
Facilities & Equip.Cap. Fund	105	24,123.54	-
Programs and Projects	107	-	-
Local Transit Return "A"	205	20.55	6,363.51
SLFRF Fund	206	-	-
Local Transit Return "C"	207	-	-
TEA/Metro	208	-	-
Sewer Fund	210	12,631.49	48,937.62
CTC Traffic Improvement	211	-	-
SB2 Planning Grant	213	-	-
Rogan HR5294 Grant	214	-	-
Street Lighting Fund	215	20.53	163,460.70
Public, Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	-
Business Improvement Tax	220	-	16,600.00
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	-
Housing Authority Fund	228	-	-
State Gas Tax	230	20.54	3,223.90
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	-	517.65
Measure H	241	-	-
Prop C Exchange Fund	242	-	-
Bike & Pedestrian Paths	245	-	-
BTA Grants	248	-	-
Golden Street Grant	249	-	-
Capital Growth Fund	255	-	-
CDBG	260	-	-
Asset Forfeiture	270	-	-
Police Grants - State	272	-	-
Homeland Security Grant	274	-	-
Park Impact Fees	275	-	-
Historic Preservation Grant	276	-	-
HSIP Grant	277	-	-
Arroyo Seco Golf Course	295	-	-
Sewer Capital Projects Fund	310	-	-
400 Capital Improvement Program	400	64,996.55	90,297.98
Water Fund	500	54,251.82	57,651.69
Water Efficiency Fund	503	-	2,487.19
2016 Water Revenue Bonds Fund	505	-	-
SRF Loan - Water	506	-	-
Water & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	12,089.39	14,603.07
			-
	Column Totals:	229,496.12	733,942.15

Recap by fund	Fund No.	Amounts	
		Prepaid	Written
		-	-

City Report Totals:	963,438.27
Payroll Period Ending :12/06/2024	840,823.24
Payroll Period Ending:12/11/2024	6,081.83
Wire Transfer Out - To LAIF	-
Wire Transfer In - From LAIF	-
Wire Transfer - RSA	-
Wire Transfer Out - To Acct. # 2413	-
Wire Transfer Out - To Acct. # 1936	-
Online Payments	18,313.37
Voids - General Warrant	(63,054.82)
Grand Report Total:	**1,765,601.89**

Jack Donovan, Mayor Pro Tem

William Castrillon, Budget and Purchasing Manager

Mark Perez, Deputy City Clerk

Accounts Payable

Check Detail

User: wcastrillon
Printed: 12/03/2024 - 11:43AM

Check Number	Check Date	Amount
AUTOCSPC - Echeveria, Jose		
320267	12/03/2024	
Inv 10739		3,179.46
Inv 11331		1,901.65
Inv 11539		3,513.62
Inv 11551		706.26
Inv 11628		3,360.51
Inv 11664		1,517.76
320267 Total:		14,179.26
AUTOCSPC - Echeveria, Jose Total:		14,179.26
CAME2015 - California Maintenance & Environmental		
0	12/03/2024	
Inv 39420		17,094.99
0 Total:		17,094.99
CAME2015 - California Maintenance & Environmental Total:		17,094.99
KOAC6010 - KOA Corp., a Lochner Company		
320268	12/03/2024	
Inv JC1i001-22		18,220.56
Inv JC1i001-23		29,681.00
320268 Total:		47,901.56
KOAC6010 - KOA Corp., a Lochner Company Total:		47,901.56
LASLLUNG - Lance, Soll & Lunghard LLP		
320269	12/03/2024	
Inv 65838		38,104.82
Inv 65839		4,740.00
Inv 65841		20,210.00
320269 Total:		63,054.82
LASLLUNG - Lance, Soll & Lunghard LLP Total:		63,054.82
MRMC6710 - Miramontes Construction Inc.		
0	12/03/2024	

Check Number	Check Date	Amount
Inv 5693		15,968.99
Inv 5699		11,472.07
0 Total:		27,441.06
MRMC6710 - Miramontes Construction Inc. Total:		27,441.06
NHALLC - NHA Advisors, LLC		
320270	12/03/2024	
Inv 01417		1,762.50
Inv 01418		3,500.00
Inv 01419		5,000.00
320270 Total:		10,262.50
NHALLC - NHA Advisors, LLC Total:		10,262.50
SGVE2011 - San Gabriel Valley City Managers' Association		
320271	12/03/2024	
Inv NOV2024		40.00
320271 Total:		40.00
SGVE2011 - San Gabriel Valley City Managers' Association Total:		40.00
SOGA6501 - SoCalGAS		
320272	12/03/2024	
Inv 10/1/24-11/1/24		102.69
320272 Total:		102.69
SOGA6501 - SoCalGAS Total:		102.69
Total:		180,076.88

Accounts Payable

Check Detail

User: wcastrillon
Printed: 12/11/2024 - 3:51PM

Check Number	Check Date		Amount
TIM4011 - Charter Communications Holdings, LLC			
0	12/10/2024		
	Inv 187633401111424		375.19
	Inv 187633501		3,311.28
	Inv 188598501112124		266.69
0 Total:			3,953.16
TIM4011 - Charter Communications Holdings, LLC Total:			3,953.16
Total:			3,953.16

Accounts Payable

Check Detail

User: wcastrillon
Printed: 12/11/2024 - 12:21PM

Check Number	Check Date	Amount
AT&T5006 - AT&T		
320273	12/10/2024	
Inv 130464796		117.70
320273 Total:		117.70
AT&T5006 - AT&T Total:		117.70
ATCN9011 - AT&T		
320274	12/10/2024	
Inv 0000022646912		299.55
Inv 000022626641		89.78
Inv 000022648628		2,024.24
320274 Total:		2,413.57
ATCN9011 - AT&T Total:		2,413.57
GOLD6417 - Golden Bell Products, Inc.		
320275	12/10/2024	
Inv 18958		1,723.21
320275 Total:		1,723.21
GOLD6417 - Golden Bell Products, Inc. Total:		1,723.21
TMOB4010 - T-Mobile		
320276	12/10/2024	
Inv 988212311		462.13
320276 Total:		462.13
TMOB4010 - T-Mobile Total:		462.13
VERW6711 - Verizon Wireless		
320277	12/10/2024	
Inv 9978982402		618.36
Inv 9979699336		501.52
320277 Total:		1,119.88

Check Number	Check Date	Amount
VERW6711 - Verizon Wireless Total:		1,119.88
Total:		5,836.49

Accounts Payable

Check Detail

User: wcastrillon
Printed: 12/11/2024 - 12:19PM

Check Number	Check Date	Amount
ENTERPRI - Enterprise FM Trust		
0	12/10/2024	
Inv FBN5203300		24,123.54
0 Total:		24,123.54
ENTERPRI - Enterprise FM Trust Total:		24,123.54
GUBQ2013 - Gus's BBQ		
320279	12/10/2024	
Inv 000346		3,416.66
320279 Total:		3,416.66
GUBQ2013 - Gus's BBQ Total:		3,416.66
Total:		27,540.20

Accounts Payable

Check Detail

User: wcastrillon
Printed: 12/10/2024 - 5:09PM

Check Number	Check Date	Amount
CAL0629 - Franchise Tax Board		
320281	12/11/2024	
Inv PR 12.06.2024		125.00
320281 Total:		125.00
CAL0629 - Franchise Tax Board Total:		125.00
CEAP7000 - S.P. Public Service Employees Association-PT 700-0000-0000-2249-000		
0	12/11/2024	
Inv PR 12.06.2024		128.00
0 Total:		128.00
CEAP7000 - S.P. Public Service Employees Association-PT Total:		128.00
CSD3014 - Ca. State Disbursement Unit		
320280	12/11/2024	
Inv PR 12.06.2024		903.69
320280 Total:		903.69
CSD3014 - Ca. State Disbursement Unit Total:		903.69
SCFT0000 - Franchise Tax Board		
320282	12/11/2024	
Inv PR 12.06.2024		134.98
320282 Total:		134.98
SCFT0000 - Franchise Tax Board Total:		134.98
SCFT0001 - Franchise Tax Board		
320283	12/11/2024	
Inv PR 12.06.2024		90.00
320283 Total:		90.00
SCFT0001 - Franchise Tax Board Total:		90.00
SOU5230 - S.P.Firefighters L-3657		

Check Number	Check Date	Amount
0	12/11/2024	
Inv PR 12.06.2024		1,942.42
0 Total:		1,942.42
SOU5230 - S.P.Firefighters L-3657 Total:		1,942.42
SOU5435 - S.P. Police Officers Association 700-0000-0000-2246-000		
0	12/11/2024	
Inv PR 12.06.2024		6,432.83
0 Total:		6,432.83
SOU5435 - S.P. Police Officers Association Total:		6,432.83
SOU5451 - S.P. Public Service Employees Association 700-0000-0000-2248-000		
0	12/11/2024	
Inv PR 12.06.2024		1,318.00
0 Total:		1,318.00
SOU5451 - S.P. Public Service Employees Association Total:		1,318.00
SSDV2018 - Sandoval, Sheila		
0	12/11/2024	
Inv PR 12.06.2024		1,014.47
0 Total:		1,014.47
SSDV2018 - Sandoval, Sheila Total:		1,014.47
Total:		12,089.39

Accounts Payable

Check Detail

User: wcastrillon
Printed: 12/11/2024 - 12:17PM

Check Number	Check Date	Amount
AABM4011 - All American Boot Mfg. Inc		
0	12/11/2024	
Inv 40677		578.81
0 Total:		578.81
AABM4011 - All American Boot Mfg. Inc Total:		578.81
ACCOEG - ACCO Engineered Systems, Inc.		
320284	12/11/2024	
Inv 20621017		1,162.00
Inv 20625027		1,162.00
320284 Total:		2,324.00
ACCOEG - ACCO Engineered Systems, Inc. Total:		2,324.00
ACMT2920 - All City Management Services, Inc.		
320286	12/11/2024	
Inv 96844		11,590.54
320286 Total:		11,590.54
ACMT2920 - All City Management Services, Inc. Total:		11,590.54
ACTM3010 - Robert Half International, Inc.		
0	12/11/2024	
Inv 64334080		1,413.36
Inv 64352429		1,751.98
Inv 64377065		942.24
0 Total:		4,107.58
ACTM3010 - Robert Half International, Inc. Total:		4,107.58
ADHA6116 - Herrera, Adam		
320313	12/11/2024	
Inv 11/18/2024		114.17
320313 Total:		114.17

Check Number	Check Date	Amount
ADHA6116 - Herrera, Adam Total:		114.17
AFLA7010 - AFLAC		
0	12/11/2024	
Inv 303036		1,543.66
0 Total:		1,543.66
AFLA7010 - AFLAC Total:		1,543.66
AKDC9265 - Ashok Kumar Dhingra		
320288	12/11/2024	
Inv CSP 2024-03		46,979.98
320288 Total:		46,979.98
AKDC9265 - Ashok Kumar Dhingra Total:		46,979.98
ALH0179 - Alhambra Car Wash		
320285	12/11/2024	
Inv October 2024		294.00
320285 Total:		294.00
ALH0179 - Alhambra Car Wash Total:		294.00
AMAZONCP - Amazon Capital Services, Inc.		
0	12/11/2024	
Inv 14HG-PWHT-7FFK		167.56
Inv 14QP-Y7V1-9KNR		106.70
Inv 17ND-7Y4H-9J4F		259.08
Inv 1KDL-PT11-3L7C		62.60
Inv 1WWP-TRYC-7QQM		251.36
Inv 1X7C-FC9J-Y3NH		41.44
0 Total:		888.74
AMAZONCP - Amazon Capital Services, Inc. Total:		888.74
AMDA6710 - Almeda, Jose L.		
320287	12/11/2024	
Inv 11/09/2024		28.27
320287 Total:		28.27
AMDA6710 - Almeda, Jose L. Total:		28.27
AMTIR4 - The Reinalt-Thomas Corporation DBA		
320349	12/11/2024	
Inv 2100148		1,386.04

Check Number	Check Date	Amount
320349 Total:		1,386.04
AMTIR4 - The Reinalt-Thomas Corporation DBA Total:		1,386.04
ANCH6011 - Cheung, Anita		
320297	12/11/2024	
Inv DT1224-02		1,200.00
Inv NT1224-01		100.00
320297 Total:		1,300.00
ANCH6011 - Cheung, Anita Total:		1,300.00
APKS6713 - Kasparian, Arpy		
320319	12/11/2024	
Inv 104054		235.94
Inv 104055		50.68
320319 Total:		286.62
APKS6713 - Kasparian, Arpy Total:		286.62
ATLRR816 - Atkinson, Andelson, Loya, Rudd & Romo		
0	12/11/2024	
Inv 731469		778.05
0 Total:		778.05
ATLRR816 - Atkinson, Andelson, Loya, Rudd & Romo Total:		778.05
ATSS6010 - Arakelian Enterprises, Inc.		
0	12/11/2024	
Inv 18105023		978.26
Inv 18105025		2,608.71
Inv 18306485		978.26
0 Total:		4,565.23
ATSS6010 - Arakelian Enterprises, Inc. Total:		4,565.23
AVAL5270 - Avalos, Lisa		
320289	12/11/2024	
Inv 80098031		590.00
320289 Total:		590.00
AVAL5270 - Avalos, Lisa Total:		590.00
BENR8021 - Rushing, Ben		

Check Number	Check Date	Amount
320341	12/11/2024	
Inv 1082025		150.00
320341 Total:		150.00
BENR8021 - Rushing, Ben Total:		150.00
BFWB4011 - Badge Frame, Inc.		
0	12/11/2024	
Inv 076964		36.00
0 Total:		36.00
BFWB4011 - Badge Frame, Inc. Total:		36.00
BIRI6010 - Richards, Bianca		
320339	12/11/2024	
Inv DT1124-01		79.60
320339 Total:		79.60
BIRI6010 - Richards, Bianca Total:		79.60
BLSP8010 - Blackstone Publishing		
0	12/11/2024	
Inv 2177641		108.83
Inv 2178498		240.61
Inv 2178903		30.95
0 Total:		380.39
BLSP8010 - Blackstone Publishing Total:		380.39
BLU7777 - California Physicians Service		
320295	12/11/2024	
Inv January 2025		2,006.64
320295 Total:		2,006.64
BLU7777 - California Physicians Service Total:		2,006.64
BSNS8030 - BSN Sports Inc.		
320290	12/11/2024	
Inv INV927770453		595.36
320290 Total:		595.36
BSNS8030 - BSN Sports Inc. Total:		595.36
BUR4018 - Burro Canyon Shooting Park		

Check Number	Check Date	Amount
320292	12/11/2024	
Inv 3358		110.00
320292 Total:		110.00
BUR4018 - Burro Canyon Shooting Park Total:		110.00
CAL5236 - CA Linen Services		
320293	12/11/2024	
Inv 2360502		144.69
Inv 2366984		144.69
320293 Total:		289.38
CAL5236 - CA Linen Services Total:		289.38
CAME2015 - California Maintenance & Environmental		
0	12/11/2024	
Inv 39866		160.00
0 Total:		160.00
CAME2015 - California Maintenance & Environmental Total:		160.00
CAMERPL - California Metro Patrol & EMS, Inc.		
320294	12/11/2024	
Inv 8649		2,941.14
320294 Total:		2,941.14
CAMERPL - California Metro Patrol & EMS, Inc. Total:		2,941.14
CAN0607 - Cantu Graphics Inc.		
320296	12/11/2024	
Inv 62015-3		253.56
320296 Total:		253.56
CAN0607 - Cantu Graphics Inc. Total:		253.56
CGUSA - Compass Group USA, Inc.		
320301	12/11/2024	
Inv SOC224921		260.16
320301 Total:		260.16
CGUSA - Compass Group USA, Inc. Total:		260.16
CHA3010 - SPCC Corporation		
0	12/11/2024	

Check Number	Check Date	Amount
Inv 9451		16,600.00
0 Total:		16,600.00
CHA3010 - SPCC Corporation Total:		16,600.00
CHFI7101 - Fiegen, Christopher		
320309	12/11/2024	
Inv 3663		336.00
320309 Total:		336.00
CHFI7101 - Fiegen, Christopher Total:		336.00
CINFIRE - Cintast Corporation No. 2		
320299	12/11/2024	
Inv 0F19697393		816.00
Inv 0F19699394		1,031.44
320299 Total:		1,847.44
CINFIRE - Cintast Corporation No. 2 Total:		1,847.44
CINTAS - Cintas Corporation		
320298	12/11/2024	
Inv 9282281558		158.76
320298 Total:		158.76
CINTAS - Cintas Corporation Total:		158.76
COBR7131 - The Advantage Group		
0	12/11/2024	
Inv 178087		282.00
0 Total:		282.00
COBR7131 - The Advantage Group Total:		282.00
CONYEE - Yee, Connie		
0	12/11/2024	
Inv FFNovDropin		596.00
Inv FFNovMo		56.00
Inv HIITNov		71.50
0 Total:		723.50
CONYEE - Yee, Connie Total:		723.50
COR7788 - Cornforth, Robert Darren		

Check Number	Check Date	Amount
0	12/11/2024	
Inv TENNIS-NOV24		1,872.00
0 Total:		1,872.00
COR7788 - Cornforth, Robert Darren Total:		1,872.00
CPR0551 - CPRS District XIII		
320302	12/11/2024	
Inv 0092		35.00
Inv 0116		120.00
320302 Total:		155.00
CPR0551 - CPRS District XIII Total:		155.00
CRHY8067 - Hartney, Corey P.		
0	12/11/2024	
Inv INVNOV24		591.50
0 Total:		591.50
CRHY8067 - Hartney, Corey P. Total:		591.50
CRSR2010 - Corodata Shredding Inc.		
0	12/11/2024	
Inv DN1493923		160.06
0 Total:		160.06
CRSR2010 - Corodata Shredding Inc. Total:		160.06
CSM8030 - City of San Marino		
320300	12/11/2024	
Inv 0002849		8,481.68
320300 Total:		8,481.68
CSM8030 - City of San Marino Total:		8,481.68
CUR7778 - L.N. Curtis & Sons		
320320	12/11/2024	
Inv INV882696		4,419.59
320320 Total:		4,419.59
CUR7778 - L.N. Curtis & Sons Total:		4,419.59
DABN8267 - Bohan, Diana 101-8030-8021-8267-000		
0	12/11/2024	

Check Number	Check Date	Amount
Inv NovDropin		320.00
Inv NovMoYoga		118.40
0 Total:		438.40
DABN8267 - Bohan, Diana Total:		438.40
DATA5000 - MRSP, LLC		
0	12/11/2024	
Inv SPMR4114		303.06
0 Total:		303.06
DATA5000 - MRSP, LLC Total:		303.06
DEL0771 - Delta Dental of California		
320303	12/11/2024	
Inv BE006347141		11,146.26
320303 Total:		11,146.26
DEL0771 - Delta Dental of California Total:		11,146.26
DEPC6011 - Dewey Services Inc		
320305	12/11/2024	
Inv 16935219		150.00
Inv 16935220		150.00
Inv 16935221		150.00
Inv 16935222		150.00
Inv 16935223		150.00
Inv 16935224		200.50
Inv 16935225		150.00
Inv 16935226		150.00
Inv 16973769		120.00
Inv 16973770		120.00
Inv 16973771		120.00
Inv 16973772		120.00
Inv 16973773		120.00
Inv 16973774		135.50
Inv 16973776		120.00
Inv 16973777		120.00
Inv 17009258		120.00
Inv 17009259		120.00
Inv 17009260		120.00
Inv 17009261		120.00
Inv 17009262		120.00
Inv 17009263		135.50
Inv 17009265		120.00
Inv 17009266		120.00
Inv 17053994		299.00
320305 Total:		3,500.50

Check Number	Check Date	Amount
DEPC6011 - Dewey Services Inc Total:		3,500.50
DOO0805 - Dooley Enterprises Inc		
320306	12/11/2024	
Inv 69032		4,549.74
320306 Total:		4,549.74
DOO0805 - Dooley Enterprises Inc Total:		4,549.74
DPTTSNPR - Department of Transportation		
320304	12/11/2024	
Inv 07041787000101		200.00
320304 Total:		200.00
DPTTSNPR - Department of Transportation Total:		200.00
ELSRTIRE - El Sereno Tire Shop		
320307	12/11/2024	
Inv 3436		318.42
320307 Total:		318.42
ELSRTIRE - El Sereno Tire Shop Total:		318.42
ESCLCEPW - Escalera, Lance		
320308	12/11/2024	
Inv 11/08/2024		30.02
Inv 11/10/2024		30.02
320308 Total:		60.04
ESCLCEPW - Escalera, Lance Total:		60.04
GALL5011 - Galls, LLC		
320310	12/11/2024	
Inv 029494553		1,224.79
Inv 029547707		50.00
Inv 029610877		911.04
Inv 029648751		1,044.16
320310 Total:		3,229.99
GALL5011 - Galls, LLC Total:		3,229.99
GLGP8030 - Golf Group LTD.		
320312	12/11/2024	
Inv 18-2760		11,372.00
Inv 18-2770		22,548.00

Check Number	Check Date	Amount
320312 Total:		33,920.00
GLGP8030 - Golf Group LTD. Total:		33,920.00
GRA1244 - Woods Maintenance Services, Inc.		
320354	12/11/2024	
Inv SPAS1024		1,755.60
320354 Total:		1,755.60
GRA1244 - Woods Maintenance Services, Inc. Total:		1,755.60
HAFR7000 - The Hartford		
320348	12/11/2024	
Inv 085031637248		938.25
320348 Total:		938.25
HAFR7000 - The Hartford Total:		938.25
HDLC3010 - Hinderliter deLlamas & Associates		
320315	12/11/2024	
Inv SIN04481		1,978.61
320315 Total:		1,978.61
HDLC3010 - Hinderliter deLlamas & Associates Total:		1,978.61
HERO6011 - Hexagon Roofing Inc.		
320314	12/11/2024	
Inv 4739		10,718.00
320314 Total:		10,718.00
HERO6011 - Hexagon Roofing Inc. Total:		10,718.00
HIRNADA - Nada Bus, Inc.		
320327	12/11/2024	
Inv 52297		1,120.00
320327 Total:		1,120.00
HIRNADA - Nada Bus, Inc. Total:		1,120.00
IICC8025 - Occupational Health Centers of California		
320330	12/11/2024	
Inv 17856235		101.00
320330 Total:		101.00

Check Number	Check Date	Amount
IICC8025 - Occupational Health Centers of California Total:		101.00
INT6115 - Interstate Battery Systems of Eastern Los Angeles		
320317	12/11/2024	
Inv 179437		170.63
320317 Total:		170.63
INT6115 - Interstate Battery Systems of Eastern Los Angeles Total:		170.63
INTREZUP - International E-Z UP, Inc.		
320316	12/11/2024	
Inv INV0671991		2,408.89
320316 Total:		2,408.89
INTREZUP - International E-Z UP, Inc. Total:		2,408.89
ITCR2501 - Intercare Holdings Insurance Services		
0	12/11/2024	
Inv 76-011969		6,995.07
0 Total:		6,995.07
ITCR2501 - Intercare Holdings Insurance Services Total:		6,995.07
JCRS5011 - Jones Coffee Roasters		
320318	12/11/2024	
Inv 68202		204.75
320318 Total:		204.75
JCRS5011 - Jones Coffee Roasters Total:		204.75
JHMS8020 - JHM Supply		
0	12/11/2024	
Inv 370778/1		225.35
Inv 371307/1		322.43
0 Total:		547.78
JHMS8020 - JHM Supply Total:		547.78
LASLLUNG - Lance, Soll & Lunghard LLP		
320321	12/11/2024	
Inv 65841		20,210.00
Inv 66261		21,247.50
Inv 66262		10,375.00
Inv 66263		57,920.09

Check Number	Check Date	Amount
320321 Total:		109,752.59
LASLLUNG - Lance, Soll & Lunghard LLP Total:		109,752.59
LXNX4010 - LexisNexis Claims Solutions Inc,		
320322	12/11/2024	
Inv 1028003653		8,144.47
320322 Total:		8,144.47
LXNX4010 - LexisNexis Claims Solutions Inc, Total:		8,144.47
MAC1529 - Macdonald, Douglas A.		
0	12/11/2024	
Inv SCD(NOV24)		780.65
0 Total:		780.65
MAC1529 - Macdonald, Douglas A. Total:		780.65
MCPSTI - Pusateri, Michele		
0	12/11/2024	
Inv PBALLNOV24		2,639.00
0 Total:		2,639.00
MCPSTI - Pusateri, Michele Total:		2,639.00
MILANOC - Milano, Christopher		
320325	12/11/2024	
Inv 80097811		590.00
320325 Total:		590.00
MILANOC - Milano, Christopher Total:		590.00
MNBL8170 - Crestline Software, LLC		
0	12/11/2024	
Inv INV10611		27,710.04
0 Total:		27,710.04
MNBL8170 - Crestline Software, LLC Total:		27,710.04
MSKM8032 - Mischook, Kim		
0	12/11/2024	
Inv BDNOV24		214.50
0 Total:		214.50

Check Number	Check Date	Amount
MSKM8032 - Mischook, Kim Total:		214.50
MTTRSFRM - Mattress Firm Inc.		
320323	12/11/2024	
Inv SO055314526		713.34
320323 Total:		713.34
MTTRSFRM - Mattress Firm Inc. Total:		713.34
MVCH3011 - MV Cheng & Associates Inc.		
320326	12/11/2024	
Inv 11/30/2024E		1,015.00
320326 Total:		1,015.00
MVCH3011 - MV Cheng & Associates Inc. Total:		1,015.00
NRPA8030 - National Recreation and Park Association		
320328	12/11/2024	
Inv 1312025		115.00
Inv MEMBER471915		180.00
320328 Total:		295.00
NRPA8030 - National Recreation and Park Association Total:		295.00
OCL8011 - OCLC Inc.		
0	12/11/2024	
Inv 1000411216		902.78
0 Total:		902.78
OCL8011 - OCLC Inc. Total:		902.78
OVDR8011 - OverDrive Inc.		
0	12/11/2024	
Inv 01148CO24344510		2,973.78
Inv 01148CO24345846		1,784.18
Inv 01148CO24345853		1,152.00
Inv 01148DA24352775		241.88
0 Total:		6,151.84
OVDR8011 - OverDrive Inc. Total:		6,151.84
PAY7788 - Payke Gymnastics Academy, Inc.		
320333	12/11/2024	
Inv PAYKE-NOV24		648.00

Check Number	Check Date	Amount
320333 Total:		648.00
PAY7788 - Payke Gymnastics Academy, Inc. Total:		648.00
PEG4590 - NUFIC		
320329	12/11/2024	
Inv November 2024		974.90
320329 Total:		974.90
PEG4590 - NUFIC Total:		974.90
PHOE4610 - Phoenix Group Information Systems		
320334	12/11/2024	
Inv 102024184		5,777.90
320334 Total:		5,777.90
PHOE4610 - Phoenix Group Information Systems Total:		5,777.90
PLCARIE - Plescia, Carrie		
0	12/11/2024	
Inv LATDANCENOV24		221.00
0 Total:		221.00
PLCARIE - Plescia, Carrie Total:		221.00
PMAB8021 - Budka, Pamela Avry		
320291	12/11/2024	
Inv ChairYogaDINov		168.00
Inv ChairYogaMoNov		89.60
Inv MedDropinNov		68.00
Inv MedMoNov		64.00
320291 Total:		389.60
PMAB8021 - Budka, Pamela Avry Total:		389.60
PMLDONG - Dong, Pamella C.		
0	12/11/2024	
Inv NovMartiaDropin		68.00
Inv NovQiGongDropin		60.00
0 Total:		128.00
PMLDONG - Dong, Pamella C. Total:		128.00
PRKWOD - Parkwood Landscape Maintenance, Inc.		

Check Number	Check Date	Amount
320331	12/11/2024	
Inv 108244		16,677.00
Inv 108245		17,314.00
Inv 108246		17,658.00
Inv 108551		51,894.22
320331 Total:		103,543.22
PRKWOD - Parkwood Landscape Maintenance, Inc. Total:		103,543.22
PROCST - Pro-Cast Products, Inc.		
0	12/11/2024	
Inv 81439		6,460.65
0 Total:		6,460.65
PROCST - Pro-Cast Products, Inc. Total:		6,460.65
PSLSV802 - Pasadena Live Scan Service		
320332	12/11/2024	
Inv 266		400.00
320332 Total:		400.00
PSLSV802 - Pasadena Live Scan Service Total:		400.00
PUBRSKAG - Public Agency Risk Management Association		
320335	12/11/2024	
Inv 2021		300.00
320335 Total:		300.00
PUBRSKAG - Public Agency Risk Management Association Total:		300.00
PUFG8267 - Wong, Pauline Sam		
0	12/11/2024	
Inv AdultNov		107.25
Inv SeniorNov		92.00
0 Total:		199.25
PUFG8267 - Wong, Pauline Sam Total:		199.25
QLTJTRTR - Quality Jet Rooter, Inc.		
320336	12/11/2024	
Inv 15842		23,000.00
Inv 15875		1,693.00
320336 Total:		24,693.00

Check Number	Check Date	Amount
QLTJTRTR - Quality Jet Rooter, Inc. Total:		24,693.00
RAMS3041 - Rogers Anderson, Malody & Scott LLP		
0	12/11/2024	
Inv 76407		1,100.00
0 Total:		1,100.00
RAMS3041 - Rogers Anderson, Malody & Scott LLP Total:		1,100.00
REPBEV - Republic EVS, LLC		
320337	12/11/2024	
Inv 12713		1,694.71
320337 Total:		1,694.71
REPBEV - Republic EVS, LLC Total:		1,694.71
RHAL9158 - RHA Landscape Architects-Planners		
320338	12/11/2024	
Inv 122009		540.00
Inv 122051		1,900.00
320338 Total:		2,440.00
RHAL9158 - RHA Landscape Architects-Planners Total:		2,440.00
RVCSTLLC - Revenue & Cost Specialist, LLC		
0	12/11/2024	
Inv 9279		4,970.00
Inv 9281		8,890.00
0 Total:		13,860.00
RVCSTLLC - Revenue & Cost Specialist, LLC Total:		13,860.00
RWGN8160 - Richards, Watson & Gershon		
320340	12/11/2024	
Inv 250295		3,564.00
Inv 250299		30,523.95
Inv 250300		2,576.00
Inv 250301		225.00
Inv 250767		36,599.85
Inv 250768		31.00
Inv 250769		1,620.00
Inv 250770		6,702.99
Inv 250771		2,716.00
Inv 250773		1,988.00
Inv 250774		660.00
320340 Total:		87,206.79

Check Number	Check Date	Amount
RWGN8160 - Richards, Watson & Gershon Total:		87,206.79
RYAN - Garcia, Ryan		
320311	12/11/2024	
Inv 11/04/2024		71.29
320311 Total:		71.29
RYAN - Garcia, Ryan Total:		71.29
SAN4958 - San Marino Security System		
320342	12/11/2024	
Inv 50324		1,569.00
Inv 51097		1,569.00
320342 Total:		3,138.00
SAN4958 - San Marino Security System Total:		3,138.00
SAXE2013 - Saxe-Clifford PH.D, Susan		
320343	12/11/2024	
Inv 24-1118-6		450.00
320343 Total:		450.00
SAXE2013 - Saxe-Clifford PH.D, Susan Total:		450.00
SCML5010 - McLellan, Scott		
320324	12/11/2024	
Inv 076964		250.00
320324 Total:		250.00
SCML5010 - McLellan, Scott Total:		250.00
SCRR4010 - Superior Court of California, County of LA		
320346	12/11/2024	
Inv October 2024		4,145.00
320346 Total:		4,145.00
SCRR4010 - Superior Court of California, County of LA Total:		4,145.00
SHO7777 - Showcases		
0	12/11/2024	
Inv 329643		303.21
0 Total:		303.21

Check Number	Check Date	Amount
SHO7777 - Showcases Total:		303.21
SOGA6501 - SoCalGAS		
320345	12/11/2024	
Inv 11/1/24-12/1/24		20.73
320345 Total:		20.73
SOGA6501 - SoCalGAS Total:		20.73
SOU3232 - South PasadenaTournament of Roses Association		
0	12/11/2024	
Inv June5,2024Staff		12,000.00
0 Total:		12,000.00
SOU3232 - South PasadenaTournament of Roses Association Total:		12,000.00
SSSS8267 - Round Star West, LLC		
0	12/11/2024	
Inv S.S.S-OCT24		1,591.20
0 Total:		1,591.20
SSSS8267 - Round Star West, LLC Total:		1,591.20
STA5219 - Staples Business Advantage		
0	12/11/2024	
Inv 6016408039		270.82
Inv 6016933358		241.94
Inv 6016933361		18.18
Inv 6016989434		47.55
Inv 6017098312		36.99
Inv 6017272932		203.89
Inv 6017272934		63.74
Inv 6017402622		137.78
Inv 6017463014		95.24
Inv 6017463015		63.74
Inv 6017463016		100.31
Inv 6017532025		39.46
Inv 6017532029		783.16
Inv 6018675798		221.26
Inv 6018675800		13.66
0 Total:		2,337.72
STA5219 - Staples Business Advantage Total:		2,337.72
SWOR8032 - Swords Fencing Studio		
320347	12/11/2024	
Inv SWFENCING-NOV		768.00

Check Number	Check Date	Amount
320347 Total:		768.00
SWOR8032 - Swords Fencing Studio Total:		768.00
THES8267 - Siegel, Theodore		
320344	12/11/2024	
Inv 162025		150.00
320344 Total:		150.00
THES8267 - Siegel, Theodore Total:		150.00
TSUHNG - Huang, Tsu Jit		
0	12/11/2024	
Inv NOVCARDIO-24		65.00
0 Total:		65.00
TSUHNG - Huang, Tsu Jit Total:		65.00
UND6710 - Underground Service Alert/SC		
320350	12/11/2024	
Inv 1020240707		137.65
Inv 1120240704		117.30
Inv 24-251517		55.40
Inv 24-251886		55.40
320350 Total:		365.75
UND6710 - Underground Service Alert/SC Total:		365.75
UPP7789 - Upper San Gabriel Valley MWD		
320351	12/11/2024	
Inv SoPas-11.26.24		854.03
320351 Total:		854.03
UPP7789 - Upper San Gabriel Valley MWD Total:		854.03
VAR1111 - Vargas, Ruben		
320352	12/11/2024	
Inv 11/08/2024		18.09
320352 Total:		18.09
VAR1111 - Vargas, Ruben Total:		18.09
VUL6601 - Vulcan Materials Company		
0	12/11/2024	

Check Number	Check Date	Amount
Inv 1688489		1,190.70
Inv 2018173		1,587.60
0 Total:		2,778.30
VUL6601 - Vulcan Materials Company Total:		2,778.30
WES4152 - West Coast Arborists, Inc.		
0	12/11/2024	
Inv 221511		1,190.00
Inv 221512		46,080.00
Inv 222073		425.00
Inv 222116		42,570.00
0 Total:		90,265.00
WES4152 - West Coast Arborists, Inc. Total:		90,265.00
WES6711 - Western Water Works Supply Company		
320353	12/11/2024	
Inv 1261516-00		574.16
320353 Total:		574.16
WES6711 - Western Water Works Supply Company Total:		574.16
Total:		733,942.15

City of
SOUTH PASADENA

Online Payment Log			
Date	**Vendor**	**Amount**	**Description**
11/27/2024	Pitney Bowes	$2,000.00	Postage Meter Pre-Paid Funds (10/18/24-11/27/2024).
12/9/2024	So Cal Gas	$1,107.19	Online Payment for City Owned Natural Gas Accounts.
12/10/2024	So Cal Edison	$15,206.18	Online Payment for Various City Owned Electric Accounts.
Total:		***$18,313.37***	

Payroll

Payroll Summary Report

Payroll Date:	**12/6/2024**	**Regular**		
Checks			$	-
Direct Deposits			$	528,749.44
IRS Payments			$	109,317.80
EDD - State of CA			$	34,765.36
PERS Pension			$	141,788.27
Deferred Comp			$	26,202.37
PERS Health			$	-
		Subtotal:	**$**	**840,823.24**

Payroll Date:	**12.11.2024**	**Off-Cycle**		
Checks			$	1,522.66
Direct Deposits			$	3,358.69
IRS Payments			$	828.12
EDD - State of CA			$	372.36
PERS Pension				
Deferred Comp				
PERS Health				
		Subtotal:	**$**	**6,081.83**

Grand Total:	**$**	**846,905.07**

CITY OF SOUTH PASADENA

320269

Vendor Name: Lance, Soll & Lunghard LLP
Vendor Number: LASLLUNG
Check Date: 12/3/2024
Check Amount: 63,054.82

Invoice Number	Date	Description	Amount
65838	11/1/2024	Item No. 15 July 17, 2024 City Council Agenda Report	38,104.82
65839	11/1/2024	Item No. 15 July 17, 2024 City Council Agenda Report	4,740.00
65841	11/1/2024	Item No. 15 July 17, 2024 City Council Agenda Report	20,210.00

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CITY OF SOUTH PASADENA
General Account
1414 Mission Street
South Pasadena, CA 91030
(626) 403-7254

WARNING
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Bank of the West
1-800-488-2265

90-4284/1222

320269

Date	Amount
12/3/2024	63,054.82

Pay: SIXTY-THREE THOUSAND FIFTY-FOUR AND 82 / 100

To the order of:

Lance, Soll & Lunghard LLP
203 N. Brea Blvd., Suite # 203
Brea, CA 92821

Void 12/3/24.

⑈320269⑈ ⑆122242843⑆ 04153368⑈

CITY OF SOUTH PASADENA

320269

Vendor Name: Lance, Soll & Lunghard LLP
Vendor Number: LASLLUNG
Check Date: 12/3/2024
Check Amount: 63,054.82

Invoice Number	Date	Description	Amount
65838	11/1/2024	Item No. 15 July 17, 2024 City Council Ager	38,104.82
65839	11/1/2024	Item No. 15 July 17, 2024 City Council Ager	4,740.00
65841	11/1/2024	Item No. 15 July 17, 2024 City Council Ager	20,210.00

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Ref No: G908900649

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NAME OF FINANCIAL INSTITUTION

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Erasure Protection	• White mark appears when erased
Security Screen	• Absence of "Original Document" verbiage on back of check

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Transaction Details

Stop Type	Stop Status	Reference Number
Single	Confirmed	20241203222532160

Account

41533688 - CITY OF SOUTH PASADENA OPERATING - USD

Check Number

320269

Payee	Amount
	63,054.82

Expiry Date

2025-12-03

Reason for Stop

Other

Term

12 Months

Accounts Payable

Void Check Proof List

User: wliu
Printed: 12/03/2024 - 2:45PM
Batch: 00001.12.2024

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: LASLLUNG	Lance, Soll & Lunghard LLP									
Check No: 320269	Check Date: 12/03/2024									
	12,126.00	65841	11/01/2024	Item No. 15 July 17, 2024 City Counci				25290	No	1
101-3010-3011-8170-000										
	22,862.90	65838	11/01/2024	Item No. 15 July 17, 2024 City Counci				25290	No	1
101-3010-3011-8170-000										
	7,620.96	65838	11/01/2024	Item No. 15 July 17, 2024 City Counci				25290	No	2
500-3010-3012-8170-000										
	2,844.00	65839	11/01/2024	Item No. 15 July 17, 2024 City Counci				25290	No	1
101-3010-3011-8170-000										
	4,042.00	65841	11/01/2024	Item No. 15 July 17, 2024 City Counci				25290	No	2
500-3010-3012-8170-000										
	948.00	65839	11/01/2024	Item No. 15 July 17, 2024 City Counci				25290	No	2
500-3010-3012-8170-000										
	948.00	65839	11/01/2024	Item No. 15 July 17, 2024 City Counci				25290	No	3
210-6010-6501-8170-000										
	7,620.96	65838	11/01/2024	Item No. 15 July 17, 2024 City Counci				25290	No	3
210-6010-6501-8170-000										
	4,042.00	65841	11/01/2024	Item No. 15 July 17, 2024 City Counci				25290	No	3
210-6010-6501-8170-000										
Check Total:	63,054.82									
Vendor Total:	63,054.82									
Report Total:	63,054.82									

Accounts Payable

Void Check Distribution List

User: wliu
Printed: 12/3/2024 - 2:54 PM
Batch: 00001.12.2024

	DR Amount	CR Amount	Acct Number	Description	Vendor
Section 1:101General Fund					
	37,832.90	0.00	101-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	12,126.00	101-3010-3011-8170-000	Professional Service	LASLLUNG
	0.00	2,844.00	101-3010-3011-8170-000	Professional Service	LASLLUNG
	0.00	22,862.90	101-3010-3011-8170-000	Professional Service	LASLLUNG
Total for Section 1:101	37,832.90	37,832.90			
Section 1:210Sewer					
	12,610.96	0.00	210-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	948.00	210-6010-6501-8170-000	Professional Service	LASLLUNG
	0.00	7,620.96	210-6010-6501-8170-000	Professional Service	LASLLUNG
	0.00	4,042.00	210-6010-6501-8170-000	Professional Service	LASLLUNG
Total for Section 1:210	12,610.96	12,610.96			
Section 1:500Water					
	12,610.96	0.00	500-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	7,620.96	500-3010-3012-8170-000	Professional Services	LASLLUNG
	0.00	948.00	500-3010-3012-8170-000	Professional Services	LASLLUNG
	0.00	4,042.00	500-3010-3012-8170-000	Professional Services	LASLLUNG
Total for Section 1:500	12,610.96	12,610.96			
Grand Total:	63,054.82	63,054.82			

AP Workflow Requisition Form

Requested By

Department: Finance Department - 3011

Date: 12/2/2024

Fiscal Year: FY 2024-25

Payable To

Vendor: Lance, Soll & Lunghard, LLP

Address: 203 N. Brea Blvd. Suite 203

Brea, CA 92821

Description: Professional Services

Purchase Order Information

PO #: 25290

Contract End Date (if applicable):

☐ Close PO

Account #	Invoice #	Amount
101-3010-3011-8020-000 (60%)	65838	$ 22,862.89
500-3010-3012-8170-000 (20%)	65838	$ 7,620.96
210-6010-6501-8170-000 (20%)	65838	$ 7,620.96
101-3010-3011-8020-000 (60%)	65839	$ 2,844.00
500-3010-3012-8170-000 (20%)	65839	$ 948.00
210-6010-6501-8170-000 (20%)	65839	$ 948.00
101-3010-3011-8020-000 (60%)	65841	$ 12,126.00
500-3010-3012-8170-000 (20%)	65841	$ 4,042.00
210-6010-6501-8170-000 (20%)	65841	$ 4,042.00
		$ -
		$ -
		$ -
500-3010-3012-8170-000 (20%)		$ -
	Total:	$ *63,054.82*

Clarissa Koo

From: Luis Frausto
Sent: Monday, December 2, 2024 10:48 AM
To: Clarissa Koo; William Castrillon
Subject: FW: Statement for City of South Pasadena from Lance, Soll & Lunghard, LLP (LSL).

Please ensure we are caught up with LSL invoices as well, thanks.

Luis Frausto
(626) 403-7234

From: Lance Soll & Lunghard, LLP (LSL) <billing@lslcpas.com>
Sent: Monday, December 2, 2024 9:11 AM
To: Luis Frausto <lfrausto@southpasadenaca.gov>
Subject: Statement for City of South Pasadena from Lance, Soll & Lunghard, LLP (LSL). 25290

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

LSL

You have 3 invoice(s) with a total balance of $63,054.82.

Thank you for being a valued client. This reminder may include invoice(s) that were sent recently as well as those that are due or overdue and might also include invoices that have been recently paid through a check or wire transfer.

101-3010-3011-8170-000 (60%) = 37,832.90
506-3010-3012-8170-000 (20%) = 12,610.96
210-6010-6501-8170-000 (20%) = 12,610.96

63,054.82

Current	0-30 days past due	31–60 days past due	61–90 days past due	91–120 days past due	Over 120 days past due
--	--	$63,054.82	--	--	--

Review & Pay

Subtotal	$63,054.82
Total Amount	**$63,054.82**

31-60 days past due



#65838 — $38,104.82
Due November 01, 2024



#65839 — $4,740.00
Due November 01, 2024



#65841 — $20,210.00
Due November 01, 2024

Purchase Orders

PO List

User: ckoo
Printed: 12/02/2024 - 11:37AM

PO# / Vendor / Line	Date / Name / Account	PO Desc / Line Desc	PM Task	Amount		Invoiced	Balance	Encumbered	
25290	11/13/2024								
LASLLUNG	Lance, Soll & Lunghard LLP								
001	101-3010-3011-8170-000	Item No. 15 July 17, 2024 City Counc	-	108,000.00	60%	25,706.90	82,293.10	82,293.10	60%
002	500-3010-3012-8170-000	Item No. 15 July 17, 2024 City Counc	-	36,000.00	20%	8,568.96	27,431.04	27,431.04	20%
003	210-6010-6501-8170-000	Item No. 15 July 17, 2024 City Counc	-	36,000.00	20%	8,568.96	27,431.04	27,431.04	20%
			PO Total	180,000.00		42,844.82	137,155.18	137,155.18	
			Report Total:	180,000.00		42,844.82	137,155.18	137,155.18	

City Council Agenda Report

ITEM NO. 16

DATE: December 18, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Mark Perez, Deputy City Clerk

SUBJECT: **CONSIDERATION OF APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES FOR DECEMBER 4, 2024**

Recommendation
It is recommended that the City Council consider the approval of the minutes for the Regular City Council Meeting for December 4, 2024.

Executive Summary
Attached for the City Council's consideration and approval are meeting minutes 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.

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

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.

Attachment:
Attachment- December 4,2024- Regular City Council Meeting Minutes

CITY OF SOUTH PASADENA
CITY COUNCIL - REGULAR MEETING

M I N U T E S
WEDNESDAY, DECEMBER 4, 2024, AT 7:00 P.M.

CALL TO ORDER:

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Pro Tem Donovan on Wednesday, December 4, 2024, at 7:05 P.M. The City Council Chambers are located at 1424 Mission Street, South Pasadena, California.

ROLL CALL:

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

Mark Perez, Deputy City Clerk announced a quorum.

CITY STAFF PRESENT:

Donald Penman, Interim City Manager; Roxanne Diaz, City Attorney; Mark Perez, 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 Cacciotti.

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

A. REAL PROPERTY NEGOTIATIONS
Government Code Section 54956.8

1. Property Address: 216 Fairview Avenue, APN: 5317-012-906
   Agency Negotiator: Donald Penman, Interim City Manager; Dave Knight, Dave Knight Real Estate Team
   Negotiating Party: CnC Group LLC; David C. Cheng, et al; Evanna Holdings LLC; J&C Group, Inc.; NELA Value Fund I, Inc.; Sawyer Design Company LLC; Shuhua Zheng and Hui-Wen Su; Sohejl Darvish; TR Studio, LLC
   Under Negotiation: Price and Terms of Payment

2. Property Address: 913 Meridian Avenue
   Agency Negotiator: Donald Penman, Interim City Manager
   Negotiating Party: South Pasadena Preservation Foundation
   Under Negotiation: Price and Terms of Payment

B. CONFERENCE WITH LEGAL COUNSEL: ANTICIPATED LITIGATION-SIGNIFICANT EXPOSURE TO LITIGATION
Government Code Section 54956.9 (d)(2)
Number of Potential Cases: 1

City Attorney Roxanne Diaz stated that no reportable action was taken during the closed session.

PUBLIC COMMENT

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

In Person Public Comments:

Bianca Richards spoke regarding city staff and the increased solid waste services notice.

Yvonne LaRose spoke regarding elected officials and safe harbor legislation.

PRESENTATIONS

3. PRESENTATION BY THE SOUTH PASADENA TOURNAMENT OF ROSES OF RAFFLE TICKETS

Mayor Pro Tem Donovan and Alan Vlacich from the South Pasadena Tournament of Roses announced the raffle ticket winners.

4. MERCHANT MINUTE – SUGARMYNT GALLERY

Laurie Wheeler, Chamber of Commerce President introduced the business.

CHANGES TO AGENDA

5. REORDERING OF, ADDITIONS, OR DELETIONS TO AGENDA

None.

CONSENT CALENDAR

Item No. 8 was pulled for separate discussion via public comment. A motion was made by Councilmember Cacciotti and seconded by Councilmember Primuth to approve Item Nos. 6, 7, 9-14 of the consent calendar as presented. The motion carried 4-0-1, by the following vote:

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

6. CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $143,862.31; GENERAL CITY WARRANTS IN THE AMOUNT OF $303,521.18; ONLINE PAYMENTS IN THE AMOUNT OF $143,473.62; VOIDS IN THE AMOUNT OF $0; PAYROLL IN THE AMOUNT OF $1,136,417.29

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

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

7. CONSIDERATION OF APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES FOR NOVEMBER 20, 2024

Recommendation
It is recommended that the City Council consider the approval of the minutes for the Regular City Council Meeting for November 20, 2024.

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

8. CONSIDERATION OF APPROVAL OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ROBERT HALF INTERNATIONAL INC., FOR MUNICIPAL STAFFING SERVICES IN AN AMOUNT NOT-TO-EXCEED $81,000, FOR A NEW TOTAL-NOT-TO-EXCEED AMOUNT OF $111,000

Recommendation
It is recommended that the City Council consider approval of an Amendment to the Professional Services Agreement with Robert Half International, Inc., for continued municipal staffing services, in the amount of $81,000, and for a new total not -to-exceed amount of $111,000.

In-Person Public Comment
Yvonne LaRose spoke regarding the item.

Luis Frausto, Management Services Director, responded to questions from the City Council.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Braun and seconded by Councilmember Cacciotti to approve Item No. 8 as presented. The motion carried 4-0-1, by the following vote:

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

9. RECEIVE AND FILE LIBRARY SPECIAL TAX FISCAL YEAR 2023-2024 ANNUAL REPORT

Recommendation
It is recommended that the City Council receive and file a report on the Fiscal Year 2023-2024 Library Special Tax as required by the State of California Local Agency Special Tax and Bond Accountability Act.

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

10. CONSIDER AUTHORIZING THE CITY MANAGER TO APPROVE ADDITIONAL PAYMENTS UP TO $35,000 TO GRBCON FOR REMAINING CONSTRUCTION REPAIR SERVICES RELATED TO SEWER AND STORM DRAIN SYSTEM REPAIRS AT FREMONT AVENUE AND HUNTINGTON DRIVE

Recommendation

It is recommended that the City Council authorize the City Manager to approve additional payments to GRBCon, Inc. for remaining construction repair services up to an additional $35,000.

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

11. CONSIDER EXECUTION OF A FUND TRANSFER AGREEMENT WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT TO RECIEVE SAFE CLEAN WATER PROGRAM FUNDING FOR FISCAL YEARS 2024-2025, 2025-2026, 2026-2027, AND 2027-2028

Recommendation

It is recommended that the City Council consider authorizing the City Manager to execute the fund Transfer Agreement with the Los Angeles County Flood Control District to receive Safe Clean Water Program Municipal Funds.

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

12. CONSIDER APPROVAL OF THE FIFTH AMENDMENT TO THE CONTRACT WITH RIGHT OF WAY, INC. TO EXTEND THE CONTRACT TERM FOR K-RAIL EQUIPMENT RENTAL TO DECEMBER 31, 2025, INCREASE THE TOTAL NOT TO EXCEED AMOUNT OF THE CONTRACT TO $167,500, AND APPROPRIATE $65,000 OF MEASURE M FUNDING FOR K-RAIL EQUIPMENT, INCLUDING $20,000 FOR THE PURCHASE OF NEW K-RAILS

Recommendation

It is recommended that the City Council:

1. Approve the Fifth Amendment to the contract with Right of Way, Inc. to extend the term to December 31, 2025, and increase the maximum compensation by $45,000, for a new not to exceed amount of $167,500; and
2. Appropriate $65,000 from Measure M Fund 236 into Public Works Measure M Contract Services Account No. 236-6010-6011-8180-000 for the rental, removal, and purchase of K-rail equipment.

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

13. CONSIDER APPROVAL OF A TASK ORDER WITH NV5 FOR POCKET PARK PROJECT CONSTRUCTION AND INSPECTION MANAGEMENT SERVICES

Recommendation

It is recommended that the City Council approve the Task Order under a Master On-Call Professional Services Agreement with NV5,in the final form approved by the City Attorney, to provide project management, construction management, and inspection management services for the City's pocket park projects in the amount of $169,520.00.

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

14. CONSIDERATION OF APPROVAL OF A MEMORANDUM OF AGREEMENT WITH THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS FOR THE ACTIVE STREETS MISSION-TO-MISSION 2025 EVENT

Recommendation

It is recommended that the City Council consider approval of a Memorandum of Agreement (MOA) between the San Gabriel Valley Council of Governments (SGVCOG) and the Cities of Alhambra, San Gabriel, and South Pasadena for the Active Streets Mission-to-Mission 2025 Event, and commit staff time towards the required in-kind match.

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

PUBLIC HEARING

15. CONSIDERATION AND ADOPTION OF A RESOLUTION ESTABLISHING AN AFFORDABLE HOUSING IN-LIEU FEE FOR ELIGIBLE PROJECTS SUBJECT TO THE INCLUSIONARY HOUSING ORDINANCE

Recommendation

It is recommended that the City Council:

1. Review the analysis presented in the attached EPS memo (Attachment 2)
2. Adopt a Fee Resolution (Attachment 1) to establish an affordable housing in-lieu fee pursuant to the Inclusionary Housing Ordinance (SPMC Section 36.375)

Dean Flores, Senior Planner and Julie Cooper, EPS gave a presentation and responded to questions from the City Council.

The Mayor opened the Public Hearing at 7:58 P.M.

In-Person Public Comment:

Anne Bagasao, Lula Cummings, and Yvonne LaRose spoke regarding the item.

Zoom Public Comment:

Joanne Nuckols spoke regarding the item.

The Mayor closed the Public Hearing at 8:10 P.M.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Primuth and seconded by Councilmember Braun to continue Item No. 15 to a date in February or a date to be determined by the City Manager. Staff is directed to conduct a community meeting prior to bringing the item back on the implementation side of the program.
The motion carried 4-0-1, by the following vote:

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

ACTION/DISCUSSION

16. DISCUSSION AND DIRECTION REGARDING A SPECIAL EVENT FEE TO BE CHARGED FOR THE USE OF THE ARROYO SECO GOLF COURSE BY THE SOUTH PASADENA EDUCATIONAL FOUNDATION

Recommendation
It is recommended that the City Council discuss and provide direction regarding a special event fee to be charged for the use of the Arroyo Seco Golf Course by the South Pasadena Educational Foundation.

Lucy Hakobian, Community Services Director, gave a presentation and responded to questions from the City Council.

In-Person Public Comment:

Anne Bagasao and Rob Clyde spoke regarding the item.

Zoom Public Comment:

Steven Lawrence spoke regarding the item.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Primuth and seconded by Councilmember Braun to continue to waive the fee for SPEF events for the year 2025.

The motion carried 4-0-1, by the following vote:

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

17. CONSIDER THE TRANSFER OF FUNDS FROM THE STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF) FOR ELIGIBLE ESSENTIAL GOVERNMENT SERVICES OFFSETTING ELIGIBLE GOVERNMENT SERVICE EXPENDITURES INCURRED BY THE GENERAL FUND FOR FISCAL YEARS 2023-2024 ($3,328,379) AND 2024-2025 ($1,441,863-PRIOR TO DECEMBER 31, 2024); APPROVE THE ACCOUNTING AND TRANSFERS NECESSARY TO UTILIZE GENERAL FUND SAVINGS AS A RESULT OF THE REVENUE REPLACEMENT UNDER SLFRF TO FUND ALREADY APPROVED CAPITAL PROJECTS AND OTHER USES IN THE AMOUNT OF $2,093,888; AND ESTABLISH A SPECIAL PROJECTS FUND TO DEPOSIT THE REMAINING GENERAL FUNDS SAVINGS ($2,676,355) FOR FUTURE USE AS APPROVED BY THE CITY COUNCIL

Recommendation

It is recommended that the City Council consider:

1. Creating a Special Projects Fund 116 for General Fund savings generated as a result of utilizing State and Local Fiscal Recovery Funds (SLRF); and
2. Approving the transfer of approximately $3,328,379 from SLRF for eligible essential government services under the SLFRF Final Rule for Fiscal Year 2023-2024, offsetting eligible government service expenditures incurred by the General Fund; and
3. Approving the transfer of approximately $1,441,863 from SLRF for eligible essential government services under the SLFRF Final Rule for Fiscal Year 2024-2025, offsetting eligible government service expenditures incurred by the General Fund; and
4. Approving the necessary accounting and transfers to utilize the General Fund savings to fund approved capital projects and other uses in an approximate amount of $2,093,888; and

5. Approving the necessary accounting and transfers to deposit the remaining General Fund savings into the Special Projects Fund 116 for future use as approved by the City Council, in the approximate amount of $2,676,355.

Ted Gerber, Public Works Director, gave a presentation and responded to questions from the City Council.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Braun and seconded by Councilmember Cacciotti to approve Item No. 17, as presented. The motion carried 4-0-1, by the following vote:

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

18. CONSIDERATION OF A SITE LEASE AGREEMENT WITH COAST ENERGY OPERATING, LLC TO DEVELOP A SOLAR CARPORT AND BATTERY BACKUP SYSTEM AT THE HOPE STREET AND MOUND AVENUE CITY-OWNED PARKING LOT

Recommendation
It is recommended that the City Council authorize the City Manager to enter into a Solar and Storage Site Lease Agreement with Coast Energy Operating, LLC (Coast Energy), through the Clean Power Alliance (CPA) Power Ready Program, in the form finalized and approved by the City Manager and City Attorney to develop a solar carport and battery backup system at the Hope Street and Mound Avenue City-owned parking lot.

Ted Gerber, Public Works Director, and Matthew Langer, Chief Operating Officer from the Clean Power Alliance gave a presentation and responded to questions from the City Council.

Zoom Public Comment:

Steven Lawrence spoke regarding the item.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Cacciotti and seconded by Councilmember Primuth to approve Item No. 18 as presented. The motion carried 3-1-1, by the following vote:

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

PUBLIC COMMENT – CONTINUED

19. CONTINUED PUBLIC COMMENT - GENERAL

None.

COMMUNICATIONS

20. COUNCILMEMBERS COMMUNICATIONS

Councilmember Cacciotti spoke regarding his attendance at the Holy Family Church Food Drive and the San Gabriel Valley Council of Governments Homeless Committee.

21. CITY MANAGER COMMUNICATIONS

None.

ADJOURNMENT
There being no further matters, Mayor Pro Tem Donovan adjourned the meeting at 10:07 P.M. to the next Regular City Council meeting scheduled on Wednesday, December 18, 2024.

Respectfully submitted:

_____
Mark Perez
Deputy City Clerk

APPROVED

_____
Jack Donovan
Mayor Pro Tem

Attest:

_____
Mark Perez
Deputy City Clerk

City Council Agenda Report

ITEM NO. 17

DATE: December 18, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Luis Frausto, Management Services Director

SUBJECT: **CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA APPROVING A SIDE LETTER OF AGREEMENT AMENDING SECTION 4 OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOUTH PASADENA AND THE SOUTH PASADENA FIREFIGHTERS' ASSOCIATION**

Recommendation

It is recommended that the Council consider:

1. Adopting the Resolution approving the side Letter of Agreement between the City of South Pasadena and the South Pasadena Firefighters' Association and;
2. Authorizing the City Manager to execute the Letter of Agreement.

Executive Summary

This staff report recommends City Council approval of a Side Letter of Agreement (LOA) with the South Pasadena Firefighters' Association (FFA) to amend Section 4 of the existing Memorandum of Understanding (MOU). The proposed changes introduce targeted compensation enhancements, including Education Pay, DMV Firefighter Endorsement Pay, Company Officer Certificate Pay, and Paramedic Certificate Pay. These updates aim to address recruitment and retention challenges by aligning compensation with market standards and recognizing employees' professional development.

The LOA represents a strategic effort to attract and retain qualified fire personnel while fostering a skilled workforce capable of meeting the City's public safety needs. Approval of this agreement supports the City's goals of workforce stability, operational excellence, and maintaining high-quality public safety services.

Background

California Government Code Section 3500, et seq. (Meyers-Milias-Brown Act), requires public employers to meet and confer with employee associations regarding wages, hours, and other terms and conditions of employment. In compliance with this requirement, City staff engaged in discussions with the South Pasadena Firefighters' Association (FFA) to negotiate amendments to Section 4 of the Memorandum of Understanding (MOU) related to compensation.

The current MOU, effective from July 1, 2022, through June 30, 2025, did not fully address evolving labor market challenges, including increased costs of living and recruitment

difficulties. To address these issues, the City and the FFA reached an agreement to enhance compensation through the introduction of Education Pay, DMV Firefighter Endorsement Pay, Company Officer Certificate Pay, and Paramedic Certificate Pay.

These enhancements reflect the City Council's policy goals to recognize employee dedication, improve recruitment and retention of fire personnel, and align compensation with market conditions. By incentivizing professional development and specialized skills, these updates support the City's commitment to maintaining a skilled and motivated workforce, ensuring the continued delivery of high-quality public safety services.

Analysis

The proposed Side Letter of Agreement (LOA) introduces strategic updates to Section 4 of the existing Memorandum of Understanding (MOU) between the City of South Pasadena and the South Pasadena Firefighters' Association (FFA). These changes are designed to address critical labor market challenges by enhancing compensation and recognizing professional development achievements among fire personnel.

Key Changes from the Existing MOU:

Education Pay

- Establishes a monthly stipend for educational attainment:
  - $150 for an Associate's Degree.
  - $200 for a Bachelor's Degree.
- Only the highest level of educational pay is awarded, and documentation must be provided.

DMV Endorsement Pay

- Introduces a 2% base pay increase for bargaining unit members with a firefighter endorsement on their driver's license, provided the endorsement is not required by their classification or position.

Company Officer Certificate Pay

- Offers an additional 2.5% of base pay for members holding and maintaining a valid Company Officer Certificate (or Fire Officer Certificate issued before December 31, 2016), recognizing advanced training and leadership qualifications.

Paramedic Certificate Pay

- Provides a $100 monthly stipend for sworn classifications (excluding Firefighter/Paramedics) possessing a valid Paramedic Certificate.

Compensation for these benefits would begin on the first full pay period after City Council approval and Human Resources verification.

The labor market for fire personnel has grown increasingly competitive, driven by rising living costs and evolving economic conditions. These proposed enhancements align compensation with market standards and address recruitment and retention challenges. By rewarding professional certifications and education, the City demonstrates its commitment to attracting qualified candidates and retaining experienced personnel, thereby strengthening public safety services.

This LOA represents a thoughtful update to the existing MOU, integrating targeted incentives that support the City's goals of workforce stability and operational excellence. Approval of this agreement is essential to maintaining competitive compensation structures, ensuring the City's ability to provide high-quality public safety services.

Alternatives (if applicable)

Possible alternatives to staff's recommendations include:

1. Not Approve the Side Letter of Agreement: The City Council may choose not to approve the proposed side letter of agreement. This would result in the continuation of the existing compensation structure, potentially exacerbating challenges in retaining and recruiting qualified firefighters. The City may face increased difficulties in maintaining adequate staffing levels, which could impact public safety services.
2. Modify the Proposed Side Letter of Agreement: The City Council could direct staff to renegotiate certain terms within the side letter. This option may delay the implementation of the enhanced compensation structure, potentially affecting the City's ability to address immediate recruitment and retention challenges. Any significant modifications would require further discussions with the FFA and could extend the meet and confer process.
3. Approve the Side Letter of Agreement with Specific Conditions: The City Council may approve the side letter with conditions or additional requirements. This approach allows for adjustments to the terms while still moving forward with enhanced compensation. However, additional negotiations may be required and could delay the final implementation.

Fiscal Impact

The fiscal impact of the proposed Side Letter of Agreement (LOA) for FY 2024-25 is estimated to be $50,706. This cost will be covered through vacancy savings within the Fire Department for the current fiscal year. In future years, the recurring costs associated with these enhanced compensation benefits will be incorporated into the City's annual budgeting process and funded through the General Fund.

Attachment:

Attachment 1- Proposed Resolution

Attachment 2- Exhibit A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, APPROVING A SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF SOUTH PASADENA AND THE SOUTH PASADENA FIREFIGHTERS' ASSOCIATION AMENDING SECTION 4 OF THE EXISTING MEMORANDUM OF UNDERSTANDING

WHEREAS, the current collective bargaining agreement between the City and the South Pasadena Firefighters' Association (FFA) was executed on June 15, 2022, for a term from July 1, 2022, to June 30, 2025; and

WHEREAS, the City Council now desires to amend Section 4 of the MOU to update compensation related to education incentives, DMV endorsements, Company Officer certifications, and Paramedic certifications to address changes in economic and employment market conditions; and

WHEREAS, the City met and conferred with the FFA on multiple occasions to discuss the terms and conditions of these proposed amendments; and

WHEREAS, the City and the FFA have agreed to the terms included in the attached Letter of Agreement, attached hereto as "Exhibit A."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The Letter of Agreement (LOA) between the City of South Pasadena and the South Pasadena Firefighters' Association, attached as Exhibit A, is hereby approved and adopted by the City Council of the City of South Pasadena.

SECTION 2. By adopting this Resolution, Section 4 of Resolution No. 7776, which represents the Memorandum of Understanding between the City and the South Pasadena Firefighter's Association, is being amended in the manner set forth in the attached LOA, Exhibit A.

SECTION 3. The City Council authorizes the City Manager, or designee, to execute the referenced Side Letter of Agreement on behalf of the City of South Pasadena.

SECTION 4. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED, AND ADOPTED ON this 18th day of December, 2024.

_____
Mayor

ATTEST:

_____
Mark Perez, Deputy City Clerk
(seal)

APPROVED AS TO FORM:

_____
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 18th day of December 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mark Perez, Deputy City Clerk
(seal)

LETTER OF AGREEMENT
BETWEEN THE CITY OF SOUTH PASADENA AND THE SOUTH PASADENA FIREFIGHTERS' ASSOCIATION
MODIFICATION OF COMPENSATION BENEFITS

The City of South Pasadena (hereinafter referred to as "City") and the South Pasadena Firefighters' Association (hereinafter referred to as "FFA") agree to modify Section 4 (Compensation) of the existing Memorandum of Understanding (MOU) as follows:

NEW: 4(h) - Education Pay

1. **Purpose**
   The educational incentive program encourages professional development and higher educational attainment among FFA bargaining unit members. This program recognizes the value of continued education in enhancing job performance and career advancement.

2. **Education Special Pay**

   A. Bargaining unit members who have completed at least one (1) year of service with the South Pasadena Fire Department and who hold or earn an associate or bachelor's degree shall be eligible for additional compensation as outlined below. This compensation will take effect the first day of the first full pay period following the date the City Council adopts this LOA and following the date when the Human Resources Division verifies eligibility. To qualify, employees must provide official documentation from a regionally accredited college or university to the Human Resources Division.

Pay Type	Monthly Amount
Associate's Degree	$150 per month
Bachelor's Degree	$200 per month

   B. Bargaining unit members may receive only the highest level of Education Special Compensation pay to which they are entitled. Education pay may not be combined.

NEW: 4(i) – DMV Endorsement Pay

1. **Purpose**
   To incentivize obtaining and maintaining specialized driver's license endorsements required for fire department operations (firefighter endorsements).

2. **DMV Endorsement Special Pay**

   Bargaining unit members who possess and maintain a valid driver's license with a firefighter endorsement, when such endorsement is not a requirement of their classification or position, shall receive an additional 2% of their base pay. This compensation will take effect the first day of the first full pay period following the

date the City Council adopts this LOA and following the date when the Human Resources Division verifies eligibility.

NEW: 4(j) – Company Officer Certificate Pay

1. **Purpose**
   To reward and encourage bargaining unit members to earn their Company Officer Certification, demonstrating advanced training and leadership qualifications.

2. **Company Officer Special Pay**

   Bargaining unit members who hold and maintain a valid Company Officer Certificate or Fire Officer (issued prior to 12/31/2016) issued by the California Fire Marshal's Fire Service Training & Education Program, administered by the State of California Fire Marshal's Office, shall receive an additional 2.5% of their base pay. This compensation will take effect the first day of the first full pay period following the date the City Council adopts this LOA and following the date when the Human Resources Division verifies eligibility.

   Per Office of the State Fire Marshal (OSFM), the Company Officer certification replaced Fire Officer certification, which retired on December 31, 2016.

NEW: 4(k) – Paramedic Certificate Pay

1. **Purpose**
   To recognize bargaining unit members who hold a valid Paramedic Certificate, enhancing the department's medical response capabilities.

2. **Paramedic Special Pay**

   Bargaining unit members in sworn classifications, excluding Firefighters/Paramedics, who possess a valid paramedic certificate, shall receive a monthly stipend of $100. This compensation will take effect the first day of the first full pay period following the City Council's adoption of this LOA and following the date when the Human Resources Division verifies eligibility.

Terms and Conditions

1. Bargaining unit members are responsible for notifying and submitting the required documentation to the Fire Department and Human Resources Division of their eligibility to receive the special compensation outlined in this LOA.

2. Bargaining unit members shall be eligible for the special compensation outlined in this Letter of Agreement effective the first day of the first full pay period following the date the City Council adopts this LOA and following the date when the Human Resources Division verifies eligibility.

3. The parties agree that to the extent permitted by law, the value of the compensation for education, paramedic certificate, DMV endorsement, and Company Officer (Fire Officer) pay shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(2) – Education Pay. Special compensation shall be reported to CalPERS periodically when earned, on a per-pay basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include the special pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

4. The FFA agrees that in exchange for the increased compensation outlined in this LOA, these benefits are not subject to bargaining for the 2025 successor MOU negotiations unless agreed to by the City.

IT IS SO AGREED.

_____ _____

SOUTH PASADENA FIREFIGHTERS' ASSOCIATION DATE

_____ _____

CITY OF SOUTH PASADENA DATE

City Council Agenda Report

ITEM NO. 18

DATE: December 18, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Melissa Snyder, Community Services Supervisor

SUBJECT: **CONSIDERATION OF THE APPROPRIATION OF FUNDS IN THE AMOUNT OF $750 RECEIVED THROUGH SPONSORSHIPS FOR THE CITY SENIOR EVENTS OF DECEMBER 17, 2024 AND FEBRUARY 4, 2025**

Recommendation

It is recommended that the City Council appropriate funds in the amount of $750 in the Senior Services Special Event Account and allocate funds in the Miscellaneous Revenue Account for the City Senior Services Holiday Event on December 17, 2024 and Senior Services Lunar New Year Event on February 4, 2025.

Executive Summary

The Senior Services Division of the Community Services Department solicited sponsorship from the community to help with event expenses and received $750. These funds were deposited into the Senior Donation Account and need to be appropriated in the Senior Services Special Event Account.

Background

The Senior Services Division is dedicated to enhancing the quality of life for older adults in the community through various programs and services. A key initiative is the organization of special event luncheons, which are held throughout the year to foster social connections, provide nutritious meals, and promote engagement among older adults.

Analysis

The City will host its annual Senior Services Holiday Luncheon on December 17, 2024 and Lunar New Year Luncheon on February 4, 2025. These events feature live entertainment, food, raffle prizes, and provide an opportunity for older adults to socialize. To help offset the cost of these events, the Department solicited sponsorship from the community and received $750 in total for the raffle prizes.

Fiscal Impact

Funds in the amount of $12,000 are available for events in the Fiscal Year 2024-25 budget, account 101-8030-8021-8264. In addition, sponsorship funds have been collected in the amount $750 and will be appropriated in the General Fund, Senior Services Special Event and Excursions Account 101-8030-8021-8264 and the Miscellaneous Revenue Account 101-0000-0000-5505-000.

City Council Agenda Report

ITEM NO. 19

DATE: December 18, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: H. Ted Gerber, Director of Public Works
Anteneh Tesfaye, Deputy Director of Public Works
Victor Magana, Water Operations Manager

SUBJECT: **CONSIDERATION OF THE SOLE SOURCE PURCHASE AND REPLACEMENT OF CARBON MEDIA FROM CALGON CARBON CORPORATION FOR THE WILSON AND GRAVES WELLHEAD TREATMENT SYSTEMS FOR A TOTAL NOT-TO EXCEED AMOUNT OF $850,000**

Recommendation

It is recommended that the City Council consider approval of the sole source purchase and replacement of carbon media from Calgon Carbon Corporation for a total not-to-exceed amount of $850,000 for the Wilson and Graves Water Reservoirs Wellhead Treatment Systems, which includes material, freight and field services, and any analysis, and acceptance testing required by a landfill related to disposal; and authorize the City Manager to take all actions to effectuate the purchase and replacement.

Executive Summary

Purchase and replacement of Granular Activated Carbon (GAC) is required at the City's Wellhead Treatment Systems periodically to ensure the facilities can continue producing safe and clean drinking water. Calgon is the only authorized manufacturer and supplier of GAC media for the treatment systems.

Background

The Wilson Wellhead Treatment System, located at the City's water production facility in San Gabriel, consists of eight 20,000-pound Granular Activated Carbon (GAC) Vessels. The Graves Wellhead Treatment System, located at the City's water production facility in San Marino, consists of two 20,000-pound Granular Activated Carbon (GAC) Vessels. The GAC Vessels remove pollutants, such as 1,2,3-Trichloropropane (1,2,3-TCP), from the ground water that is pumped, treated and stored at the reservoirs, before it is pumped into the City's drinking water system. Over 90% of the City's water supply is pumped from the Wilson Wells through this treatment system, and the remainder is pumped through Graves or sourced from another water supplier. The GAC system ensures this water meets State Water Resources Control Board Division of Drinking Water (SWRCB-DDW) regulatory requirements and is safe to drink. The carbon media inside the GAC vessels must be replaced periodically in order for the system to continue providing a high level of treatment that exceeds State requirements.

Analysis
In accordance with the City's Purchasing Policy, and South Pasadena Municipal Code (SPMC) Chapter 2 Administration, Article XI Purchasing, Section 2.99-29 Purchasing system, procurement of the GAC and related services is in the 'Goods and/or General Services' purchase category. In this category, at a value of over $30,000, typically competitive pricing is required and City Council is the awarding authority. However, as Calgon is the only authorized manufacturer and supplier of GAC media for the Wilson and Graves treatment systems approved for use by the SWRCB-DDW, this is a non-competitive sole source procurement, permitted by the SPMC 2.99-29(19), as the purchase can only be obtained from a single source. Sole sourced purchases of goods and services greater than $30,000 must be approved by the City Council.

The cost includes purchase of the material, delivery of the material to the site, removal of the existing material, disposal of the existing material to the landfill, and loading of the new material to the GAC Vessels. In some cases, the existing GAC media cannot be reactivated and therefore material must be disposed to a landfill. This is due to pollutants present in the treated groundwater that became concentrated in the GAC media and prevent reuse of the material.

Fiscal Impact
This item is included in the City's Fiscal Year 2024-2025 annual budget for $850,000 under Water Production Contracts Services Account No. 500-6010-6711-8180-000. Upon approval of this item, a portion of the GAC system at Wilson will be serviced and replaced, and the remaining portions at Wilson and Graves will be serviced and replaced at a later time. The account currently has sufficient funds available for the Fiscal Year 2024-2025 purchases. The City recently received $553,175 of Proposition 68 funding through the San Gabriel Basin Water Quality Authority via the San Gabriel Basin Regional Groundwater Remediation Grant Program for reimbursement of previous expenditures towards water treatment facility operation at the Wilson facility.

Key Performance Indicators and Strategic Plan
This item is in line with the department's KPI to produce sufficient water for South Pasadena, up to 4,000 acre-feet annually, as it allows the Wellhead Treatment Systems to stay in service producing water year-round.

Public Notification
The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly notice agenda, posting of the same agenda and reports on the City's website.

City Council Agenda Report

ITEM NO. 20

DATE: December 18, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Brian Solinsky, Police Chief
Shannon Robledo, Police Lieutenant

SUBJECT: **CONSIDERATION OF ADOPTION OF A RESOLUTION GRANTING A NONEXCLUSIVE FRANCHISE AND APPROVING A NONEXCLUSIVE FRANCHISE AGREEMENT FOR TOWING SERVICES WITH HENRY'S TOWING COMPANY AND NAVARRO'S TOWING COMPANY FOR A ONE-YEAR PERIOD**

Recommendation

It is recommended that the City Council adopt the Resolution granting a nonexclusive franchise and approving a nonexclusive franchise agreement for police generated towing services to Henry's Towing and Navarro's Towing for a one-year period with an option to extend for one additional year.

Executive Summary

The South Pasadena Police Department (SPPD) provides public safety towing services for the community to expeditiously remove damaged, disabled, abandoned, impounded or illegally parked vehicles from South Pasadena (City) streets.

The City's Master Fee Schedule, adopted on July 1, 2023, sets an annual franchise fee of $1,102 for each towing company contracted with the Police Department. This fee complies with California Vehicle Code (CVC) Section 12110(b), which allows police departments to recover costs associated with managing towing programs. These costs include clerical time and on-site inspections of tow yards. The fee is collected at the time of contract issuance for towing services.

Background

On February 20, 2019, the City Council awarded Navarro's Towing and Henry's Tow non-exclusive franchise agreements for a four-year term, in accordance with Ordinance 2330 of the South Pasadena Municipal Code (SPMC) – Article VIII: Police Tow Service Franchise.
As noted, the City's Master Fee Schedule, adopted on July 1, 2023, set the annual franchise fee at $1,102 for each contracted towing company. The towing cost schedule aligns with the current rates established by the California Highway Patrol (CHP). The CHP routinely conducts surveys of local towing companies within their jurisdiction to determine an average towing cost. This average determines the maximum allowable charge for towing companies contracting with law enforcement agencies. The fee schedule outlined in the South Pasadena towing contract adheres to the CHP standards.

The Police Department charges a Vehicle Release Fee of $151.00 per towed vehicle. This fee is collected from the registered owner before they retrieve their vehicle from the towing company. It is intended to offset administrative costs associated with managing the towing program, including clerical time, data entry, and legal notifications. After the Vehicle Release Fee is paid to the Police Department, the registered owner is issued a receipt. This receipt must be presented to the towing company, which will then impose additional charges for towing and storage before releasing the vehicle. Over the past two years, the SPPD has towed an average of 350 vehicles annually, generating approximately $52,850 in vehicle release fees each year.

A standard of comparison can be seen with local cities:

City	Impound Fee (per vehicle)	Franchise Fee
South Pasadena	$151.00	$1,102.00
Alhambra	$275.00	$0.00
San Gabriel	$180.00	$0.00
San Marino	$150.00	$105.00 (per vehicle)

Analysis

The Police Department released a Request for Proposal (RFP) in August 2024 that yielded three (3) responses. A working group was formed to review and select two of the responsive towing companies that would be designated for use as official police towing for South Pasadena. The working group is representative of the Public Safety Commission, the Parks and Recreation Department, and the Police Department. In reviewing the initial RFP and responses, the working group identified an opportunity to strengthen the RFP by establishing a monthly rotation between the two selected towing companies. This method provides a fair and transparent process for the towing companies and the community. The working group evaluated each RFP based on criteria including qualifications, experience, insurance coverage, staffing, equipment, response time, storage capacity, security measures, facility standards, and secured evidence storage.

All submitted bids were deemed complete and responsive to the RFP requirements. The RFP served as a guiding document, ensuring each proposal was thoroughly reviewed for completeness, the quality of responses, and the methodologies outlined by the applicants. The City follows best practices in awarding contracts via Requests for Proposal by awarding the agreements to the lowest responsive and responsible bidder. The working group reviewed all submittals individually and virtually in group settings. In determining the top candidates, the working group utilized rating/scoring sheets to assist in determining the points each proposal earned in previously discussed and adopted categories and weights. Each working group member completed their rating sheets individually, and the group discussed all outcomes; there were no outliers, and the group found consensus in their determinations. Upon completing the review of the proposals, Henry’s Tow achieved the highest score, followed by Navarro’s Towing. On approval by the City Council, the contract can be implemented on January 1, 2025, and provides the option to extend administratively for one additional year.

Alternatives (if applicable)
1. The first alternative option was a non-rotational contract for a single tow company, and staff did not consider this option because it would be unfair to other local tow truck companies. In addition to a nonrotational contract not being fair to other vendors, it is not transparent for the community, nor is it considered best practice.

2. The second alternative proposed a per-tow fee paid by towing companies. However, this option was not pursued, as it could create the perception of financial incentivization, suggesting that the City and towing companies might tow more vehicles to generate additional revenue

Fiscal Impact
The City expects to receive approximately $52,2850 in Fiscal Year 2024-2025 as a result of the vehicle release fee, which is imposed for all vehicles towed under this contract, as set forth in the City's Master Fee Schedule. The vehicle release fee recovers the cost of providing service.

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

Attachment:
Attachment 1 - South Pasadena- RD Revisions to Towing Contract - Henry's Tow.pdf
Attachment 2 - South Pasadena- RD Revisions to Towing Contract - Navarro's Towing.pdf
Attachment 3 - Master Fee Schedule.pdf
Attachment 4 - South Pasadena Ordinance No. 2330.pdf
Attachment 5 - Request for Proposal.pdf
Attachment 6 - South Pasadena- Resolution Awarding Non-Exclusive Tow Franchise Agreement.pdf

ATTACHMENT 1

Official Police Towing Services Contract: Henry's Towing

CITY OF SOUTH PASADENA POLICE DEPARTMENT

Exclusive Franchise Agreement

November 2024

CITY OF SOUTH PASADENA NON-EXCLUSIVE FRANCHISE AGREEMENT TO PROVIDE OFFICIAL POLICE TOW SERVICES

THIS AGREEMENT ("Agreement") is made and entered into as of January 1, 2025, between the City of South Pasadena, a municipal corporation ("CITY") and Henry's Towing, a California corporation ("CONTRACTOR"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. RECITALS

This Agreement is made with respect to the following facts and purposes:

A. The CITY has a regular need for official tow service company(ies) to provide timely and professional towing and storage services for vehicles when a CITY Police Officer or other authorized CITY representative requests towing services.
B. In furtherance of this need, CITY wishes to enter into a non-exclusive franchise agreement with CONTRACTOR for towing and vehicle storage services.
C. The CITY 's Chief of Police (sometimes referred to herein as "Chief of Police" or "Police Chief"), with the concurrence of the City Manager, is authorized to enter into towing service franchise agreements under California Vehicle Code Section 12110(b) with one or more qualified tow service companies upon payment of a franchise fee in an amount established by City Council Resolution and if the franchise agreement is first authorized and approved by the City Council.
D. CONTRACTOR has submitted a response to the CITY's request for proposals for official police tow services and wishes to be awarded a non-exclusive franchise agreement for such towing services.

2. NON-EXCLUSIVE FRANCHISE FOR OFFICIAL POLICE TOW SERVICE

A. CONTRACTOR shall serve as one of the Official Police Tow Service contractors for the CITY. CONTRACTOR shall have the non-exclusive right during the terms of this Agreement to receive calls from the CITY to provide towing and storage services for vehicles which are involved in collisions, are disabled, abandoned or impounded for evidence, are impeding the flow of traffic or are otherwise subject to being towed and stored at the direction of the CITY. Contractor agrees to that this Agreement and its services are subject to the provisions set forth in South Pasadena Municipal Code Section 19.92 through 19.99 as applicable.

B. CONTRACTOR shall pay the franchise fee required by City Council Resolution upon execution of this Agreement, and annually thereafter on or before January 1 for each year of the Term, including the extended term, if any.

3. TERM OF AGREEMENT

This Agreement shall commence on January 1, 2025, and shall remain and continue in effect until December 31, 2026 ("Term"), with an option to extend one (1) additional year upon the same terms and conditions contingent upon the recommendation and approval of the Chief of Police, unless sooner terminated as provided in Section 29. Any extension shall be subject to the same tow rates as

those in effect at the conclusion of the initial term.

4. BASIS FOR ACCEPTANCE OF SERVICE

A. Whenever a driver or vehicle owner is requesting from the CITY a towing service and does not specify a business, or when a CITY police officer or other authorized CITY representative requests a towing service that does not specify a particular business, the CITY may request the CONTRACTOR. When more than one (1) vehicle is to be towed from the scene of a traffic collision and the drivers do not specify a preference, the CONTRACTOR may be called for each vehicle to be towed.

B. If the CITY cancels the towing service, up to and including arrival at the scene, the CONTRACTOR shall not charge for the call.

C. If the CONTRACTOR is not available at the time of the service request, is unable to respond within the required response time as provided in Section 17 of this Agreement, or is unable to handle the call, the CITY may request another towing service to respond.

5. ABILITY TO PERFORM AGREEMENT

The CONTRACTOR shall, at its sole cost and expense and at all times during the term of this Agreement, have sufficient towing equipment and storage yard capacity to perform the obligations set forth in this Agreement. The storage yard shall be in full compliance with the applicable zoning and building requirements of the city in which it is located. The CONTRACTOR shall possess a valid CITY Business License throughout the duration of this Agreement.

6. LOCATION

The CONTRACTOR's business office and storage facility (the "primary towing facility" must be at the same location and shall be located within five (5) road miles of the closest CITY boundary.

7. PERSONNEL

The CONTRACTOR shall maintain at least four qualified drivers available at all times with at least one driver having a valid Class A license.

8. TRAINING / ABILITY – QUALIFICATIONS

a. The CONTRACTOR's drivers and other personnel (collectively "employees") must be sufficiently trained and shall provide safe and proper service.

b. All drivers shall possess the proper class of driver's license required to perform their duties according to section 12520(a) of the California Vehicle Code, as that section may be amended from time to time. The CONTRACTOR's drivers shall participate in the Employer Pull Notice Agreement through the Department of Motor Vehicles. The CONTRACTOR is required to notify the South Pasadena Police Department Watch Commander of any Pull Notices received about any of its drivers within three calendar days of receiving such a notice.

c. The CONTRACTOR's drivers shall present a neat, clean and professional appearance. The CONTRACTOR shall require its drivers to wear uniform-type pants and shirt approved by the Chief of Police when providing services pursuant to this Agreement.

d. The CONTRACTOR'S drivers shall conduct themselves at all times in a professional and responsible manner and shall not:

i. Engage in rude or discourteous behavior.

ii. Fail to provide full and complete service covered by this Agreement.

iii. Drive in any unsafe manner.

iv. Be under the use or influence of alcohol or drugs while on duty.

v. Appear at the scene of a tow call with the odor of alcohol. Any of the CONTRACTOR'S tow truck drivers shall submit to a preliminary alcohol-screening test upon demand by a South Pasadena Police Officer.

9. COMMUNICATIONS

The CONTRACTOR shall install and maintain radio transmission and reception equipment allowing for contact at all times with the tow vehicles in service.

10. BUSINESS HOURS AND AVAILABILITY

a. Availability of Services: The CONTRACTOR shall be available to respond to any call for services under this agreement and provide such services on a twenty-four (24)-hour, seven (7) day a week basis, including holidays.

b. Availability of Storage Facility: An employee or agent of the CONTRACTOR shall be available on site during normal business hours at the CONTRACTOR's storage facility to handle release of impounded/stored vehicles. Normal business hours will at a minimum be from 0800 hours to 1700 hours, five (5) days a week (Monday through Friday) and 0800 hours to 1200 hours on Saturdays, excluding legal holidays of the CITY.

11. IMPOUNDED VEHICLES

Any vehicle impounded pursuant to this Agreement will be documented by the CITY Police Department (sometimes referred to herein as "Police Department") personnel. A report will be taken normally via a CHP 180 Impound form.

12. RELEASE OF VEHICLES AFTER STORAGE/ IMPOUND

a. Any vehicle stored or impounded pursuant to this Agreement upon direction of the CITY Police Department, **CANNOT** be released without receipt of CHP 180 Form signed by an authorized representative of the CITY Police Department.

b. The CONTRACTOR shall not release a vehicle impounded at the request of an authorized

representative of the Police Department to anyone unless that person provides proper identification and documentation that they are authorized to receive the vehicle.

c. If the person requesting the release of a vehicle does not have a CHP 180 Form or other proper identification, the CONTRACTOR shall refer that person to the CITY Police Department for further processing. In the event of any dispute over whether a vehicle shall be released, the decision of the on-duty Police Department Watch Commander or his or her designee shall be final.

13. RELEASE OF PERSONAL PROPERTY

a. The CONTRACTOR shall not remove personal property from a stored vehicle without first obtaining authorization to do so from the CITY Police Department. CONTRACTOR shall provide a receipt that lists the personal property and the identification of the person(s) who removed it and place a copy of the receipt in the stored vehicle.

b. Personal property means any item that is not affixed to the vehicle.

14. OFFICIAL POLICE TOW SERVICES STORAGE FACILITY STANDARDS

a. The CONTRACTOR shall make adequate provisions for the security of vehicles and personal property stored and under the control of the CONTRACTOR. At a minimum:

   i. All vehicles shall be stored in a building or storage area that is enclosed by a substantial wall or fence meeting the requirements of the jurisdiction in which the facility is located. CONTRACTOR shall obtain written approval of the CITY Police Support Services Division Lieutenant or his or her designated representative that the storage facility(ies) meets this requirement.

   ii. The minimum capacity of the outside storage lot shall be at least fifty (50) vehicles.

b. Required storage facilities must be available before approval of this Agreement.
c. Any breach of security in buildings or fences must be repaired within twenty-four (24) hours of the discovery of the breach.

15. INSIDE STORAGE

a. The CONTRACTOR shall maintain an enclosed locked storage facility for a minimum of ten vehicles. The CONTRACTOR shall maintain a minimum of two (2) indoor spaces that can be used as an investigative hold area for vehicles held for criminal and/or evidentiary examinations. The investigative hold area shall be isolated from other storage areas and shall be covered and capable of providing protection from the elements of weather and other forms of environmental contamination. The investigative hold area shall be posted and cordoned off by means of a fence, gate, or other permanent barrier as approved by the Chief of Police so as to prohibit entry by unauthorized persons.

b. "Police Evidence" is any vehicle and its contents that is identified by an authorized representative of the Police Department as being connected with a criminal investigation. The CONTRACTOR shall ensure that all Police Evidence is protected and is not removed or touched by any person other

than an authorized representative of the Police Department.

c. An authorized representative of the Police Department shall inform CONTRACTOR when a vehicle is to be stored inside for Police Evidence purposes and may place a seal on each door of the vehicle or door(s) to maintain chain of evidence. Vehicles stored inside for Police Evidence purposes shall not be removed from such protection until approved in writing by the Police Department's Support Services Division Lieutenant.

16. <u>EQUIPMENT STANDARDS</u>

a. CONTRACTOR shall provide, at its expense, the equipment listed below. Such equipment shall conform to the California Highway Patrol's Classification (CHP Class) for the gross vehicle weight ratings (GVWR) of a truck chassis. All of CONTRACTOR's vehicles performing services pursuant to this Agreement must comply with the applicable provisions of the California Vehicle Code and related tow truck regulations, including but not limited to California Vehicle Code Sections 615, 21711, 24606, 25100, 27700, 27907, and all other statutes and regulations applicable to the vehicles. All vehicles must be equipped with a two-way radio. The CONTRACTOR shall, at a minimum, provide the following equipment:

Two (2) flatbed car carriers (Class A or Class B); plus

Four (4) light-medium duty tow trucks, consisting of:

One (1) light duty (Class A); plus

One (1) medium duty (Class B); plus

Two (2) additional tow trucks, whether (Class A), or (Class 8), or both; plus

One (1):

a) Heavy duty (Class C) truck; or

b) Super heavy duty (Class D) truck; plus

One (1) tow truck that is equipped to lift and carry a disabled person in a wheel chair;

b. All CONTRACTOR's tow vehicles must be equipped with at least the following equipment when in service:

Fire Extinguishers
Broom
Shovel
Reflective Triangles
Flares
Trash Can(s) with Absorbent Material
Office to Truck Radio System

c. Motorcycles that are stored, impounded or towed from a collision scene at the request of an authorized representative of the Police Department shall be hauled by a trailer that is designed

to carry motorcycles or by a flatbed truck in an upright position.

d. Any and all equipment used and maintained by the CONTRACTOR shall be available for inspection by an authorized representative of the Police Department upon request.

e. The CONTRACTOR shall have all equipment and vehicles to be used under this Agreement inspected by the California Highway Patrol at least one time per year. All vehicles and equipment shall display a current inspection sticker issued by the California Highway Patrol prior to use under this Agreement. The CITY may conduct random vehicle and equipment inspections to ensure compliance with this A greement.

f. An authorized representative of the Police Department may inspect the CONTRACTOR's facilities used under this Agreement at any time during normal business hours.

g. The CONTRACTOR shall have equipment for unlocking locked vehicles and personnel proficient in use of such equipment. The personnel shall unlock vehicles when requested by an authorized representative of the Police Department.

h. Throughout the term of this Agreement the CONTRACTOR shall maintain in good condition its facility, vehicles, equipment and material used in the performance of this Agreement.

17. <u>RESPONSE TIME</u>

a. The CONTRACTOR shall respond to calls from the South Pasadena Police Department twenty-four (24) hours a day, seven (7) days a week, including holidays, with the following maximum response times:

Daytime: (0700 hours to 1800 hours) – Twenty (20) minutes
Nighttime: (1800 hours to 0700 hours) – Twenty-five (25) minutes

If the CONTRACTOR does not or cannot respond within the allowed response time, the Police Department may engage another tow company.

b. The CONTRACTOR's dispatcher shall notify the CITY Police Dispatcher when a tow vehicle cannot respond within the applicable response time listed above and shall give the reason for the delay and an estimated time of arrival.

c. The CONTRACTOR may park up to two (2) tow trucks on CITY streets designated by the Police Chief during early morning hours (0100 hours to 0600 hours) to facilitate a timely response to police calls for tow services.

18. <u>DUTIES AT SCENE</u>

After being requested to the scene by an authorized representative of the Police Department the CONTRACTOR's driver shall:

a. Neither move nor attach the tow truck to any vehicle until instructed to do so by an authorized representative of the Police Department.

b. Clean up and remove any and all debris from an accident scene as directed by an authorized

representative of the Police Department and as required by the California Vehicle Code.

c. Provide vehicle owners, when present at the scene, with a business card or other information indicating where the vehicle will be stored and the phone number where a representative of the CONTRACTOR can be reached.

19. RECORDS

a. The CONTRACTOR shall keep complete and accurate records of all vehicles impounded or stored, which records shall include the CONTRACTOR's charges for each vehicle. Said records shall be maintained at the business office as provided in section 6 of this Agreement or such other location reasonable accessible to the CITY. Said records shall contain the following information in a reasonably understandable format including, without limitation, all official tow services furnished at the initiation of CITY, all lien sale processing and vehicle auction services furnished to the CITY, a description of the vehicles towed and stored, with regards to each vehicle towed or stored, the nature of the act, the date of act, the time of notification by the CITY, the time of the tow truck dispatch, the time of the arrival of the tow truck at the scene, the location of the calls, the total itemized charges of towing, storage and lien sale processing, the disposition of all vehicles towed and/or stored at the initiation of the CITY, including those vehicles sold at lien sale, records pertaining to the compliance with state law for lien sales, copies of all invoices, receipts, evidence of payment, and any other record reasonably necessary to document, substantiate, and verify CONTRACTOR's compliance with the terms of this Agreement. The records shall be compiled into a report including all the relevant information, including a separate list of the number of vehicles stored or impounded at the request of the CITY that are sold through lien sale. The CONTRACTOR shall provide the report to the Chief of Police within thirty (30) calendar days after the end of each month. The report need only include vehicles towed, impounded or stored at the request of the Police Department. The record system should be adequate to provide an inquiry with the following information: Locate vehicles from license plate only if the make, model, color, date and location of impound are unavailable. The CONTRACTOR must provide notice to the California Highway Patrol as required by section 10652 of the California Vehicle Code.

b. The CONTRACTOR shall maintain the records required by this Agreement for a period of not less than three (3) years from the date a vehicle is released or sold. The CONTRACTOR may save the records electronically in accordance with requirements approved by the Police Chief.

20. RECORDS INSPECTION/ RELEASE OF INFORMATION

a. All records required to be kept by the CONTRACTOR shall be available for inspection in a usable form by representatives of the CITY and the California Highway Patrol during normal business hours.

b. All information gained by the CONTRACTOR and reports compiled therefrom in performance of this Agreement shall be considered confidential and shall not be released by the CONTRACTOR without the prior written authorization of the Police Chief. The CONTRACTOR, its officers, employees, agents or subcontractors, shall not without written authorization from the Police Chief or the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any incident, service, project or property

located within the CITY. Response to a subpoena or court order shall not be "voluntary" if the CONTRACTOR gives the CITY notice of such court order or subpoena. The CONTRACTOR shall promptly notify the CITY should the CONTRACTOR, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed hereunder or with respect to any incidents or locations within the CITY. The CITY shall have the right, but no obligation, to be present at any such deposition, hearing or similar proceeding. The CONTRACTOR agrees to cooperate fully with the CITY and to provide the CITY with the opportunity to review any response to discovery requests provided by the CONTRACTOR. The CITY cannot control, direct, or rewrite any response.

21. TOW RATES AND STORAGE FEES

a. Tow Rates

The rate for towing shall be from the primary towing facility and return to the same. The CONTRACTOR can charge one (1)–hour minimum. Charges in excess of one hour shall be charged in fifteen (15)-minute increments. There shall be no additional charge for mileage or any other add-on.

Rates for September 2024-September 2026

The applicable rates for September 1, 2024, to September 1, 2026 shall be:

Towing –	
Class A	$225.17 per hour
Class B	$274.89 per hour
Class C	$369.70 per hour
Class D	$447.60 per hour
Storage –	
Inside Storage Class A	$63.53 per day
Outside Storage Class A	$60.38 per day
Inside Storage Class B	$63.53 per day
Outside Storage Class B	$65.31 per day
Inside Storage Class C	$72.63 per day
Outside Storage Class C	$69.69 per day
Inside Storage Class D	$71.93 per day
Outside Storage Class D	$69.15 per day
Labor–	
Class A Tow	$57.08
Class B Tow	$57.08
Class C Tow	$57.08
Class D Tow	$57.08
Special Equipment (low boy)	$365.19

b. Determination of a Day

Vehicles stored eight (8) hours or less shall be charged no more than one (1) day storage. Each day thereafter shall be calculated by the calendar day.

c. Copy of Rate Schedule

A copy of the rate schedule shall be maintained inside each tow vehicle and presented upon request to the vehicle owner or driver.

d. No Charge for Unauthorized Tow

In the event that a vehicle is stored or impounded at the direction of an authorized representative of the Police Department and it is subsequently determined that the CITY did not have sufficient grounds for calling for the tow, the CONTRACTOR shall impose no charge for the tow.

e. After Hour Vehicle Releases

The CONTRACTOR may charge a flat after-hours release fee of $75.00 in addition to any previously incurred tow and storage fees for vehicles released outside the CONTRACTOR's normal business hours.

f. Towing of CITY Vehicles

The CONTRACTOR shall tow CITY-owned Class A vehicles and motorcycles within the CITY limits free of charge. The CONTRACTOR shall tow outside of the CITY limits and provide storage of CITY owned Class B, C, or, D vehicles at one half of the applicable rates and storage fees.

22. SERVICE CALLS AND LABOR

Rates for service calls (out of gas, lock outs, etc.) shall be from the time dispatched to the end of the service and shall be at an hourly rate of $57.08 with thirty (30) minutes minimum. Charges in excess of thirty (30) minutes may be imposed in fifteen (15)-minute increments. This rate shall be in effect from September 1, 2024 to September 1, 2026 and any extension of this Agreement. The CITY vehicles will not be charged for service calls.

23. DISPUTES

In the event a dispute arises concerning any charge made by the CONTRACTOR in performance of this Agreement, the dispute shall be decided by an authorized representative of the Police Department, pursuant to California Vehicle Code Section 22852, as that section may be amended from time to time. The decision of the Police Department shall be binding on all involved parties.

24. ACCEPTANCE OF PAYMENT

The operator shall accept payment for towing, impounding and storage by a valid debit card, credit card or cash. The CONTRACTOR shall have sufficient cash on the premises to accommodate and make change in a reasonable monetary transaction. The CONTRACTOR shall accept payment from the registered owner, legal owner or the agent or the owner claiming the vehicle. (22651.1CVC)

25. SIGNS AND ADVERTISING

The CONTRACTOR shall not display any signs or advertising material which indicates that his/her business is an official towing service or police storage facility of the CITY without the express written permission from the Chief of Police.

26. INDEMNITY

a. THE CONTRACTOR shall, at its sole cost and expense, indemnify, defend, and hold harmless the CITY, its elected officials, officers, agents, employees, and volunteers and those CITY agents serving as independent contractors in the role of CITY officers from all claims, suits, or actions of every name, kind, and description (collectively, "Claims"), including fees and costs of accountants, attorneys and other professionals, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the alleged willful misconduct, negligent acts, errors or omissions of the CONTRACTOR or any person directly or indirectly employed by or acting as agent for the CONTRACTOR in the performance of this Agreement, or CONTRACTOR's failure to comply with its obligations set forth in this Agreement, including the concurrent or successive active or passive negligence of the CITY, its officers, agents, employees or volunteers, except for claims arising from the sole negligence or willful misconduct of CITY. CONTRACTOR shall promptly pay any judgment rendered against CONTRACTOR and/or CITY covering Claims. If CITY is made a party to any suit or action filed or prosecuted against CONTRACTOR for such Claims, CONTRACTOR shall pay CITY any and all costs and expenses incurred by CITY in such suits or actions, together with attorneys' fees.

b. It is understood that the duty of the CONTRACTOR to indemnify and hold harmless the CITY includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR shall defend any action or actions filed in connection with a claim with counsel of CITY's choice and pay all costs and expenses, including attorneys' fees incurred in connection therewith.

c. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve the CONTRACTOR from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages and shall survive expiration or termination of this Agreement.

27. INSURANCE

Without limiting the CONTRACTOR's indemnification of the CITY as provided in this Agreement, the CONTRACTOR shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverage and provisions:

a. Insurance Required
CONTRACTOR shall maintain insurance as described in this section and shall require all of its subcontractors, and other agents to do the same. Approval of the insurance by the CITY shall not relieve or decrease any liability of CONTRACTOR. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

b. 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 CONTRACTOR’s obligation to provide them. CONTRACTOR 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: [Official Police Towing Service]

- 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 required insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

c. Coverage Amounts

Insurance coverage shall be at least in the following minimum amounts:

Professional Liability Insurance:	$2,000,000 per occurrence $4,000,000 aggregate
General Liability:	
• General Aggregate	$4,000,000
• Products Comp/Op Aggregate	$4,000,000
• Personal & Advertising Injury	$2,000,000
• Each Occurrence	$2,000,000
• Fire Damage (any one fire)	$100,000
• Medical Expense (any one person)	$10,000
• Garage Keeper's Legal Liability with a limit of one hundred thousand dollars ($100,000) per occurrence.	
• On Hook Coverage with minimum limits of $100,000 per occurrence.	
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.

d. 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.

e. Workers' Compensation Insurance

CONTRACTOR 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 CONTRACTOR 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.

f. Automobile Liability Insurance

Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.

g. 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 CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

h. 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, for liability arising out of ongoing and completed operations by or on behalf of the CONTRACTOR. CONTRACTOR's insurance policies shall be primary as respects any claims related to or as the result of the CONTRACTOR's work. Any insurance, pooled coverage or self-insurance maintained by the CITY, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors 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 CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

i. Failure to Maintain Coverage

In the event any policy is canceled prior to the completion of the project and the CONTRACTOR 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 CONTRACTOR under this Agreement. Failure of the CONTRACTOR 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.

j. Insurance 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. CONTRACTOR shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. CONTRACTOR 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: South Pasadena Police Department 1422 Mission Street, South Pasadena, CA 91030.

k. Contractor's Insurance Primary

The insurance provided by Contractor, 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 CONTRACTOR's insurance and shall not contribute with it.

l. Waiver of Subrogation

CONTRACTOR hereby waives all rights of subrogation against the CITY. CONTRACTOR shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

m. Report of Claims to City

Contractor shall report to the CITY, in addition to the CONTRACTOR's insurer, any and all insurance claims submitted to CONTRACTOR's insurer in connection with the services under this Agreement.

n. Premium Payments and Deductibles

CONTRACTOR must disclose all deductibles and self-insured retention amounts to the CITY. The CITY may require the CONTRACTOR 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. CONTRACTOR shall be responsible for all premiums and deductibles in all of CONTRACTOR's insurance policies. The amount of deductibles for insurance coverage required herein is subject to CITY's approval.

o. Duty to Defend and Indemnify

CONTRACTOR'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.

28. RISK

The CONTRACTOR shall be responsible for damage to or theft of the vehicles and other property towed and stored by the CONTRACTOR, its employees or agents. Any and all claims, demands or liability arising out of or encountered in connection with this Agreement shall be borne by the CONTRACTOR.

29. TERMINATION

a. The CITY may terminate this Agreement, for any reason or no reason, on thirty (30) days written notice to the CONTRACTOR. Prior to the effective date of termination, the CONTRACTOR shall continue to fulfill all of its obligations under this Agreement. If the Agreement is terminated by the CITY, and provided CONTRACTOR is not then in breach, the CONTRACTOR shall be paid for services satisfactorily rendered up to the last working day the Agreement is in effect, and the CONTRACTOR shall have no other claim against the CITY by reason of such termination.

b. The CONTRACTOR may terminate this Agreement only for a material breach and if the CITY fails to cure the breach within sixty (60) days following written notice from the CONTRACTOR.

30. OFFICIAL POLICE TOW SERVICE/ POLICE DEPARTMENT COMMUNICATIONS

The Support Services Division Captain or designee shall conduct regular meetings to discuss issues of concern in the implementation of this Agreement. These meetings shall be mandatory for the CONTRACTOR or his/her designee. The CITY shall give the CONTRACTOR five (5) days written notice of these meetings.

31. GENERAL PROVISIONS

a. Independent Contractor

CONTRACTOR is, and shall at all times remain as to CITY, a wholly independent contractor. 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 CITY. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of CITY. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as set forth in this Agreement. CONTRACTOR agrees to pay all required taxes on amounts paid to CONTRACTOR under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONTRACTOR shall fully comply with the workers' compensation law regarding CONTRACTOR and its employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any compensation due to CONTRACTOR under this Agreement any amount due to City from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to City any reimbursement or indemnification arising under this Agreement.

b. Required Licenses and Permits

The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR has all licenses, permits, qualifications and approvals that are legally required for the CONTRACTOR to perform the service required under this Agreement and pursuant to state law, including Vehicle Code Section 12804.9. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for the CONTRACTOR to perform the services.

c. No Agency

Except as the CITY may specify in writing, the CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY as an agent in any capacity whatsoever. The CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement, to bind the CITY to any obligation.

d. Assignment

The CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the prior written consent of the City Council. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect and

constitute a default under this Agreement. The sale or transfer of controlling interest in a company shall constitute an assignment within the meaning of this Agreement.

e. Standard of Performance

The CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the services in which the CONTRACTOR is engaged in the geographical area in which the CONTRACTOR practices its profession.

f. No Employee Financial Interest

No employee of the CITY engaged in the preparation or supervision of this Agreement shall have any direct financial interest in the CONTRACTOR.

g. Compliance with all Law and Regulations

The CONTRACTOR shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The CONTRACTOR shall at all times observe and comply with all such ordinances, laws and regulations. The CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section.

h. Notices

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To CITY: City of South Pasadena
Police Department
1414 Mission Street
South Pasadena, CA 91030
Attention: Office of City Clerk

To CONTRACTOR: Henry's Towing
1100 Westminster Avenue
Alhambra, CA 91803
Attention: Henry Jr.

i. Time of Essence

In the performance of this Agreement, time is of the essence.

j. Authority to Execute

The persons executing this Agreement on behalf of the CONTRACTOR warrants and represents that he or she has the legal power, right, and authority to execute this Agreement on behalf of the CONTRACTOR so as to bind the CONTRACTOR to the performance of its obligations and conditions imposed upon CONTRACTOR herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF SOUTH PASADENA

_____
Evelyn G. Zneimer
Mayor

ATTEST:

_____
Mark Perez
Chief City Clerk

APPROVED AS FORM:

_____
Roxanne Diaz
City Attorney

CONTRACTOR

Henry's Towing

By:
Name:
Title:

By:
Name:
Title:

Two corporate officers are required to sign this Agreement

ATTACHMENT 2

Official Police Towing Services Contract: Navarro's Towing Company

CITY OF SOUTH PASADENA POLICE DEPARTMENT

Exclusive Franchise Agreement

November 2024

CITY OF SOUTH PASADENA NON-EXCLUSIVE FRANCHISE AGREEMENT TO PROVIDE OFFICIAL POLICE TOW SERVICES

THIS AGREEMENT ("Agreement") is made and entered into as of January 1, 2025, between the City of South Pasadena, a municipal corporation ("CITY") and Navarro's Towing Company, a California corporation ("CONTRACTOR"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. RECITALS

This Agreement is made with respect to the following facts and purposes:

A. The CITY has a regular need for official tow service company(ies) to provide timely and professional towing and storage services for vehicles when a CITY Police Officer or other authorized CITY representative requests towing services.
B. In furtherance of this need, CITY wishes to enter into a non-exclusive franchise agreement with CONTRACTOR for towing and vehicle storage services.
C. The CITY's Chief of Police (sometimes referred to herein as "Chief of Police" or "Police Chief"), with the concurrence of the City Manager, is authorized to enter into towing service franchise agreements under California Vehicle Code Section 12110(b) with one or more qualified tow service companies upon payment of a franchise fee in an amount established by City Council Resolution and if the franchise agreement is first authorized and approved by the City Council.
D. CONTRACTOR has submitted a response to the CITY's request for proposals for official police tow services and wishes to be awarded a non-exclusive franchise agreement for such towing services.

2. NON-EXCLUSIVE FRANCHISE FOR OFFICIAL POLICE TOW SERVICE

A. CONTRACTOR shall serve as one of the Official Police Tow Service contractors for the CITY. CONTRACTOR shall have the non-exclusive right during the terms of this Agreement to receive calls from the CITY to provide towing and storage services for vehicles which are involved in collisions, are disabled, abandoned or impounded for evidence, are impeding the flow of traffic or are otherwise subject to being towed and stored at the direction of the CITY. Contractor agrees to that this Agreement and its services are subject to the provisions set forth in South Pasadena Municipal Code Section 19.92 through 19.99 as applicable.

B. CONTRACTOR shall pay the franchise fee required by City Council Resolution upon execution of this Agreement, and annually thereafter on or before January 1 for each year of the Term, including the extended term, if any.

3. TERM OF AGREEMENT

This Agreement shall commence on January 1, 2025, and shall remain and continue in effect until December 31, 2026, with an option to extend one (1) additional year upon the same terms and

conditions contingent upon the recommendation and approval of the Chief of Police, unless sooner terminated as provided in Section 29. Any extension shall be subject to the same tow rates as those in effect at the conclusion of the initial term.

4. BASIS FOR ACCEPTANCE OF SERVICE

A. Whenever a driver or vehicle owner is requesting from the CITY a towing service and does not specify a business, or when a CITY police officer or other authorized CITY representative requests a towing service that does not specify a particular business, the CITY may request the CONTRACTOR. When more than one (1) vehicle is to be towed from the scene of a traffic collision and the drivers do not specify a preference, the CONTRACTOR may be called for each vehicle to be towed.

B. If the CITY cancels the towing service, up to and including arrival at the scene, the CONTRACTOR shall not charge for the call.

C. If the CONTRACTOR is not available at the time of the service request, is unable to respond within the required response time as provided in Section 17 of this Agreement, or is unable to handle the call, the CITY may request another towing service to respond.

5. ABILITY TO PERFORM AGREEMENT

The CONTRACTOR shall, at its sole cost and expense and at all times during the term of this Agreement, have sufficient towing equipment and storage yard capacity to perform the obligations set forth in this Agreement. The storage yard shall be in full compliance with the applicable zoning and building requirements of the city in which it is located. The CONTRACTOR shall possess a valid CITY Business License throughout the duration of this Agreement.

6. LOCATION

The CONTRACTOR's business office and storage facility (the "primary towing facility" must be at the same location and shall be located within five (5) road miles of the closest CITY boundary.

7. PERSONNEL

The CONTRACTOR shall maintain at least four qualified drivers available at all times with at least one driver having a valid Class A license.

8. TRAINING / ABILITY – QUALIFICATIONS

a. The CONTRACTOR's drivers and other personnel (collectively "employees") must be sufficiently trained and shall provide safe and proper service.

b. All drivers shall possess the proper class of driver's license required to perform their duties according to section 12520(a) of the California Vehicle Code, as that section may be amended from time to time. The CONTRACTOR's drivers shall participate in the Employer Pull Notice Agreement through the Department of Motor Vehicles. The CONTRACTOR is required to notify the South Pasadena Police Department Watch Commander of any Pull Notices received

about any of its drivers within three calendar days of receiving such a notice.

c. The CONTRACTOR's drivers shall present a neat, clean and professional appearance. The CONTRACTOR shall require its drivers to wear uniform-type pants and shirt approved by the Chief of Police when providing services pursuant to this Agreement.

d. The CONTRACTOR'S drivers shall conduct themselves at all times in a professional and responsible manner and shall not:

i. Engage in rude or discourteous behavior.

ii. Fail to provide full and complete service covered by this Agreement.

iii. Drive in any unsafe manner.

iv. Be under the use or influence of alcohol or drugs while on duty.

v. Appear at the scene of a tow call with the odor of alcohol. Any of the CONTRACTOR'S tow truck drivers shall submit to a preliminary alcohol-screening test upon demand by a South Pasadena Police Officer.

9. COMMUNICATIONS

The CONTRACTOR shall install and maintain radio transmission and reception equipment allowing for contact at all times with the tow vehicles in service.

10. BUSINESS HOURS AND AVAILABILITY

a. Availability of Services: The CONTRACTOR shall be available to respond to any call for services under this agreement and provide such services on a twenty-four (24)-hour, seven (7) day a week basis, including holidays.

b. Availability of Storage Facility: An employee or agent of the CONTRACTOR shall be available on site during normal business hours at the CONTRACTOR's storage facility to handle release of impounded/stored vehicles. Normal business hours will at a minimum be from 0800 hours to 1700 hours, five (5) days a week (Monday through Friday) and 0800 hours to 1200 hours on Saturdays, excluding legal holidays of the CITY.

11. IMPOUNDED VEHICLES

Any vehicle impounded pursuant to this Agreement will be documented by the CITY Police Department (sometimes referred to herein as "Police Department") personnel. A report will be taken normally via a CHP 180 Impound form.

12. RELEASE OF VEHICLES AFTER STORAGE/ IMPOUND

a. Any vehicle stored or impounded pursuant to this Agreement upon direction of the CITY Police Department, **CANNOT** be released without receipt of CHP 180 Form signed by an authorized representative of the CITY Police Department.

b. The CONTRACTOR shall not release a vehicle impounded at the request of an authorized representative of the Police Department to anyone unless that person provides proper identification and documentation that they are authorized to receive the vehicle.

c. If the person requesting the release of a vehicle does not have a CHP 180 Form or other proper identification, the CONTRACTOR shall refer that person to the CITY Police Department for further processing. In the event of any dispute over whether a vehicle shall be released, the decision of the on-duty Police Department Watch Commander or his or her designee shall be final.

13. RELEASE OF PERSONAL PROPERTY

a. The CONTRACTOR shall not remove personal property from a stored vehicle without first obtaining authorization to do so from the CITY Police Department. CONTRACTOR shall provide a receipt that lists the personal property and the identification of the person(s) who removed it and place a copy of the receipt in the stored vehicle.

b. Personal property means any item that is not affixed to the vehicle.

14. OFFICIAL POLICE TOW SERVICES STORAGE FACILITY STANDARDS

a. The CONTRACTOR shall make adequate provisions for the security of vehicles and personal property stored and under the control of the CONTRACTOR. At a minimum:

    i. All vehicles shall be stored in a building or storage area that is enclosed by a substantial wall or fence meeting the requirements of the jurisdiction in which the facility is located. CONTRACTOR shall obtain written approval of the CITY Police Support Services Division Lieutenant or his or her designated representative that the storage facility(ies) meets this requirement.

    ii. The minimum capacity of the outside storage lot shall be at least fifty (50) vehicles.

b. Required storage facilities must be available before approval of this Agreement.
c. Any breach of security in buildings or fences must be repaired within twenty-four (24) hours of the discovery of the breach.

15. INSIDE STORAGE

a. The CONTRACTOR shall maintain an enclosed locked storage facility for a minimum of ten vehicles. The CONTRACTOR shall maintain a minimum of two (2) indoor spaces that can be used as an investigative hold area for vehicles held for criminal and/or evidentiary examinations. The investigative hold area shall be isolated from other storage areas and shall be covered and capable of providing protection from the elements of weather and other forms of environmental contamination. The investigative hold area shall be posted and cordoned off by means of a fence, gate, or other permanent barrier as approved by the Chief of Police so as to prohibit entry by unauthorized persons.

b. "Police Evidence" is any vehicle and its contents that is identified by an authorized representative of the Police Department as being connected with a criminal investigation. The CONTRACTOR

shall ensure that all Police Evidence is protected and is not removed or touched by any person other than an authorized representative of the Police Department.

c. An authorized representative of the Police Department shall inform CONTRACTOR when a vehicle is to be stored inside for Police Evidence purposes and may place a seal on each door of the vehicle or door(s) to maintain chain of evidence. Vehicles stored inside for Police Evidence purposes shall not be removed from such protection until approved in writing by the Police Department's Support Services Division Lieutenant.

16. <u>EQUIPMENT STANDARDS</u>

a. CONTRACTOR shall provide, at its expense, the equipment listed below. Such equipment shall conform to the California Highway Patrol's Classification (CHP Class) for the gross vehicle weight ratings (GVWR) of a truck chassis. All of CONTRACTOR's vehicles performing services pursuant to this Agreement must comply with the applicable provisions of the California Vehicle Code and related tow truck regulations, including but not limited to California Vehicle Code Sections 615, 21711, 24606, 25100, 27700, 27907, and all other statutes and regulations applicable to the vehicles. All vehicles must be equipped with a two-way radio. The CONTRACTOR shall, at a minimum, provide the following equipment:

Two (2) flatbed car carriers (Class A or Class B); plus

Four (4) light-medium duty tow trucks, consisting of:

One (1) light duty (Class A); plus

One (1) medium duty (Class B); plus

Two (2) additional tow trucks, whether (Class A), or (Class 8), or both; plus

One (1):

a) Heavy duty (Class C) truck; or

b) Super heavy duty (Class D) truck; plus

One (1) tow truck that is equipped to lift and carry a disabled person in a wheel chair;

b. All CONTRACTOR's tow vehicles must be equipped with at least the following equipment when in service:

Fire Extinguishers
Broom
Shovel
Reflective Triangles
Flares
Trash Can(s) with Absorbent Material
Office to Truck Radio System

c. Motorcycles that are stored, impounded or towed from a collision scene at the request of an

authorized representative of the Police Department shall be hauled by a trailer that is designed to carry motorcycles or by a flatbed truck in an upright position.

d. Any and all equipment used and maintained by the CONTRACTOR shall be available for inspection by an authorized representative of the Police Department upon request.

e. The CONTRACTOR shall have all equipment and vehicles to be used under this Agreement inspected by the California Highway Patrol at least one time per year. All vehicles and equipment shall display a current inspection sticker issued by the California Highway Patrol prior to use under this Agreement. The CITY may conduct random vehicle and equipment inspections to ensure compliance with this A greement.

f. An authorized representative of the Police Department may inspect the CONTRACTOR's facilities used under this Agreement at any time during normal business hours.

g. The CONTRACTOR shall have equipment for unlocking locked vehicles and personnel proficient in use of such equipment. The personnel shall unlock vehicles when requested by an authorized representative of the Police Department.

h. Throughout the term of this Agreement the CONTRACTOR shall maintain in good condition its facility, vehicles, equipment and material used in the performance of this Agreement.

17. <u>RESPONSE TIME</u>

a. The CONTRACTOR shall respond to calls from the South Pasadena Police Department twenty-four (24) hours a day, seven (7) days a week, including holidays, with the following maximum response times:

Daytime: (0700 hours to 1800 hours) – Twenty (20) minutes
Nighttime: (1800 hours to 0700 hours) – Twenty-five (25) minutes

If the CONTRACTOR does not or cannot respond within the allowed response time, the Police Department may engage another tow company.

b. The CONTRACTOR's dispatcher shall notify the CITY Police Dispatcher when a tow vehicle cannot respond within the applicable response time listed above and shall give the reason for the delay and an estimated time of arrival.

c. The CONTRACTOR may park up to two (2) tow trucks on CITY streets designated by the Police Chief during early morning hours (0100 hours to 0600 hours) to facilitate a timely response to police calls for tow services.

18. <u>DUTIES AT SCENE</u>

After being requested to the scene by an authorized representative of the Police Department the CONTRACTOR's driver shall:

a. Neither move nor attach the tow truck to any vehicle until instructed to do so by an authorized representative of the Police Department.

b. Clean up and remove any and all debris from an accident scene as directed by an authorized representative of the Police Department and as required by the California Vehicle Code.

c. Provide vehicle owners, when present at the scene, with a business card or other information indicating where the vehicle will be stored and the phone number where a representative of the CONTRACTOR can be reached.

19. RECORDS

a. The CONTRACTOR shall keep complete and accurate records of all vehicles impounded or stored, which records shall include the CONTRACTOR's charges for each vehicle. Said records shall be maintained at the business office as provided in section 6 of this Agreement or such other location reasonable accessible to the CITY. Said records shall contain the following information in a reasonably understandable format including, without limitation, all official tow services furnished at the initiation of CITY, all lien sale processing and vehicle auction services furnished to the CITY, a description of the vehicles towed and stored, with regards to each vehicle towed or stored, the nature of the act, the date of act, the time of notification by the CITY, the time of the tow truck dispatch, the time of the arrival of the tow truck at the scene, the location of the calls, the total itemized charges of towing, storage and lien sale processing, the disposition of all vehicles towed and/or stored at the initiation of the CITY, including those vehicles sold at lien sale, records pertaining to the compliance with state law for lien sales, copies of all invoices, receipts, evidence of payment, and any other record reasonably necessary to document, substantiate, and verify CONTRACTOR's compliance with the terms of this Agreement. The records shall be compiled into a report including all the relevant information, including a separate list of the number of vehicles stored or impounded at the request of the CITY that are sold through lien sale. The CONTRACTOR shall provide the report to the Chief of Police within thirty (30) calendar days after the end of each month. The report need only include vehicles towed, impounded or stored at the request of the Police Department. The record system should be adequate to provide an inquiry with the following information: Locate vehicles from license plate only if the make, model, color, date and location of impound are unavailable. The CONTRACTOR must provide notice to the California Highway Patrol as required by section 10652 of the California Vehicle Code.

b. The CONTRACTOR shall maintain the records required by this Agreement for a period of not less than three (3) years from the date a vehicle is released or sold. The CONTRACTOR may save the records electronically in accordance with requirements approved by the Police Chief.

20. RECORDS INSPECTION/ RELEASE OF INFORMATION

a. All records required to be kept by the CONTRACTOR shall be available for inspection in a usable form by representatives of the CITY and the California Highway Patrol during normal business hours.

b. All information gained by the CONTRACTOR and reports compiled therefrom in performance of this Agreement shall be considered confidential and shall not be released by the CONTRACTOR without the prior written authorization of the Police Chief. The CONTRACTOR, its officers, employees, agents or subcontractors, shall not without written authorization from the Police Chief or the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning

the work performed under this Agreement or relating to any incident, service, project or property located within the CITY. Response to a subpoena or court order shall not be "voluntary" if the CONTRACTOR gives the CITY notice of such court order or subpoena. The CONTRACTOR shall promptly notify the CITY should the CONTRACTOR, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed hereunder or with respect to any incidents or locations within the CITY. The CITY shall have the right, but no obligation, to be present at any such deposition, hearing or similar proceeding. The CONTRACTOR agrees to cooperate fully with the CITY and to provide the CITY with the opportunity to review any response to discovery requests provided by the CONTRACTOR. The CITY cannot control, direct, or rewrite any response.

21. TOW RATES AND STORAGE FEES

a. Tow Rates

The rate for towing shall be from the primary towing facility and return to the same. The CONTRACTOR can charge one (1)–hour minimum. Charges in excess of one hour shall be charged in fifteen (15)-minute increments. There shall be no additional charge for mileage or any other add-on.

Rates for September 2024-September 2026

The applicable rates for September 1, 2024, to September 1, 2026 shall be:

Towing –	
Class A	$225.17 per hour
Class B	$274.89 per hour
Class C	$369.70 per hour
Class D	$447.60 per hour
Storage –	
Inside Storage Class A	$63.53 per day
Outside Storage Class A	$60.38 per day
Inside Storage Class B	$63.53 per day
Outside Storage Class B	$65.31 per day
Inside Storage Class C	$72.63 per day
Outside Storage Class C	$69.69 per day
Inside Storage Class D	$71.93 per day
Outside Storage Class D	$69.15 per day
Labor–	
Class A Tow	$57.08
Class B Tow	$57.08
Class C Tow	$57.08
Class D Tow	$57.08
Special Equipment (low boy)	$365.19

b. Determination of a Day

Vehicles stored eight (8) hours or less shall be charged no more than one (1) day storage. Each

day thereafter shall be calculated by the calendar day.

c. Copy of Rate Schedule
A copy of the rate schedule shall be maintained inside each tow vehicle and presented upon request to the vehicle owner or driver.

d. No Charge for Unauthorized Tow
In the event that a vehicle is stored or impounded at the direction of an authorized representative of the Police Department and it is subsequently determined that the CITY did not have sufficient grounds for calling for the tow, the CONTRACTOR shall impose no charge for the tow.

e. After Hour Vehicle Releases
The CONTRACTOR may charge a flat after-hours release fee of $75.00 in addition to any previously incurred tow and storage fees for vehicles released outside the CONTRACTOR's normal business hours.

f. Towing of CITY Vehicles
The CONTRACTOR shall tow CITY-owned Class A vehicles and motorcycles within the CITY limits free of charge. The CONTRACTOR shall tow outside of the CITY limits and provide storage of CITY owned Class B, C, or, D vehicles at one half of the applicable rates and storage fees.

22. SERVICE CALLS AND LABOR

Rates for service calls (out of gas, lock outs, etc.) shall be from the time dispatched to the end of the service and shall be at an hourly rate of $57.08 with thirty (30) minutes minimum. Charges in excess of thirty (30) minutes may be imposed in fifteen (15)-minute increments. This rate shall be in effect from September 1, 2024 to September 1, 2026 and any extension of this Agreement. The CITY vehicles will not be charged for service calls.

23. DISPUTES

In the event a dispute arises concerning any charge made by the CONTRACTOR in performance of this Agreement, the dispute shall be decided by an authorized representative of the Police Department, pursuant to California Vehicle Code Section 22852, as that section may be amended from time to time. The decision of the Police Department shall be binding on all involved parties.

24. ACCEPTANCE OF PAYMENT

The operator shall accept payment for towing, impounding and storage by a valid debit card, credit card or cash. The CONTRACTOR shall have sufficient cash on the premises to accommodate and make change in a reasonable monetary transaction. The CONTRACTOR shall accept payment from the registered owner, legal owner or the agent or the owner claiming the vehicle. (22651.1CVC)

25. SIGNS AND ADVERTISING

The CONTRACTOR shall not display any signs or advertising material which indicates that his/her business is an official towing service or police storage facility of the CITY without the express written permission from the Chief of Police.

26. INDEMNITY

a. THE CONTRACTOR shall, at its sole cost and expense, indemnify, defend, and hold harmless the CITY, its elected officials, officers, agents, employees, and volunteers and those CITY agents serving as independent contractors in the role of CITY officers from all claims, suits, or actions of every name, kind, and description (collectively, "Claims"), including fees and costs of accountants, attorneys and other professionals, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the alleged willful misconduct, negligent acts, errors or omissions of the CONTRACTOR or any person directly or indirectly employed by or acting as agent for the CONTRACTOR in the performance of this Agreement, or CONTRACTOR's failure to comply with its obligations set forth in this Agreement, including the concurrent or successive active or passive negligence of the CITY, its officers, agents, employees or volunteers, except for claims arising from the sole negligence or willful misconduct of CITY. CONTRACTOR shall promptly pay any judgment rendered against CONTRACTOR and/or CITY covering Claims. If CITY is made a party to any suit or action filed or prosecuted against CONTRACTOR for such Claims, CONTRACTOR shall pay CITY any and all costs and expenses incurred by CITY in such suits or actions, together with attorneys' fees.

b. It is understood that the duty of the CONTRACTOR to indemnify and hold harmless the CITY includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR shall defend any action or actions filed in connection with a claim with counsel of CITY's choice and pay all costs and expenses, including attorneys' fees incurred in connection therewith.

c. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve the CONTRACTOR from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages and shall survive expiration or termination of this Agreement.

27. INSURANCE

Without limiting the CONTRACTOR's indemnification of the CITY as provided in this Agreement, the CONTRACTOR shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverage and provisions:

a. Insurance Required
CONTRACTOR shall maintain insurance as described in this section and shall require all of its subcontractors, and other agents to do the same. Approval of the insurance by the CITY shall not relieve or decrease any liability of CONTRACTOR. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

b. 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 CONTRACTOR’s obligation to provide them. CONTRACTOR 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: [Official Police Towing Service]

- 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 required insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

c. Coverage Amounts

Insurance coverage shall be at least in the following minimum amounts:

Professional Liability Insurance:	$2,000,000 per occurrence $4,000,000 aggregate
General Liability:	
• General Aggregate	$4,000,000
• Products Comp/Op Aggregate	$4,000,000
• Personal & Advertising Injury	$2,000,000
• Each Occurrence	$2,000,000
• Fire Damage (any one fire)	$100,000
• Medical Expense (any one person)	$10,000
• Garage Keeper's Legal Liability with a limit of one hundred thousand dollars ($100,000) per occurrence.	
• On Hook Coverage with minimum limits of $100,000 per occurrence.	
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.

d. 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.

e. Workers' Compensation Insurance

CONTRACTOR 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 CONTRACTOR 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.

f. Automobile Liability Insurance

Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.

g. 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 CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

h. 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, for liability arising out of ongoing and completed operations by or on behalf of the CONTRACTOR. CONTRACTOR's insurance policies shall be primary as respects any claims related to or as the result of the CONTRACTOR's work. Any insurance, pooled coverage or self-insurance maintained by the CITY, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors 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 CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

i. Failure to Maintain Coverage

In the event any policy is canceled prior to the completion of the project and the CONTRACTOR 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 CONTRACTOR under this Agreement. Failure of the CONTRACTOR 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.

j. Insurance 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. CONTRACTOR shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. CONTRACTOR 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:

South Pasadena Police Department 1422 Mission Street, South Pasadena, CA 91030.

k. Contractor's Insurance Primary
The insurance provided by Contractor, 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 CONTRACTOR's insurance and shall not contribute with it.

l. Waiver of Subrogation
CONTRACTOR hereby waives all rights of subrogation against the CITY. CONTRACTOR shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

m. Report of Claims to City
Contractor shall report to the CITY, in addition to the CONTRACTOR's insurer, any and all insurance claims submitted to CONTRACTOR's insurer in connection with the services under this Agreement.

n. Premium Payments and Deductibles
CONTRACTOR must disclose all deductibles and self-insured retention amounts to the CITY. The CITY may require the CONTRACTOR 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. CONTRACTOR shall be responsible for all premiums and deductibles in all of CONTRACTOR's insurance policies. The amount of deductibles for insurance coverage required herein is subject to CITY's approval.

o. Duty to Defend and Indemnify
CONTRACTOR'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.

28. RISK

The CONTRACTOR shall be responsible for damage to or theft of the vehicles and other property towed and stored by the CONTRACTOR, its employees or agents. Any and all claims, demands or liability arising out of or encountered in connection with this Agreement shall be borne by the CONTRACTOR.

29. TERMINATION

a. The CITY may terminate this Agreement, for any reason or no reason, on thirty (30) days written notice to the CONTRACTOR. Prior to the effective date of termination, the CONTRACTOR shall continue to fulfill all of its obligations under this Agreement. If the Agreement is terminated by the CITY, and provided CONTRACTOR is not then in breach, the CONTRACTOR shall be paid for services satisfactorily rendered up to the last working day the Agreement is in effect, and the CONTRACTOR shall have no other claim against the CITY by reason of such termination.

b. The CONTRACTOR may terminate this Agreement only for a material breach and if the CITY fails to cure the breach within sixty (60) days following written notice from the CONTRACTOR.

30. OFFICIAL POLICE TOW SERVICE/ POLICE DEPARTMENT COMMUNICATIONS

The Support Services Division Captain or designee shall conduct regular meetings to discuss issues of concern in the implementation of this Agreement. These meetings shall be mandatory for the CONTRACTOR or his/her designee. The CITY shall give the CONTRACTOR five (5) days written notice of these meetings.

31. GENERAL PROVISIONS

a. Independent Contractor

CONTRACTOR is, and shall at all times remain as to CITY, a wholly independent contractor. 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 CITY. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of CITY. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as set forth in this Agreement. CONTRACTOR agrees to pay all required taxes on amounts paid to CONTRACTOR under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONTRACTOR shall fully comply with the workers' compensation law regarding CONTRACTOR and its employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any compensation due to CONTRACTOR under this Agreement any amount due to City from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to City any reimbursement or indemnification arising under this Agreement.

b. Required Licenses and Permits

The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR has all licenses, permits, qualifications and approvals that are legally required for the CONTRACTOR to perform the service required under this Agreement and pursuant to state law, including Vehicle Code Section 12804.9. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for the CONTRACTOR to perform the services.

c. No Agency

Except as the CITY may specify in writing, the CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY as an agent in any capacity whatsoever. The CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement, to bind the CITY to any obligation.

d. Assignment

The CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the prior written consent of the City Council. Any attempted or purported assignment

of any right or obligation pursuant to this Agreement shall be void and of no effect and constitute a default under this Agreement. The sale or transfer of controlling interest in a company shall constitute an assignment within the meaning of this Agreement.

e. Standard of Performance

The CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the services in which the CONTRACTOR is engaged in the geographical area in which the CONTRACTOR practices its profession.

f. No Employee Financial Interest

No employee of the CITY engaged in the preparation or supervision of this Agreement shall have any direct financial interest in the CONTRACTOR.

g. Compliance with all Law and Regulations

The CONTRACTOR shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The CONTRACTOR shall at all times observe and comply with all such ordinances, laws and regulations. The CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section.

h. Notices

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To CITY: City of South Pasadena
Police Department
1414 Mission Street
South Pasadena, CA 91030
Attention: Office of City Clerk

To CONTRACTOR: Navarro's Towing
524 Monterey Pass Road
Monterey Park, CA 91754
Attn: Norma Alejo

i. Time of Essence

In the performance of this Agreement, time is of the essence.

j. Authority to Execute

The persons executing this Agreement on behalf of the CONTRACTOR warrants and represents that he or she has the legal power, right, and authority to execute this Agreement on behalf of the CONTRACTOR so as to bind the CONTRACTOR to the performance of its obligations and conditions imposed upon CONTRACTOR herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF SOUTH PASADENA

_____
Evelyn G. Zneimer
Mayor

ATTEST:

_____
Mark Perez
Chief City Clerk

APPROVED AS TO FORM:

_____
Roxanne Diaz
City Attorney

CONTRACTOR:

Navarro's Towing

By:
Name:
Title:

By:
Name:
Title:

Two corporate officers are required to sign this Agreement

ATTACHMENT 3

Master Fee Schedule (Fee #308 and Fee #317)

283	Alley Parking - Sign Posted	$50.00
284	Parked on Private Property	$50.00
285	Parking on Public Property	$50.00
286	Parking on City Owned Off-street Facility	$50.00
287	Oversized Vehicle	$50.00
288	Unattended Trailer	$50.00
289	Overnight Parking	$50.00
290	City Parking Lot (2 HR Limit)	$50.00
	Parking Pass Fees:	
291	Parking 1 Year	$144.00
292	Parking - Senior Citizens (65 Years old min.)	$116.00
293	Parking - Alternate Fuel Vehicles	$116.00
294	Parking - Monthly Pass	$35.00
295	Parking - Replacement/ Transfer	$19.00
296	Parking - Daily Pass	$2.40
	All Police Reports:	
297	Redacted	$103.00
298	Non-Redacted - Non-Resident	$26.00
299	Non-Redacted - Resident	$26.00
	False Alarm:	
300	False Alarm 1st	$0.00
301	False Alarm 2nd - 3rd	$178.00
302	False Alarm 4th and beyond	$650.00
	Reproduction:	
303	Photo Reproduction - Per Photo	$26.00
304	Video/Audio Reproduction	$103.00
	Miscellaneous Fees:	
305	DUI Emergency Response	Actual Cost
306	Records Check/ Clearance Letter	$26.00
307	Special Business Background Check	$614.00
308	Impound Fee - Vehicle Release	$151.00
309	Juvenile Recovery	Actual Cost
310	Firearms Storage & Release	$35.00
311	Citation Corrections/ Inspection Service (resident)	$18.00
312	Citation Corrections/ Inspection Service (non-resident)	$44.00
313	Fingerprint Services -- Per Three Cards	$26.00
314	Civil Subpoena	Fee set by Courts
315	Duces Tecum Subpoena (Per CA Evidence Code)	$15.00
316	Booking Fee	$163.00
317	Tow Franchise Fee - per year	$1,102.00
318	CCW Application Fee	$317.00
319	CCW Clerical Fee	$35.00
320	Psychological Evaluation	$150.00
321	CCW Amendement Fee	$20.00
PUBLIC WORKS		
	Water Fees:	
322	Water Turn Off (After Hours)	$171.00
323	Water Turn On (After Hours)	$171.00
324	Water 24 Hour Door Hanger Fee	$37.00
325	Water Turn Off for Non-Payment***	$76.00
326	Water - New/Change Account	$118.00
327	Water - Discontinue Service	$118.00
328	Water - Discontinue for Non-Compliance	$228.00
329	Water - Unauthorized Turn on	$228.00
330	Fire Flow Testing	$609.00
331	Temporary Meter Rental - Install	$47.00
332	Temporary Meter Rental - Move	$118.00
333	Temporary Meter Rental - Rental	$90.00
334	Inspection of Backflow Prevention Device	$211.00

ATTACHMENT 4

South Pasadena Ordinance No. 2330

ORDINANCE NO. 2330

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA ADDING ARTICLE VIII (POLICE TOW SERVICE FRANCHISES) TO CHAPTER 19 (MOTOR VEHICLES AND TRAFFIC) OF THE MUNICAPAL CODE OF THE CITY OF SOUTH PASADENA, CALIFORNIA

SECTION 1. A new Article VIII (Police Tow Service Franchises) is added to Chapter 19 (Motor Vehicles and Traffic) of the South Pasadena Municipal Code to read as follows:

"ARTICLE VIII. POLICE TOW SERVICE FRANCHISES

19.92 Definitions.
19.93 Purpose and declarations.
19.94 Franchise required to provide police towing services.
19.95 Nonexclusive franchises-terms and conditions.
19.96 Franchise tow services agreement—non-transferrable.
19.97 Suspension by police chief.
19.98 Franchise fees.
19.99 Rotational list.

19.92 Definitions. For the purposes of this article, certain terms used herein are defined as follows:

"Franchise agreement" means an agreement between the city and a franchise for the purpose of providing towing service as provided in this article.

"Franchise" means any entity granted a franchise by the city pursuant to this article.

"Nonconsensual police towing services" means the towing and storage of vehicles as ordered and designated by authorized members of the police department, and all related services required to transport, secure and maintain such vehicles and their contents, in situations where the vehicle owner is unable or unwilling to consent to having the vehicle towed.

"Police chief" means the chief of police of the police department of the city of South Pasadena or their designee.

"Police department" means the police department of the city of South Pasadena.

"Tow truck operator" means a towing company and the owner(s) and/or managing employees of a towing company.

19.93 Purpose and declarations.

The purpose of this article is to establish towing regulations to govern the provision of nonconsensual police towing services to the city's police department, consistent with state and federal laws, as well as the public health, safety, and welfare. A further purpose is to ensure the best possible tow truck operators are selected to participate in the city's rotational tow program to assist the police department in conducting efficient police investigations and provide the citizens of South Pasadena with prompt, safe, and comprehensive towing services.

These regulations are not intended to govern situations where towing has been requested by vehicle owners or private property owners, except as may be permitted by law. Instead, these regulations, along with the terms and conditions of the franchise agreement required under this article, are intended to provide a fair and objective method of selecting qualified tow truck operators to ensure that towing providers and drivers selected provide the police department and the public with prompt, safe, and comprehensive nonconsensual police towing services using the latest in towing technology and vehicle towing and storage safely.

It is recognized that the city is authorized by state law to adopt and implement a mechanism for safe and efficient towing and vehicle impoundment and that the city may impose fees to recover its actual and reasonable costs incurred in connection with the towing program.

19.94 Franchise required to provide police towing services.
Except as specified in this article, it is unlawful for any person to solicit or perform the business of non-consensual police towing services in the city unless:

A. A franchise therefor has been granted pursuant to the provisions of this article and such franchise is in full force and effect; and

B. A written franchise agreement therefor has been executed between such person and the city and such agreement is in full force and effect.

This article shall not apply to towing, repair, or storage services performed for or made available to members of the public directly, when not in response to police department requests. Nothing in this article shall be construed to restrict or prohibit the City from conducting its own towing operations or maintaining its own towing storage yard, either in lieu of, or in addition to, any franchise agreement that is awarded pursuant to this article.

19.95 Non-exclusive franchises—terms and conditions.

A. The city council may at its discretion, by the adoption of a resolution or ordinance, grant a nonexclusive franchise to a tow truck operator to provide nonconsensual police towing services to the city under and pursuant to the provisions of this article as a franchisee. All franchises granted to franchisees pursuant to this article shall be nonexclusive and shall be for a term to be specified in the franchise agreement between the city and the franchisee.

B. No provisions of this article shall be deemed to require restricting the number of franchises to one or any particular number, and no provisions of this article shall be deemed to require the city council to grant any franchise if the city council determines that the grant of any such franchise is not in the best interest of the city and the public.

C. All franchises shall be subject to the terms and conditions specified in this article, as well as any terms or conditions specified in the resolution granting the franchise and the franchise agreement. In granting any tow truck operator franchise, the city council may prescribe such other terms and conditions, not in conflict with this article, as are determined by the city council to be in the best interest of the City and the public.

19.96 Franchise tow services agreement—non-transferrable.

A. All franchisees selected to provide nonconsensual police towing services shall enter into a franchise agreement with the City. The franchise agreement shall be in a form approved by the city attorney and shall be executed within 30 days after a selection as a franchisee. The franchise agreement shall provide that the terms and conditions of this article shall be applicable for the entire term of the franchise.

B. Any franchise agreement granted pursuant to this article is a privilege to be held in trust by the original franchisee. Such franchise shall not be sold, leased, transferred, assigned, or otherwise disposed of, either in whole or in part, whether by forced sale, merger, consolidation, bankruptcy, reorganization under bankruptcy laws or otherwise, without the prior consent of the city council.

19.97 Suspension by police chief.

A. The police chief may suspend the franchise agreement for the reasons, and pursuant to the procedures, set forth in the terms of the franchise agreement entered into with a tow truck operator, or for a violation of the terms of this article, including, but not limited to, a violation of the franchise agreement, a failure to maintain the minimum levels and standards of liability insurance for any period of time, or the failure to comply with any federal, state, or local law.

B. The police chief shall issue a notice of temporary suspension to the franchisee which shall include the date and period of suspension and the basis for the suspension. The notice of temporary suspension may be personally delivered or mailed by certified mail to the franchisee.

C. A suspension longer than 30 days may be appealed in writing to the city manager within 15 calendar days of the day of the police chief's notice of temporary suspension. In the event a timely appeal is filed, the suspension shall not become effective until a final decision has been rendered by the city manager. If no appeal is filed, the suspension shall become effective upon the expiration of the period for filing an appeal.

D. The city manager shall set a date, time and place for a hearing on appeal and shall notify the appellant of such date, time and place of the hearing, which shall be scheduled a minimum of 10 calendar days from the date of the written notice, which date may be continued at the sole discretion of the city manager. The city manager shall preside over the hearing on appeal. The city manager shall render a written decision within 30 calendar days from the date of the appeal hearing. The decision of the city manager or designee shall be final.

19.98 Franchise fees.

A. Each tow truck operator granted a franchise agreement pursuant to this article shall pay a franchise fee to the city during the term of such franchise. The franchise fee shall be in an amount as set forth in a resolution adopted by the City Council and may be adjusted by the city council from time to time.

B. Franchise fees shall be due and payable in accordance with the terms and conditions contained in the franchise agreement. Each payment shall be in accordance with the provisions of the resolution adopted by the city council pursuant to subsection A of this section.

C. By resolution, the city council establishes the reasonable estimate of the costs of the police department to administer the franchise tow services program. The franchise fees established by resolution may be revised periodically by the city council to reflect changes in the actual and reasonable costs to administer the franchise tow services program.

D. In the event of the suspension or termination of a franchise agreement, the franchisee shall forfeit any fees paid to the city. Franchisee waives any and all claims or rights to collect back from the city any amounts collected by the city pursuant to this article

.

E. The payment to the city by the franchisee pursuant to this article shall be in addition to any license fee or business tax prescribed by the city for the same period.

19.99 Rotational list. In the event of multiple franchisees selected by the city council, the police chief shall develop a rotational list of franchisees selected to provide nonconsensual police towing services to the city. The franchisee at the top of the list shall be on call to provide towing service to the city in accordance with the rotation system established by the police chief. Franchisees selected to provide nonconsensual police towing services shall abide by the rotation system established by the police chief."

SECTION 2. SEVERABILITY. If any provision, section, paragraph, sentence or word of this Ordinance, or the application thereof to any person or circumstance, is rendered or declared invalid by any court of competent jurisdiction, the remaining provisions, sections, paragraphs, sentences or words of this ordinance, and their application to other persons or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this ordinance are severable.

SECTION 3. CEQA. The City Council hereby finds and determines that there is no possibility the adoption of an ordinance requiring a franchise for nonconsensual police towing services will have a significant effect on the environment. Accordingly, under the provisions of § 15061(b)(3) and § 15378(b)(5) of Division 6 of Title 14 of the California Code of Regulations, the CEQA Guidelines, the adoption of this ordinance is not subject to the requirements of the California Environmental Quality Act.

SECTION 4. 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 20th day of February, 2019.

Marina Khubesrian, M.D., Mayor

ATTEST:

Evelyn G. Zneimer, City Clerk

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

Date: 2/20/19

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 20th day of February, 2019, by the following vote:

AYES: Cacciotti, Mahmud, Schneider, Joe, and Mayor Khubesrian

NOES: None

ABSENT: None

ABSTAINED: None

Evelyn G. Zneimer, City Clerk

ATTACHMENT 5

Request for Proposal (RFP)

2024 Request for Proposals for Official Police Tow Services for the City of South Pasadena

REQUEST FOR PROPOSALS
TOWING SERVICES FOR THE
CITY OF SOUTH PASADENA

The City of South Pasadena (hereinafter referred to as the "City") is requesting Proposals from qualified towing service companies (hereinafter referred to as "Proposer(s)") to provide police towing. The awarded Contractor, (hereinafter referred to as "Contractor") in accordance with the Sample Professional Service Agreement terms, conditions, and scope of work, as set forth in "Appendix A". Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation attachments/exhibits. The term is expected to be for three (3) years with one (1) one-year option to renew.

I. GENERAL INFORMATION

The City of South Pasadena is situated six miles from downtown Los Angeles. Called the City of Trees, the area is known for its stunning homes, unique small businesses, and top-quality schools. South Pasadena's diverse population of about 25,000 occupies a mere 3.44 square miles of flatlands and hillsides on the west side of the San Gabriel Valley. This small-town atmosphere makes South Pasadena one of California's most desirable locations.

The City is a "full-service city" providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The successful Proposer shall have at least five years of prior experience on similar types of services. All Proposers responding to this Request for Proposals ("RFP") will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of South Pasadena.

1. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. The City's RFP Facilitator contact set forth in RFP, Section II, Subsection 2, Inquires, will provide all official communication concerning this RFP. **Proposers are not to contact other City personnel with any questions or clarifications concerning this RFP.** Any City response relevant to this RFP other than through or approved by the City Clerk is unauthorized and will be considered invalid.

   If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on the City's website at www.southpasadenaca.gov. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City Clerk. It is the responsibility of each Proposer to periodically check the City's website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. **Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

Release of RFP	**August 1, 2024**
Deadline for Written Questions	**August 7, 2024**
Responses to Questions Posted on Web	**August 14, 2024**
Proposals are Due	**August 21, 2024**
Interview (if held)	**August 28, 2024**
Approval of Contract	**September 18, 2024**

**All dates are subject to change at the discretion of the City.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. **Proposal Format Guidelines:** Interested entities or contractors are to provide the City of South Pasadena with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including cover letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Said 20-page limitation does not include forms in Appendix B including Application Form, Ex Parte Communications Certification, Disclosure of Government Positions, Disqualification Questionnaire Proposer, Profile & References, Staffing Plan and General Questionnaire/Requirements for Towing Services. Each Proposal should adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

   - **Vendor Application Form and Cover Letter:** Complete **Appendix B, Forms** and attach these forms to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Proposer must sign the letter. Indicate the address and telephone number of the Proposer's office located nearest to South Pasadena, California, and the office from which the Proposer's towing services will be managed.

   - **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Attachment A, Scope of Work**, of this RFP.

   - **Method of Approach:** Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Method of Approach should include:

     1. Describe, in detail, the company's method of approach to the Scope of Work as defined in Exhibit 1 Police Tow Policy Guidelines and Requirements. Address the manner in which the company proposes to meet the specific requirements of the scope of work including, but not limited to, response time, business office and hours, twenty-four (24)-hour availability and reporting requirements.

2. List the names, titles, responsibilities and telephone numbers of the persons to be contacted, at any hour, in the event of an emergency.

3. Provide information on whether any of the services in this towing contract will be subcontracted out to another company and if so, then describe the portion of work and who will be providing the service.

4. Describe in detail the company's proposed procedures for the release of a vehicle under this contract.

5. Describe the company's proposed policies and procedures for allowing access to vehicles by owners. Additionally, state procedures for the following:
   a. Allowing the owner to cover the vehicle or take other protective measures.
   b. Allowing the owner to remove personal effects or other articles from the interior of the vehicle.
   c. Allowing the owner, an authorized non-owner and an unauthorized non-owner (such as a private investigator not employed by the owner) to photograph or take notes about the condition of the vehicle.

6. For vehicles in its care, state the company's policies and procedures for:
   a. Determining whether or not a vehicle was damaged.
   b. Determining whether or not a vehicle was stolen.
   c. Determining whether or not a vehicle was stolen from.
   d. Making restitution to the owner in the event that a vehicle is damaged, stolen and/or stolen from.

7. State the company's policies and procedures for:
   a. Determining whether or not private property was damaged in the course of the company's duties.
   b. Making restitution to the owner or restoring the property if so determined.

8. State the company's policies and procedures for informing a vehicle owner:
   a. A vehicle is in the company's possession.
   b. The location of the vehicle.
   c. The condition of the vehicle.
   d. How vehicle owner can recover their vehicle.

9. State the company's policies and procedures for receiving and resolving complaints from the public. Provide the name, qualifications, and contact information for the person(s) responsible for receiving and resolving complaints.

10. Describe the manner in which the company will inform the City and the public of changes to policies and procedures. Include samples of any informational materials the company would use. Describe the procedures for monitoring employee adherence to procedures, whether new or established.

11. Describe in detail the manner in which the company intends to meet the reporting requirements of Exhibit 1 Police Tow Policy Guidelines and Requirements. Include a detailed description of the company's record keeping tools and methods. Describe any additional information the company is capable of recording that may be of use to South Pasadena Police Department.

12. Propose a method of delivering the monthly report of released vehicles to South Pasadena Police Department electronically, if available.

13. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider Proposals that offer alternative service delivery means and methods for the services desired.

- **Qualifications & Experience:** The information requested in this section should describe the qualifications of the company or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

    1. If the owner is a corporation please provide: list name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.

    2. If the owner is partnership or joint venture, please provide: the name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.

    3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).

    4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).

    5. How many years have you been in business under your present business name?

    6. List all business names that you operate as a towing service in the County of Los Angeles.

7. List all businesses for which you or your business manager have filed for bankruptcy protection while operating under a towing service contract.

8. Provide a list of current and previous contracts similar to the requirements for South Pasadena. Include all public agencies served. For each, provide a brief description of the scope of work, the length of time the company has been providing services and the name, title and telephone number of the person who may be contacted regarding the company's service record.

9. Submit a description of the company's qualifications, experience and abilities that make it uniquely capable to provide services under this contract.

10. Provide a detailed list of subcontractors proposed to be used, if any. For each, submit a description of the services the subcontractor will perform and specific qualifications and experience.

11. Provide copies of the company's ethical standards, confidentiality policies, managerial philosophy, customer service standards and standards of service quality. State the manner in which these standards will be evaluated and maintained. The materials may include, but are not limited to:

    a. Membership in and/or good standing with an organization that is devoted to ensuring high standards of customer service and consumer protection, such as the Better Business Bureau.

    b. Membership in and/or good standing with a professional organization devoted to encouraging and maintaining ethical or service standards.

    c. Evidence of training and education in customer service, maintaining quality standards and/or maintaining quality standards received by the company, its employees and its subcontractors.

    d. Letters of recommendation from customers and contracting agencies.

    e. Copies of instructional material used to ensure employee adherence to ethical, quality and customer service standards.

    f. A list of references that will attest to the company's ethical, quality and service standards. The list should include the name, address and telephone number of the person who may be contacted and a description of the relationship between the company and the reference.

12. The City of South Pasadena is interested in knowing how Proposers support the communities that they serve. Please provide information on your company's participation in local community, charitable and civic organizations and events, including membership in the South Pasadena Chamber of Commerce, charitable contributions made by your company, etc., for consideration in the RFP evaluation.

Any public entity which submits a Proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Equipment & Facilities:** The information requested in this section should describe the company or entity' equipment and facilities. Information shall include:

    1. Provide a list and short description of all of the vehicles proposed to be used in the performance of services. In the event that the company does not currently own or lease a sufficient number of vehicles, provide a description of the company's plan to acquire the necessary equipment.

    2. Describe the radio equipment proposed to be used in the dispatching of tow vehicles. If dispatching is aided by equipment in addition to radios, describe that equipment.

    3. Provide a detailed description of the company's facilities including storage lots and business offices. In the event that the company does not currently own or lease sufficient facilities, provide a description of the company's plan to acquire the necessary facility.

    4. Provide a detailed description of facility security.

- **Financial Capacity:** Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

- **Staffing:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions. Provide a list of staff who will be assigned under this contract.

    A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

    B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

- **Cost Proposal:** All Proposers are required to use **Attachment B, Cost Proposal** to be submitted with their Proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current South Pasadena elected official, appointed official, City employee, or family member of any current South Pasadena elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the company from consideration.**

- **Sample Professional Service Agreement:** The company selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix A**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.**

- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, included as appendices to this RFP, which should be included with Proposals:

  1. Vendor Application Form
  2. Company Profile & References
  3. Ex Parte Communications Certificate
  4. Cost Proposal
  5. Disclosure of Government Positions
  6. Disqualifications Questionnaire
  7. Staffing Plan
  8. General Questionnaire/Requirements for Police Towing Services

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.

- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City.

- **Number of Proposals:** Submit one original, three (3) hard copies, and one electronic copy/flash drive of your Proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or electronic copy/flash drive copy, the original shall control.

- **Submission of Proposals:** Complete written Proposals must be submitted in sealed envelopes marked and received no later than **10:00 a.m. (PST)** on **August 21, 2024** to the address below. Proposals will not be accepted after this deadline. Faxed or emailed Proposals will not be accepted. **NO EXCEPTIONS.**

City of South Pasadena
Office of the City Clerk
1414 Mission Street
South Pasadena, CA 91030
RE: RFP TOWING SERVICES

- **Inquiries:** Questions about this RFP must be directed in writing, via e-mail to:

  RFP Facilitator: Deputy Chief Ladenheim at mladenheim@southpasadenaca.gov and Lieutenant Robledo at srobledo@southpasadenaca.gov

  The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the South Pasadena RFP web page, southpasadenaca.gov/government/city-clerk/RFP. Proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than **August 7, 2024**. The City reserves the right not to answer all questions.

  From the date that this RFP is issued until a company or entity is selected and the selection is announced, companies or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the RFP Facilitator listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of South Pasadena. If any proprietary information is contained in the Proposal, it should be clearly identified.

- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents within ten (10) days of City notification, unless otherwise specified in the solicitation:

  Insurance - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Contractor must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.

  W-9 – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

3. **Evaluation Criteria:** The City's evaluation and selection process will be conducted in accordance with the City's Municipal Code (Code). In accordance with the

Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criterion may also be considered even if not specified below.

1. **Method of Approach ------- 30%**
2. **Qualifications of Experience--------30%**
3. **Equipment & Facilities ----- 25%**
4. **Staffing ----10%**
5. **Cost Proposal ---- 5%**

4. **Evaluation of Proposals and Selection Process:** In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation/Selection Committee (Committee), which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. **Responsiveness Screening**: Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.

B. **Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. **Interviews, Reference Checks, Revised Proposals, Discussions:**

The City may during this stage of the evaluation process contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again

rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked company, which shall be determined to be the lowest responsible bidder. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

5. **Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City Clerk at least ten (10) calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City Clerk, within forty eight (48) hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City Clerk will respond to the protest in writing at least three (3) days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City Clerk, and pursue its protest at the Council meeting, it will notify the City Clerk of its intention at least two (2) days prior to the scheduled meeting.

A. **Procedure** – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The Proposal;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

6. **Accuracy of Proposals:** Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately

notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

7. **Responsibility of Proposers:** The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

   - Preparing Proposal in response to this RFP;
   - Submitting that Proposal to the City;
   - Negotiating with the City on any matter related to the Proposal; and,
   - Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. **Confidentiality:** The California Public Records Act (Cal. Govt. Code Sections 7920.000 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

   If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

   Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

9. **Ex Parte Communications:** Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the

exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

For purposes of this section, a "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix B** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

10. **Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

11. **Disclosure of Governmental Position**: In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the company currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix B**.

12. **Conditions to Agreement:** The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix A** to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements, have been mandated by the City and can be modified only if extraordinary circumstances exist.** Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluation Proposals and determining the lowest responsible bidder.

13. **Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or

employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix B**.

14. **Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted to the South Pasadena South Pasadena RFP web page, southpasadenaca.gov/government/city-clerk/RFP. Proposers should check this web page daily for new information.

APPENDIX A

CITY OF SOUTH PASADENA POLICE DEPARTMENT

Exclusive Franchise Agreement

August 2024

APPENDIX A

CITY OF SOUTH PASADENA NON-EXCLUSIVE FRANCHISE AGREEMENT TO PROVIDE OFFICIAL POLICE TOW SERVICES

THIS AGREEMENT ("Agreement") is made and entered into as of_____, 2024 between the City of South Pasadena, a municipal corporation ("CITY") and _____, a California corporation ("CONTRACTOR"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. RECITALS

This Agreement is made with respect to the following facts and purposes:

A. The CITY has a regular need for official tow service company(ies) to provide timely and professional towing and storage services for vehicles when a CITY Police Officer or other authorized CITY representative requests towing services.
B. In furtherance of this need, CITY wishes to enter into a non-exclusive franchise agreement with CONTRACTOR for towing and vehicle storage services.
C. The CITY's Chief of Police (sometimes referred to herein as "Chief of Police" or "Police Chief"), with the concurrence of the City Manager, is authorized to enter into towing service franchise agreements under California Vehicle Code Section 12110(b) with one or more qualified tow service companies upon payment of a franchise fee in an amount established by City Council Resolution.
D. CONTRACTOR has submitted a response to the CITY's request for proposals for official police tow services and wishes to be awarded a non-exclusive franchise agreement for such towing services.

2. NON-EXCLUSIVE FRANCHISE FOR OFFICIAL POLICE TOW SERVICE

A. CONTRACTOR shall serve as one of the Official Police Tow Service contractors for the CITY. CONTRACTOR shall have the non-exclusive right during the terms of this Agreement to receive calls from the CITY to provide towing and storage services for vehicles which are involved in collisions, are disabled, abandoned or impounded for evidence, are impeding the flow of traffic or are otherwise subject to being towed and stored at the direction of the CITY.

B. CONTRACTOR shall pay the franchise fee required by City Council Resolution upon execution of this Agreement.

3. TERM OF AGREEMENT

This Agreement shall commence on_____,____, 2024, and shall remain and continue in effect until_____,____, 2026 with an option to extend one (1) additional year upon the same terms and conditions contingent upon the recommendation and approval of the Chief of Police, unless sooner terminated as provided in Section 29. Any extension shall be subject to the same tow rates as those in effect at the conclusion of the initial term.

4. BASIS FOR ACCEPTANCE OF SERVICE

A. Whenever a driver or vehicle owner is requesting from the CITY a towing service and does not specify a business, or when a CITY police officer or other authorized CITY representative requests a towing service that does not specify a particular business, the CITY may request the CONTRACTOR. When more than one (1) vehicle is to be towed from the scene of a traffic collision and the drivers do not specify a preference, the CONTRACTOR may be called for each vehicle to be towed.

B. If the CITY cancels the towing service, up to and including arrival at the scene, the CONTRACTOR shall not charge for the call.

C. If the CONTRACTOR is not available at the time of the service request, is unable to respond within the required response time as provided in Section 17 of this Agreement, or is unable to handle the call, the CITY may request another towing service to respond.

5. ABILITY TO PERFORM AGREEMENT

The CONTRACTOR shall, at its sole cost and expense and at all times during the term of this Agreement, have sufficient towing equipment and storage yard capacity to perform the obligations set forth in this Agreement. The storage yard shall be in full compliance with the applicable zoning and building requirements of the city in which it is located. The CONTRACTOR shall, possess a valid CITY Business License throughout the duration of this Agreement.

6. LOCATION

The CONTRACTOR's business office and storage facility (the "primary towing facility"[SC1]) must be at the same location and shall be located within five (5) road miles of the closest CITY boundary.

7. PERSONNEL

The CONTRACTOR shall maintain at least four qualified drivers available at all times with at least one driver having a valid Class A license.

8. TRAINING / ABILITY – QUALIFICATIONS

A. The CONTRACTOR's drivers and other personnel (collectively "employees") must be sufficiently trained and shall provide safe and proper service.

B. All drivers shall possess the proper class of driver's license required to perform their duties according to section 12520(a) of the California Vehicle Code, as that section may be amended from time to time. The CONTRACTOR's drivers shall participate in the Employer Pull Notice Agreement through the Department of Motor Vehicles. The CONTRACTOR is required to notify the South Pasadena Police Department Watch Commander of any Pull Notices received about any of its drivers within three calendar days of receiving such a notice.[SC2]

C. The CONTRACTOR's drivers shall present a neat, clean and professional appearance. The CONTRACTOR shall require its drivers to wear uniform-type pants and shirt approved by the Chief of Police when providing services pursuant to this Agreement.

D. The CONTRACTOR'S drivers shall conduct themselves at all times in a professional and responsible manner and shall not:

1. Engage in rude or discourteous behavior.

2. Fail to provide full and complete service covered by this Agreement.

3. Drive in any unsafe manner.

4. Be under the use or influence of alcohol or drugs while on duty.

5. Appear at the scene of a tow call with the odor of alcohol. Any of the CONTRACTOR'S tow truck drivers shall submit to a preliminary alcohol-screening test upon demand by a South Pasadena Police Officer.

9. COMMUNICATIONS

The CONTRACTOR shall install and maintain radio transmission and reception equipment allowing for contact at all times with the tow vehicles in service.

10. BUSINESS HOURS AND AVAILABILITY

A. Availability of Services: The CONTRACTOR shall be available to respond to any call for services under this agreement and provide such services on a twenty-four (24)-hour, seven (7) day a week basis, including holidays.

B. Availability of Storage Facility: An employee or agent of the CONTRACTOR shall be available on site during normal business hours at the CONTRACTOR's storage facility to handle release of impounded/stored vehicles. Normal business hours will at a minimum be from 0800 hours to 1700 hours, five (5) days a week (Monday through Friday) and 0800 hours to 1200 hours on Saturdays, excluding legal holidays of the CITY.

11. IMPOUNDED VEHICLES

Any vehicle impounded pursuant to this Agreement will be documented by the CITY Police Department (sometimes referred to herein as "Police Department") personnel. A report will be taken normally via a CHP 180 Impound form.

12. RELEASE OF VEHICLES AFTER STORAGE/IMPOUND

A. Any vehicle stored or impounded pursuant to this Agreement upon direction of the CITY Police Department, **CANNOT** be released without receipt of CHP 180 Form signed by an authorized representative of the CITY Police Department.

B. The CONTRACTOR shall not release a vehicle impounded at the request of an authorized

representative of the Police Department to anyone unless that person provides proper identification and documentation that they are authorized to receive the vehicle.

C. If the person requesting the release of a vehicle does not have a CHP 180 Form or other proper identification, the CONTRACTOR shall refer that person to the CITY Police Department for further processing. In the event of any dispute over whether a vehicle shall be released, the decision of the on-duty Police Department Watch Commander or his or her designee shall be final.

13. RELEASE OF PERSONAL PROPERTY

A. The CONTRACTOR shall not remove personal property from a stored vehicle without first obtaining authorization to do so from the CITY Police Department. CONTRACTOR shall provide a receipt that lists the personal property and the identification of the person(s) who removed it and place a copy of the receipt in the stored vehicle.

B. Personal property means any item that is not affixed to the vehicle.

14. OFFICIAL POLICE TOW SERVICES STORAGE FACILITY STANDARDS

A. The CONTRACTOR shall make adequate provisions for the security of vehicles and personal property stored and under the control of the CONTRACTOR. At a minimum:

1. All vehicles shall be stored in a building or storage area that is enclosed by a substantial wall or fence meeting the requirements of the jurisdiction in which the facility is located. CONTRACTOR shall obtain written approval of the CITY Police Support Services Division Lieutenant or his or her designated representative that the storage facility(ies) meets this requirement.

2. The minimum capacity of the outside storage lot shall be at least fifty (50) vehicles.

B. Required storage facilities must be available before approval of this Agreement.
C. Any breach of security in buildings or fences must be repaired within twenty-four (24) hours of the discovery of the breach.

15. INSIDE STORAGE

A. The CONTRACTOR shall maintain an enclosed locked storage facility for a minimum of ten vehicles. The CONTRACTOR shall maintain a minimum of two (2) indoor spaces that can be used as an investigative hold area for vehicles held for criminal and/or evidentiary examinations. The investigative hold area shall be isolated from other storage areas and shall be covered and capable of providing protection from the elements of weather and other forms of environmental contamination. The investigative hold area shall be posted and cordoned off by means of a fence, gate, or other permanent barrier as approved by the Chief of Police so as to prohibit entry by unauthorized persons. [SC3]

B. "Police Evidence" is any vehicle and its contents that is identified by an authorized representative of the Police Department as being connected with a criminal investigation. The CONTRACTOR shall ensure that all Police Evidence is protected and is not removed or touched by any person

other than an authorized representative of the Police Department.

C. An authorized representative of the Police Department shall inform CONTRACTOR when a vehicle is to be stored inside for Police Evidence purposes and may place a seal on each door of the vehicle or door(s) to maintain chain of evidence. Vehicles stored inside for Police Evidence purposes shall not be removed from such protection until approved in writing by the Police Department's Support Services Division Lieutenant.

16. EQUIPMENT STANDARDS

A. CONTRACTOR shall provide, at its expense, the equipment listed below. Such equipment shall conform to the California Highway Patrol's Classification (CHP Class) for the gross vehicle weight ratings (GVWR) of a truck chassis. All of CONTRACTOR's vehicles performing services pursuant to this Agreement must comply with the applicable provisions of the California Vehicle Code and related tow truck regulations, including but not limited to California Vehicle Code Sections 615, 21711, 24606, 25100, 27700, 27907, and all other statutes and regulations applicable to the vehicles. All vehicles must be equipped with a two-way radio. The CONTRACTOR shall, at a minimum, provide the following equipment:

Two (2) flatbed car carriers (Class A or Class B); plus

Four (4) light-medium duty tow trucks, consisting of:

One (1) light duty (Class A); plus

One (1) medium duty (Class B); plus

Two (2) additional tow trucks, whether (Class A), or (Class 8), or both; plus

One (1):

a) Heavy duty (Class C) truck; or

b) Super heavy duty (Class D) truck; plus

One (1) tow truck that is equipped to lift and carry a disabled person in a wheel chair;

B. All CONTRACTOR's tow vehicles must be equipped with at least the following equipment when in service:

Fire Extinguishers
Broom
Shovel
Reflective Triangles
Flares
Trash Can(s) with Absorbent Material
Office to Truck Radio System

C. Motorcycles that are stored, impounded or towed from a collision scene at the request of an authorized representative of the Police Department shall be hauled by a trailer that is designed

to carry motorcycles or by a flatbed truck in an upright position.

D. Any and all equipment used and maintained by the CONTRACTOR shall be available for inspection by an authorized representative of the Police Department upon request.

E. The CONTRACTOR shall have all equipment and vehicles to be used under this Agreement inspected by the California Highway Patrol at least one time per year. All vehicles and equipment shall display a current inspection sticker issued by the California Highway Patrol prior to use under this Agreement. The CITY may conduct random vehicle and equipment inspections to ensure compliance with this A greement.

F. An authorized representative of the Police Department may inspect the CONTRACTOR's facilities used under this Agreement at any time during normal business hours.

G. The CONTRACTOR shall have equipment for unlocking locked vehicles and personnel proficient in use of such equipment. The personnel shall unlock vehicles when requested by an authorized representative of the Police Department.

H. Throughout the term of this Agreement the CONTRACTOR shall maintain in good condition its facility, vehicles, equipment and material used in the performance of this Agreement.

17. RESPONSE TIME

A. The CONTRACTOR shall respond to calls from the South Pasadena Police Department twenty-four (24) hours a day, seven (7) days a week, including holidays, with the following maximum response times:

Daytime: (0700 hours to 1800 hours) – Twenty (20) minutes
Nighttime: (1800 hours to 0700 hours) – Twenty-five (25) minutes

If the CONTRACTOR does not or cannot respond within the allowed response time, the Police Department may engage another tow company.

B. The CONTRACTOR's dispatcher shall notify the CITY Police Dispatcher when a tow vehicle cannot respond within the applicable response time listed above and shall give the reason for the delay and an estimated time of arrival.

C. The CONTRACTOR may park up to two (2) tow trucks on CITY streets designated by the Police Chief during early morning hours (0100 hours to 0600 hours) to facilitate a timely response to police calls for tow services.

18. DUTIES AT SCENE

After being requested to the scene by an authorized representative of the Police Department the CONTRACTOR's driver shall:

A. Neither move nor attach the tow truck to any vehicle until instructed to do so by an authorized representative of the Police Department.

B. Clean up and remove any and all debris from an accident scene as directed by an authorized

representative of the Police Department and as required by the California Vehicle Code.

C. Provide vehicle owners, when present at the scene, with a business card or other information indicating where the vehicle will be stored and the phone number where a representative of the CONTRACTOR can be reached.

19. RECORDS

A. The CONTRACTOR shall keep complete and accurate records of all vehicles impounded or stored, which records shall include the CONTRACTOR's charges for each vehicle. Said records shall be maintained at the business office as provided in section 6 of this Agreement or such other location reasonable accessible to the CITY. Said records shall contain the following information in a reasonably understandable format including, without limitation, all official tow services furnished at the initiation of CITY, all lien sale processing and vehicle auction services furnished to the CITY, a description of the vehicles towed and stored, with regards to each vehicle towed or stored, the nature of the act, the date of act, the time of notification by the CITY, the time of the tow truck dispatch, the time of the arrival of the tow truck at the scene, the location of the calls, the total itemized charges of towing, storage and lien sale processing, the disposition of all vehicles towed and/or stored at the initiation of the CITY, including those vehicles sold at lien sale, records pertaining to the compliance with state law for lien sales, copies of all invoices, receipts, evidence of payment, and any other record reasonably necessary to document, substantiate, and verify CONTRACTOR's compliance with the terms of this Agreement. The records shall be compiled into a report including all the relevant information, including a separate list of the number of vehicles stored or impounded at the request of the CITY that are sold through lien sale. The CONTRACTOR shall provide the report to the Chief of Police within thirty (30) calendar days after the end of each month. The report need only include vehicles towed, impounded or stored at the request of the Police Department. The record system should be adequate to provide an inquiry with the following information: Locate vehicles from license plate only if the make, model, color, date and location of impound are unavailable. The CONTRACTOR must provide notice to the California Highway Patrol as required by section 10652 of the California Vehicle Code.

B. The CONTRACTOR shall maintain the records required by this Agreement for a period of not less than three (3) years from the date a vehicle is released or sold. The CONTRACTOR may save the records electronically in accordance with requirements approved by the Police Chief.

20. RECORDS INSPECTION/ RELEASE OF INFORMATION

A. All records required to be kept by the CONTRACTOR shall be available for inspection in a usable form by representatives of the CITY and the California Highway Patrol during normal business hours.

B. All information gained by the CONTRACTOR and reports compiled therefrom in performance of this Agreement shall be considered confidential and shall not be released by the CONTRACTOR without the prior written authorization of the Police Chief. The CONTRACTOR, its officers, employees, agents or subcontractors, shall not without written authorization from the Police Chief or the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any incident, service, project or property located within the CITY. Response to a subpoena or court order shall not be "voluntary" if the CONTRACTOR gives the CITY notice of such court order or subpoena. The

CONTRACTOR shall promptly notify the CITY should the CONTRACTOR, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed hereunder or with respect to any incidents or locations within the CITY. The CITY shall have the right, but no obligation, to be present at any such deposition, hearing or similar proceeding. The CONTRACTOR agrees to cooperate fully with the CITY and to provide the CITY with the opportunity to review any response to discovery requests provided by the CONTRACTOR. The CITY cannot control, direct, or rewrite any response.

21. TOW RATES AND STORAGE FEES

A. Tow Rates

The rate for towing shall be from the primary towing facility and return to the same. The CONTRACTOR can charge one (1)–hour minimum. Charges in excess of one hour shall be charged in fifteen (15)-minute increments. There shall be no additional charge for mileage or any other add-on.

Rates for September 2024-September 2026

The applicable rates for September 1, 2024, to September 1, 2026 shall be:[SC4]

Towing –	
Class A	$225.17 per hour
Class B	$274.89 per hour
Class C	$369.70 per hour
Class D	$447.60 per hour
Storage –	
Inside Storage Class A	$63.53 per day
Outside Storage Class A	$60.38 per day
Inside Storage Class B	$63.53 per day
Outside Storage Class B	$65.31 per day
Inside Storage Class C	$72.63 per day
Outside Storage Class C	$69.69 per day
Inside Storage Class D	$71.93 per day
Outside Storage Class D	$69.15 per day
Labor–	
Class A Tow	$57.08
Class B Tow	$57.08
Class C Tow	$57.08
Class D Tow	$57.08
Special Equipment (low boy)	$365.19

B. Determination of a Day

Vehicles stored eight (8) hours or less shall be charged no more than one (1) day storage. Each day thereafter shall be calculated by the calendar day.

C. Copy of Rate Schedule

A copy of the rate schedule shall be maintained inside each tow vehicle and presented upon request to the vehicle owner or driver.

D. No Charge for Unauthorized Tow
In the event that a vehicle is stored or impounded at the direction of an authorized representative of the Police Department and it is subsequently determined that the CITY did not have sufficient grounds for calling for the tow, the CONTRACTOR shall impose no charge for the tow.[SC5]

E. After Hour Vehicle Releases
The CONTRACTOR may charge a flat after-hours release fee of $75.00 in addition to any previously incurred tow and storage fees for vehicles released outside the CONTRACTOR's normal business hours.

F. Towing of CITY Vehicles
The CONTRACTOR shall tow CITY-owned Class A vehicles and motorcycles within the CITY limits free of charge. The CONTRACTOR shall tow outside of the CITY limits and provide storage of CITY owned Class B, C, or, D vehicles at one half of the applicable rates and storage fees.

22. SERVICE CALLS AND LABOR

Rates for service calls (out of gas, lock outs, etc.) shall be from the time dispatched to the end of the service and shall be at an hourly rate of $57.08 [SC6]with thirty (30) minutes minimum. Charges in excess of thirty (30) minutes may be imposed in fifteen (15)-minute increments. This rate shall be in effect from September 1, 2024 to September 1, 2026 and any extension of this Agreement. The CITY vehicles will not be charged for service calls.

23. DISPUTES

In the event a dispute arises concerning any charge made by the CONTRACTOR in performance of this Agreement, the dispute shall be decided by an authorized representative of the Police Department, pursuant to California Vehicle Code Section 22852, as that section may be amended from time to time. The decision of the Police Department shall be binding on all involved parties.

24. ACCEPTANCE OF PAYMENT

The operator shall accept payment for towing, impounding and storage by a valid debit card, credit card or cash. The CONTRACTOR shall have sufficient cash on the premises to accommodate and make change in a reasonable monetary transaction. The CONTRACTOR shall accept payment from the registered owner, legal owner or the agent or the owner claiming the vehicle. (22651.1CVC)

25. SIGNS AND ADVERTISING

The CONTRACTOR shall not display any signs or advertising material which indicates that his/her business is an official towing service or police storage facility of the CITY without the express written permission from the Chief of Police.

26. INDEMNITY

A. THE CONTRACTOR shall, at its sole cost and expense, indemnify, defend, and hold harmless the CITY, its elected officials, officers, agents, employees, and volunteers and those CITY agents serving as independent contractors in the role of CITY officers from all claims, suits, or actions of every name, kind, and description (collectively, "Claims"), including fees and costs of accountants, attorneys and other professionals, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the alleged willful misconduct, negligent acts, errors or omissions of the CONTRACTOR or any person directly or indirectly employed by or acting as agent for the CONTRACTOR in the performance of this Agreement, or CONTRACTOR's failure to comply with its obligations set forth in this Agreement, including the concurrent or successive active or passive negligence of the CITY, its officers, agents, employees or volunteers, except for claims arising from the sole negligence or willful misconduct of CITY. CONTRACTOR shall promptly pay any judgment rendered against CONTRACTOR and/or CITY covering Claims. If CITY is made a party to any suit or action filed or prosecuted against CONTRACTOR for such Claims, CONTRACTOR shall pay CITY any and all costs and expenses incurred by CITY in such suits or actions, together with attorneys' fees.

B. It is understood that the duty of the CONTRACTOR to indemnify and hold harmless the CITY includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR shall defend any action or actions filed in connection with a claim with counsel of CITY's choice and pay all costs and expenses, including attorneys' fees incurred in connection therewith.

C. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve the CONTRACTOR from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages and shall survive expiration or termination of this Agreement.

27. INSURANCE

Without limiting the CONTRACTOR's indemnification of the CITY as provided in this Agreement, the CONTRACTOR shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverage and provisions:

A. Insurance Required
CONTRACTOR shall maintain insurance as described in this section and shall require all of its subcontractors, and other agents to do the same. Approval of the insurance by the CITY shall not relieve or decrease any liability of CONTRACTOR. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

B. 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 CONTRACTOR's obligation to provide them. CONTRACTOR 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: [Official Police Towing Service]
- 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 required insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

C. Coverage Amounts

Insurance coverage shall be at least in the following minimum amounts:

Professional Liability Insurance:	$2,000,000 per occurrence $4,000,000 aggregate
General Liability:	
• General Aggregate	$4,000,000
• Products Comp/Op Aggregate	$4,000,000
• Personal & Advertising Injury	$2,000,000
• Each Occurrence	$2,000,000
• Fire Damage (any one fire)	$100,000
• Medical Expense (any one person)	$10,000
• Garage Keeper's Legal Liability with a limit of one hundred thousand dollars ($100,000) per occurrence.	
• On Hook Coverage with minimum limits of $100,000 per occurrence.	
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.

D. 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.

E. Workers' Compensation Insurance

CONTRACTOR 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 CONTRACTOR 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.

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

G. 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 CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

H. 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, for liability arising out of ongoing and completed operations by or on behalf of the CONTRACTOR. CONTRACTOR's insurance policies shall be primary as respects any claims related to or as the result of the CONTRACTOR's work. Any insurance, pooled coverage or self-insurance maintained by the CITY, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors 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 CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

I. Failure to Maintain Coverage
In the event any policy is canceled prior to the completion of the project and the CONTRACTOR 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 CONTRACTOR under this Agreement. Failure of the CONTRACTOR 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.

J. Insurance 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. CONTRACTOR shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. CONTRACTOR 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: [South Pasadena Police Department], 1422 Mission Street, South Pasadena, CA 91030.

K. Contractor's Insurance Primary
The insurance provided by Contractor, 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 CONTRACTOR's insurance and shall not contribute with it.

L. Waiver of Subrogation
CONTRACTOR hereby waives all rights of subrogation against the CITY. CONTRACTOR shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

M. Report of Claims to City
Contractor shall report to the CITY, in addition to the CONTRACTOR's insurer, any and all insurance claims submitted to CONTRACTOR's insurer in connection with the services under this Agreement.

N. Premium Payments and Deductibles
CONTRACTOR must disclose all deductibles and self-insured retention amounts to the CITY. The CITY may require the CONTRACTOR 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. CONTRACTOR shall be responsible for all premiums and deductibles in all of CONTRACTOR's insurance policies. The amount of deductibles for insurance coverage required herein is subject to CITY's approval.

O. Duty to Defend and Indemnify
CONTRACTOR'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.

28. RISK

The CONTRACTOR shall be responsible for damage to or theft of the vehicles and other property towed and stored by the CONTRACTOR, its employees or agents. Any and all claims, demands or liability arising out of or encountered in connection with this Agreement shall be borne by the CONTRACTOR.

29. TERMINATION

A. The CITY may terminate this Agreement, for any reason or no reason, on thirty (30) days written notice to the CONTRACTOR. Prior to the effective date of termination, the CONTRACTOR shall continue to fulfill all of its obligations under this Agreement. If the Agreement is terminated by the CITY, and provided CONTRACTOR is not then in breach, the CONTRACTOR shall be paid for services satisfactorily rendered up to the last working day the Agreement is in effect, and the CONTRACTOR shall have no other claim against the CITY by reason of such termination.

B. The CONTRACTOR may terminate this Agreement only for a material breach and if the CITY fails to cure the breach within sixty (60) days following written notice from the CONTRACTOR.

30. OFFICIAL POLICE TOW SERVICE/ POLICE DEPARTMENT COMMUNICATIONS

The Support Services Division Captain or designee shall conduct regular meetings to discuss issues of concern in the implementation of this Agreement. These meetings shall be mandatory for the CONTRACTOR or his/her designee. The CITY shall give the CONTRACTOR five (5) days written notice of these meetings.

31. GENERAL PROVISIONS

A. Independent Contractor

CONTRACTOR is, and shall at all times remain as to CITY, a wholly independent contractor. 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 CITY. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of CITY. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as set forth in this Agreement. CONTRACTOR agrees to pay all required taxes on amounts paid to CONTRACTOR under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONTRACTOR shall fully comply with the workers' compensation law regarding CONTRACTOR and its employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any compensation due to CONTRACTOR under this Agreement any amount due to City from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to City any reimbursement or indemnification arising under this Agreement.

B. Required Licenses and Permits

The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR has all licenses, permits, qualifications and approvals that are legally required for the CONTRACTOR to perform the service required under this Agreement and pursuant to state law, including Vehicle Code Section 12804.9. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for the CONTRACTOR to perform the services.

C. No Agency

Except as the CITY may specify in writing, the CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY as an agent in any capacity whatsoever. The CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement, to bind the CITY to any obligation.

D. Assignment

The CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the prior written consent of the City Council. Any attempted or purported assignment

of any right or obligation pursuant to this Agreement shall be void and of no effect and constitute a default under this Agreement. The sale or transfer of controlling interest in a company shall constitute an assignment within the meaning of this Agreement.

E. Standard of Performance
The CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the services in which the CONTRACTOR is engaged in the geographical area in which the CONTRACTOR practices its profession.

F. No Employee Financial Interest
No employee of the CITY engaged in the preparation or supervision of this Agreement shall have any direct financial interest in the CONTRACTOR.

G. Compliance with all Law and Regulations
The CONTRACTOR shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The CONTRACTOR shall at all times observe and comply with all such ordinances, laws and regulations. The CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section.

H. Notices
Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To CITY: City of South Pasadena
Police Department
1414 Mission Street
South Pasadena, CA 91030
Attention: Office of City Clerk

To CONTRACTOR: Name:
Address:
Attn:

I. Time of Essence
In the performance of this Agreement, time is of the essence.

J. Authority to Execute
The persons executing this Agreement on behalf of the CONTRACTOR warrants and represents that he or she has the legal power, right, and authority to execute this Agreement on behalf of the CONTRACTOR so as to bind the CONTRACTOR to the performance of its obligations and conditions imposed upon CONTRACTOR herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF SOUTH PASADENA

_____
Evelyn Zniemer
Mayor
ATTEST:

_____
Mark Perez
Chief City Clerk
ATTEST:

_____
Roxanne Diaz
City Attorney
ATTEST:

OFFICIAL POLICE TOW SERVICE

_____,INC

By:
Name:
Title:

By:
Name:
Title:

Two corporate officers are required to sign this Agreement

APPENDIX B

FORMS

Vendor Application Form

Ex Parte Communications Certification

Disclosure of Government Positions

Disqualification Questionnaire Company

Profile & References

Staffing Plan

General Questionnaire/Requirements for Towing Services

VENDOR APPLICATION FORM
FOR RFP TOWING SERVICES

TYPE OF APPLICANT: · NEW · CURRENTVENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone:_____ Fax: _____

Contact Person for Proposals: _____

Title:_____E-M ail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

· NON-PROFIT CORPORATION · FOR PROFITCORPORATION

Is your business: (check one)

· CORPORATION · LIMITED LIABILITY PARTNERSHIP

· INDIVIDUAL · SOLEPROPRIETORSHIP

· PARTNERSHIP · UNINCORPORATEDASSOCIATION

Names & Titles of Corporate Board Members
(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone

Federal Tax Identification Number: _____

City of South Pasadena Business License Number: _____

(If none, you must obtain a South Pasadena Business License upon award of contract.)

City of South Pasadena Business License Expiration Date: _____

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning **RFP FOR TOWING SERVICES** at any time after **August 1, 2024.**

_____ **Date:** _____

Signature

_____

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **August 1, 2024,** with a City Councilmember concerning **RFP FOR TOWING SERVICES**. A copy of all such communications is attached to this form for public distribution.

_____ **Date:** _____

Signature

_____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes_____ No ____

If the answer is yes, explain the circumstances in the following space.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

COMPANY PROFILE & REFERENCES

Company Profile

Company Legal Name: _____

Company Legal Status (corporation, partnership, sole proprietor etc.): _____

Active licenses issued by the California State Contractor's License Board: _____

Business Address: _____

Website Address: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

Length of time the company has been in business: _____ Length of time at current location: _____

Is your company a sole proprietorship doing business under a different name: Yes__No
If yes, please indicate sole proprietor's name and the name you are doing business under:

_____

Is your company incorporated: _____Yes_
_____No If yes, State of Incorporation: _____
Federal Taxpayer ID Number:

_____

Regular business hours: _____
Regular holidays and hours when business is closed:

_____

Contact person in reference to this solicitation:

_____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

Contact person for accounts payable:

Telephone Number:_____Facsimile Number: _____

Email Address: _____

Name of Project Manager: _____

Telephone Number:_____Facsimile Number: _____

Email Address: _____

COMPANY PROFILE & REFERENCES
(Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least five clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name:_____Telephone Number: _____

Contact Name:_____ Contract Amount: _____

Email: _____

Address: _____

Brief Contract Description: _____

Company Name:_____Telephone Number: _____

Contact Name:_____ Contract Amount: _____

Address: _____

Email: _____

Brief Contract Description: _____

Company Name:_____Telephone Number: _____

Contact Name:_____Contract Amount: _____

Email: _____

Address: _____

Brief Contract Description: _____

Company Name:_____Telephone Number: _____

Contact Name:_____Contract Amount: _____

Address: _____

Email: _____

Brief Contract Description: _____

Company Name:_____Telephone Number: _____

Contact Name:_____Contract Amount: _____

Email: _____

Address: _____

Brief Contract Description: _____

STAFFING PLAN

1. **Primary Staff to perform work under this Agreement**

Name	Classification/Title	Years of Experience

2. **Alternate staff** (for use only if primary staff are not available)

Name	Classification/Title	Years of Experience

The Proposer may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service required. Assignment of additional key personnel shall be subject to City Clerk approval. City reserves the right to have any of Contractor personnel removed from providing services to the City under this Agreement. City is not required to provide any reason for the request for removal of any Contractor personnel.

GENERAL QUESTIONNAIRE/REQUIREMENTS FOR TOWING SERVICES

Please give detailed and specific answers for questions that require an explanation. Use additional sheets of paper if additional space is needed and include the corresponding question number next to your answer.

Yes No Tow Service Requirements

[ ] [ ] 1. Towing Services are available on twenty-four (24) hour/seven (7) days a week basis?

[ ] [ ] 2. Do you have a valid and current DMV Certified California Motor Carrier Permit? **If yes, give ID #_____

[ ] [ ] 3. Is the business office located within a five (5) mile radius from the South Pasadena Police Department? Please provide your business address and distance in miles from South Pasadena Police Station.

[ ] [ ] 4. Towing company is able to respond to normal towing requests within fifteen (15) minutes and within forty-five (45) minutes when a heavy duty (Class C) or super heavy duty (Class D) tow is required. **If not, please explain. _____

[ ] [ ] 5. Do you participate in the DMV Employer Pull Notice (EPN) Program? **If yes please provide an explanation. _____

Yes No Tow Yard Requirements

[ ] [ ] 6. Does your storage area meet the requirements in the Tow Police Guidelines and Requirements (pages 5-7)? **If no, please explain. _____

[ ] [ ] 7. Is storage facility accessible twenty-four (24) hours a day, seven (7) days a week? **If not, explain. _____

[ ] [ ] 8. Do you have a secondary storage facility?
**If yes, give facility address(es) and distance in miles from business office and from South Pasadena Police Facility. _____
**Where will you store vehicles towed or impounded from South Pasadena under this contract? Please provide the address. _____

[ ] [ ] 9. Does your evidence hold area meet the requirements in the Tow Police Guidelines and Requirements (pages 6-7)?
**If no, please explain. _____

[ ] [ ] 10. Do you own one or have access to an agreement with another company for one (1) Class C and one (1) Class D tow truck?

Yes	No	Business Office
[ ]	[ ]	11. Do you have a full-time manager that has a minimum of two (2) years verifiable for hire towing experience in the County of Los Angeles? Please provide proof.
[ ]	[ ]	12. Are signs that identify business to the public as a tow service visible and legible from the street during daylight and evening hours?
[ ]	[ ]	13. Are business hours and fees pertaining to tow service, storage charges, and miscellaneous related charges posted for public view in an unobstructed area inside the office?
[ ]	[ ]	14. Does business provide a number to call for service when the office is closed? If yes, please provide an explanation of procedure.
[ ]	[ ]	15. Does your business have a reliable communication system in place that enables requests for service twenty-four (24) hours a day/seven (7) days a week? ** If yes, please explain what this system is. _____
[ ]	[ ]	16. Is the telephone number answered by a live voice that can respond to customers and attend to their requests after normal business hours including weekends and holidays? Provide details. _____
[ ]	[ ]	17. Does business have a procedure to train its employees on company policy, customer service, handling transactions related to towing, storage, and release of property and/or vehicles, customer service? **If yes, please provide an explanation of the procedure. _____

Yes	No	Tow Truck Drivers
[ ]	[ ]	18. If you are the owner, do you have a minimum of two (2) years verifiable for- hire towing experience in the County of Los Angeles? **Provide additional information for consideration. _____
[ ]	[ ]	19. Do you have a full-time driver that has a minimum of two (2) years verifiable for hire towing experience in the County of Los Angeles? **If yes, how many drivers do you have that have the minimum two (2) years verifiable for-hire towing experience in the County of Los Angeles? _____
[ ]	[ ]	20. Do you have at least one (1) driver who has five (5) verifiable years for hire salvage and recovery experience? **If yes, how many drivers with five (5) Verifiable years for hire salvage and recovery experience do you have? _____

[ ] [ ] 21. Are Tow Truck Drivers at least twenty-one years with the proper licenses and medical certificates?

22. Provide a picture of employee in uniform.

Yes No **Tow Truck Drivers Training**

[ ] [ ] 23. Does business have a procedure to train its truck drivers in the proficient use of the tow truck and related equipment and in performing towing and recovery operations in a safe and expedient manner?
**If yes, explain procedure. _____

Yes No **Tow Truck Classifications and Equipment**

[ ] [ ] 24. Class A: Light Duty – Does business have a minimum of two (2) operational tow trucks with a manufacturer's gross vehicle weight rating (GVWR) of 10,000 to 19,500 with wheel lift capability or car carrier?
If yes, how many? Provide specific details. _____

[ ] [ ] 25. Class A: 4WD – Does business have 4-wheel drive tow trucks with a manufacturer's GVWR of *less than* 14,000 lbs? If yes, how many? ___

[ ] [ ] 26. Class B: Medium Duty – Does business have a minimum of one (1) operational tow truck with a manufacturer's GVWR of at least 26,001 lbs.?
Provide information on trucks (e.g. is it equipped with air brakes, a tractor protection valve or device, and capable of providing and maintaining continuous air to the towed vehicle?)

[ ] [ ] 27. Does business have any Class B tow truck(s) not equipped with portable tow dollies? If yes, how many? (Trucks not equipped with portable tow dollies are allowed to operate on a Class A rotation tow list if available 24 hours a day/7 days a week.)

[ ] [ ] 28. Class C: Heavy Duty – Does business have access to a minimum of one (1) operational tow truck with a manufacturer's GVWR of at least 48,000 lbs. that can respond within 45 minutes? Own vehicle _____Has access to_____
Provide information on truck (e.g. is it equipped with air brakes, a tractor protection valve or device, and capable of providing and maintaining continuous air to the towed vehicle?)

[ ] [ ] 29. Class D: Super Heavy Duty – Does business have access to a minimum of one (1) operational tow truck with a GVWR of at least 52,000 lbs. that can respond within 45 minutes? Own vehicle_____Has access to_____
Provide information on truck(s) (e.g. is it equipped with air brakes, a tractor protection valve or device, and capable of providing and maintaining continuous air to the towed vehicle?) _____

[ ] [ ] 30. Does business maintain and equip tow trucks with auxiliary equipment to be used when appropriate in order to properly and safely tow vehicles? Please provide details. _____

[ ] [ ] 31. Is a comprehensive and current pricing sheet for services maintained in all tow trucks?

Yes No **Financial Interest**

[ ] [ ] 32. Do you own more than 50% of another tow business or are you the parent or subsidiary of another towing company? **If yes, list other business(es), include city, state, and ownership capacity, e.g., owner, subsidiary, etc._____
_____

[ ] [ ] 33. Are you directly involved with any other towing business? **If yes, list other business(es) and your involvement, e.g., owner, subsidiary, etc.
_____
_____

[ ] [ ] 34. Are you directly or indirectly associated with a company providing private security services? **If yes, please identify and provide details.
_____
_____

[ ] [ ] 35. Are you associated with any other towing service company that may participate in this RFP? **If yes, please provide details.
_____
_____

Yes No **Records**

[ ] [ ] 36. Are all originals records of business transactions retained on-site? **Ifno, explain where records are kept and give location name and address.
_____
_____

[ ] [ ] 37. At a minimum, do business invoices include vehicle description,service begin and end time, type of service, location of service, itemized cost breakdown of service, driver's name, and type of tow truck used?

**Please attach a blank original invoice.

ATTACHMENT A

SCOPE OF WORK
FOR
TOWING SERVICES

The City will award multiple contracts for towing services. The current number of vehicles impounded and/or stored each year is approximately three hundred sixty-five (365). The towing service will be required to impound, store, remove vehicles from a traffic collision, clean-up as required, attend to disabled vehicles, have an evidence hold area for the vehicles and generally provide towing and storage service on a twenty-four (24) hour, seven (7) days a week, three hundred sixty-five (365) days a year.

It shall be the responsibility of the Proposer to respond immediately and promptly provide towing services for vehicles to be taken into custody when such service is called for by the Police Department. The towing services to be performed by the Proposer shall include, but are not limited to, towing services for vehicles involved in accidents or disabled by other causes, impeding the flow of traffic, impound for evidence, abandoned in public places or on private property, and for any other reason within the jurisdiction of the City of South Pasadena Police Department.

The detailed scope of work is defined in **Exhibit 1**, South Pasadena Police Department Tow Policy Guidelines and Requirements. It is suggested that all Proposer(s) become familiar with this to determine if they can meet the City of South Pasadena requirements before submitting a proposal.

ATTACHMENT B
COST PROPOSAL
FOR
TOWING SERVICES

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section Scope of Work, Attachment A. Proposer should use a separate form to state pricing for any added value.

DESCRIPTION	RATE
Towing	
Basic Tow	$
Flatbed or Medium Duty Tow	$
Heavy Duty Tow	$
Motorcycle Tow	$
Storage	
Outside Storage Car	$
Inside Storage Car	$
Outside Storage Truck	$
Inside Storage Truck	$
Motorcycle Storage	$
Labor	
Tow Dolly	$
R&R Linkage/Driveshaft	$
Rollover/Winching	$
Hourly Labor	$
After Hour Release (Before 8:00 a.m. and after 5:00 p.m.)	$
Service Call - minimum	$
On-Scene Release	$

Total Estimated Annual Price	$

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

EXHIBIT 1

CITY OF SOUTH PASADENA POLICE DEPARTMENT

TOW POLICY GUIDELINES AND REQUIREMENTS

April 2024

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CITY OF SOUTH PASADENA
POLICE TOW POLICY GUIDELINES AND REQUIREMENTS

PURPOSE

The purpose of the South Pasadena Police Department Tow Policy Guidelines and Requirements ("Policy") is to establish guidelines and requirements to efficiently manage and provide police-initiated towing service that will be of mutual benefit to the public, the South Pasadena Police Department ("SPPD"), and the towing companies providing that service.

GOALS

1. To provide the highest level of service to the motoring public at a fair and low cost to the person(s) who require(s) the services of a towing company.

2. To provide a workable and comprehensive policy regarding towing and/or storage of abandoned, disabled, stored or impounded vehicles from public or private property.

3. To provide grounds for addressing relevant matters pertaining to the administration of a rotational tow list and any other pertinent matters including procedures governing disciplinary action, up to removal from the rotational tow list for the tow service operators violating the contract.

TOWING SERVICES - DEFINITIONS

1. A call for towing service, which is initiated by a City employee, for the purpose of storing or impounding a vehicle.

2. A call for towing service, which is initiated by a City employee, for the purpose of removing a vehicle which has been involved in a collision and the owner or driver has not specified a tow service or garage.

3. A call for towing service, which is initiated by a City employee, at the request of the driver of a disabled vehicle and the towing service or garage is unspecified.

4. A call for clean-up service, which is initiated by a City employee, for the purpose of removing fluids or solid materials from the highway, including sidewalks and parkways.

5. The Police Tow Policy Guidelines and Requirements shall apply to all tow service operators that are on contract with the City of South Pasadena.

RESPONSE TO CALLS

Upon request by the SPPD, the tow service operator shall respond promptly and provide towing services for vehicles to be taken into custody by the Police Department. Such towing services shall include, but not be limited to, towing vehicles which are involved in accidents, disabled by other causes, impeding the flow of traffic, impounded for evidence, abandoned in public places or on private property or for any other reason within the jurisdiction of the Police Department.

The tow service operator shall maintain sufficient numbers of trucks and equipment to be able to respond to a SPPD tow request to any location within the City within fifteen (15) minutes. Heavy Duty (Class C) and Super Heavy Duty (Class D) tow trucks shall respond within forty-five (45) minutes of SPPD tow requests within the City limits.

When dispatched by SPPD, the tow service operator shall not remove any vehicle involved in a collision until authorized by SPPD.

The tow service operator agrees that its operators, employees and agents will only report to the scene of an accident or a disabled vehicle when summoned by the law enforcement officer or the person in control of the disabled vehicle.

In addition to removal of vehicles, the tow service operator shall remove, transport, and dispose of all debris and fluids, including oil and gasoline, resulting from accidents in compliance with all applicable federal, state and local regulations concerning hazardous materials. In the event a call to remove a disabled vehicle is received by the tow service operator, necessitating response prior to completion of site clean-up, the tow service operator shall clear the current site sufficiently to restore normal traffic movement before proceeding to the subsequent request. Any vehicles remaining shall be towed to the storage facility at the earliest opportunity.

In the event the tow service operator receives an additional call to remove a disabled vehicle that is interrupting traffic flow while an earlier call is being processed, the tow service operator shall clear the site specified in the prior call sufficiently to restore normal traffic movement and immediately proceed to the site specified in the additional call. Any disabled vehicle deposited or parked by the tow service operator at the site specified in any call shall be towed to storage at the earliest opportunity after the tow service operator has complied with the above provisions for restoring traffic movement at all specified sites.

On any private property tows, the tow service operator shall observe and notify SPPD of any damage to any property.

ABANDONED VEHICLES

Abandoned vehicles and private property tows shall comply will all provisions of California Vehicle Code sections 22650 et seq. Failure to comply may result in disciplinary action up to or including termination of the contract.

SOUTH PASADENA MUNICIPAL CODE ARTICLE VIII

Each tow service operator shall comply with all applicable sections of Article VIII - Police Tow Service Franchises.

TOWING SERVICE REQUIREMENTS

Each tow service operator shall render twenty-four (24)-hour, seven (7)-days-a-week towing service, and the service area shall include the entire city limits of South Pasadena. Towing companies shall respond to the scene within fifteen (15) minutes from the time when called by the SPPD Dispatch Center. The response time for a Heavy Duty (Class C) & Super Heavy Duty (Class D) vehicle tow may be up to forty-five (45) minutes.

The tow service operator agrees that its service, including the releasing of vehicles, will be available on a twenty-four (24)- hour, seven (7) days-a-week basis and that it will provide the SPPD with a complete description of its towing operation for the City of South Pasadena at the time it signs its agreement with the City. For any vehicle release during business hours, the tow service operator shall ensure that a person waits no longer than twenty (20) minutes to take possession of his/her vehicle after payment of fees. After business hours, the tow service provider shall ensure a person waiting to take possession of his/her vehicle waits no longer than thirty (30) minutes for a response from the tow service operator.

Each tow service operator shall have dispatching capability to their trucks/drivers 24 hours per day.

The tow service operator on call shall always maintain a minimum of one driver on duty. In addition, at least one driver will always be on stand-by.

The tow service operator, or its employees, operators or agents shall not have any financial interest in any repair shop(s) to which private parties are referred by that tow service operator, employee, operator or agent. The tow service operator is prohibited from requiring a tow to any particular repair shop(s) and is prohibited from requesting or receiving a fee from any repair shop(s) for towing a vehicle to that facility or for a referral to that facility.

The tow service operator or its employees, operators or agents shall not engage in practices commonly referred to in the tow services business as “soliciting”, “cruising”, or “poaching.”

CONTRACT TOW SERVICE OPERATORS

All tow service operators shall conduct their business in an orderly, ethical, business-like manner and use every means to obtain and keep the confidence of the motoring public.

All tow service operators shall be responsible for the acts of their employees while on duty and for damage to vehicles while in their possession.

All tow service operators shall be responsible for the protection of police-impounded vehicles, regardless of the location of storage, until the vehicles have either been released to their owners or disposed of through a legal process.

Each tow service operator shall keep current on, and ensure compliance with, all laws and regulations associated with being a tow operator.

No contracted tow service operator shall be directly involved in the towing related business of any other towing service contracting with South Pasadena or with a company providing private security services which have the power or duty to patrol or enforce parking regulations on private or public property.

All tow service operators shall comply with sections 9880.1 through 9884.17 of the California Business and Professions Code with regard to unauthorized charges or repair work on the vehicle in its charge and posting of notices.

The tow service operator shall maintain a current/valid motor carrier permit and provide the SPPD with a current copy. Failure to maintain a valid permit will result in automatic suspension of all activity until a valid motor carrier permit is obtained.

The tow service operator shall maintain current registration on all vehicles. Each tow service operator must provide SPPD with a copy of valid registration for each vehicle in his/her/its fleet. Failure to maintain current registration on any vehicle will result in removing the vehicle from towing services for the City of South Pasadena until valid registration is obtained.

The tow service operator must maintain the standard current/valid insurance as required by the City of South Pasadena, as defined in the Request for Proposal document. Auto insurance must be maintained for each vehicle. The insurance certificates must be provided to the SPPD. The insurance certificates must be approved by the Risk Management Division. Failure to maintain current/valid insurance may result in suspension of all towing activity until current/valid insurance is obtained.

The tow service operator is responsible for complying with all applicable federal, state, and local laws and regulations pertaining to a drug and alcohol-free workplace. The tow service operator is required to have a drug and alcohol policy in writing, which must be distributed and made easily accessible to all of their employees. The tow service operator is required to provide a copy of their drug and alcohol-free workplace policy to SPPD, and any changes to that policy shall be submitted in writing to SPPD. Failure to comply with the requirements of this policy and the requirements set forth in the contract will be handled on a case by case basis and may result in suspension and/or termination from providing tow services for the City of South Pasadena.

The tow service operator shall notify the SPPD of any vehicles being towed or stored within the City pursuant to private party requests, prior to leaving the City limits or within thirty (30) minutes of vehicle storage, whichever occurs first.

The tow service operator shall notify outside jurisdictions of any vehicles being towed or stored from that jurisdiction, *prior* to bringing the vehicle *into* the City of South Pasadena.

Notwithstanding any provision or language that might indicate to the contrary, in responding to a call from the SPPD, the tow service operator shall have no claim against the City of South Pasadena for the cost of its service rendered but shall look solely to the owner of the vehicle transported. The City of South Pasadena makes no representation that such a person will be financially responsible.

All personal property located within towed or stored vehicles shall be surrendered to the vehicle owner upon request and upon presentation of proper identification unless the vehicle is to be held for evidence.

Any change in operating locations of a towing service provider shall be reported, in writing, to the SPPD at least thirty (30) days prior to such change.

Each contract tow service provider shall comply with section 27907 of the California Vehicle Code regarding signs on tow trucks. Contract tow service providers shall only dispatch to the scene of the need tow trucks bearing the name of the towing service.

All vehicles stored or impounded as a result of a tow ordered by the City of South Pasadena shall be towed directly to a towing service storage lot unless the SPPD or other person legally in charge of the vehicle requests that it be taken to some other location.

TOW YARD REQUIREMENTS

General Requirements

All stored vehicles shall be stored and released from the tow service provider's office, which shall be located within five (5) miles from SPPD Headquarters.

Towing service storage lots shall be adequately fenced with gates locked and secured and reasonably well-lighted to maintain a maximum of security for stored and impounded vehicles. All storage lots must be inspected and approved by SPPD.

Open area storage yard(s) shall comply with all requirements of the zoning and building codes of the jurisdiction of the facility. Perimeter gates and fencing shall be maintained to ensure security and discourage unauthorized access.

There shall be adequate lighting to illuminate the entire storage/impound lot as well as all structures thereon. Evidence of compliance may be provided through photo metrics on a site plan. This compliance shall be presented to the SPPD and South Pasadena Planning Division, if requested. Lighting shall be directed so as not to interfere with neighboring uses. Sign(s) identifying the tow service business to the public shall be visible and legible from the street during daylight and evening hours. A ring down line shall be provided at the tow yard/business office for direct ring to the tow yard operator after hours.

Adequate open storage space shall be provided to accommodate stored, impounded, and disabled vehicles resulting from SPPD calls for towing services. The minimum capacity of such a lot shall be not less than 50 vehicles and said capacity shall be expressly for the purpose of storing South Pasadena police tows. Tow service operators may have more than one lot in order to accommodate the fifty (50) vehicles. All storage lots shall be located within five (5) road miles of 1422 Mission Street, South Pasadena Ca. 91030 (South Pasadena Police Department).

The SPPD reserves the right to require any other security devices it deems reasonably necessary.

Any damage to wall structures shall be repaired within twenty-four (24) hours to ensure proper protection for the stored/impounded vehicles.

Prior to the utilization of a new storage facility, the tow service operator shall obtain the approval of the Chief of Police or his/her designee and furnish the new address thirty (30) days in advance for inspection.

STORAGE SECURITY RESPONSIBILITY

The tow service operator shall store all vehicles, together with all accessories and equipment on said vehicles and all personal property in each vehicle, in storage facilities approved by the City of South Pasadena for official police tow storage. Facilities utilized by the tow service operator for SPPD tow storage must be located within five (5) road miles of 1422 Mission Street, South Pasadena Ca. 91030 (South Pasadena Police Department).

The tow service operator shall be held accountable for all personal property and vehicle accessories, together with the vehicle stored within its storage facility. The City of South Pasadena, its officers, agents, and employees shall be relieved of all responsibility.

The tow service operator shall not remove personal property from a stored vehicle. If the registered owner removes personal property from a stored vehicle, the tow service operator shall maintain documentation of such and will require a signed receipt from the registered owner for property released. The tow service operator shall immediately notify the SPPD if any contraband, weapons, or hazardous materials are found in the vehicle(s).

No vehicle impounded at the direction of the SPPD shall be released, sold, or dismantled without written approval (signed release) from the SPPD.

Upon taking possession of the towed vehicle, the tow service operator assumes full responsibility for the vehicle and its contents.

EVIDENCE HOLD OR SPECIAL HANDLING REQUIREMENTS

The secured "evidence hold" area must be within the confines of the tow service provider's primary storage facility, which shall be located within five (5) road miles of 1422 Mission Street, South Pasadena Ca. 91030 (South Pasadena Police Department).

The tow service provider shall be able to provide an enclosed evidence hold area. The hold area must contain four (4) walls, a solid roof, and a door with a locking device for protection from the elements of weather and other forms of contamination.

The evidence hold area should be closed to all employees of the tow company other than management. This area should have the capability to be locked and sealed by police personnel, if necessary, and be accessible twenty-four (24)- hours, seven (7)-days per week by members of the SPPD.

This space must be adequate to contain at least one (1) full-sized passenger vehicle. Please note that SPPD requires two (2) such evidence hold spaces.

This space must be at least two hundred (200) square feet or more and within the tow company's main storage area.

Vehicles impounded by the SPPD for special investigation shall be stored in evidence hold until cleared by the investigating officers, at which time the owners shall be permitted a forty- eight (48)-hour grace period at no charge in which to remove the vehicles from storage. Under no circumstances shall the contents of vehicles with a "Police Hold" be removed.

The area shall provide ample room for vehicle inspection, free of restriction from other vehicles, equipment, structures, or other objects.

Structures shall have a hard floor of either concrete or asphalt.

Only items being held as police evidence shall be kept in the evidence hold storage area. The evidence hold storage area and floor shall be kept in a clean condition.

There must be adequate lighting and electrical power immediately available to the area.
The area shall be free of pedestrian and vehicle traffic during the inspection.
Vehicles with "evidence holds" shall not be touched, moved, or tampered with in any manner without SPPD's written consent.

Protection shall also be provided to preclude evidence contamination by employees and other individuals during normal business hours.

A log shall be maintained to document date, time, name and purpose of all person(s) entering the storage area for vehicles with "evidence holds."

The tow service operator shall not charge the City for storage of vehicles that involve evidence holds.

BUSINESS OFFICE

The tow service provider must have one business office location within five (5) road miles of 1422 Mission Street, South Pasadena Ca, 91030 (South Pasadena Police Department), at which vehicles are released. The tow service provider must be able to demonstrate experience and expertise in providing towing services to public agencies and have been in the towing business within the County of Los Angeles for a minimum of two (2) years prior to the start of contract. If telephones are the means of communication for receipt of calls from the SPPD, tow service provider shall provide a list of telephone numbers to be called in order of priority, and immediately upon any change in such telephone numbers, or in the priority thereof, shall notify the SPPD in writing with effective the date of the change.

The office shall be staffed with employees that can release vehicles, files, maintain documents, and answer questions from the public, both in person and on the phone, and/or electronically by e-mail.

The business office shall include either the tow service operator or a person who has the authority to conduct business and make decisions on behalf of the tow service operator for administrative purposes and release of vehicles.

The office shall be staffed and open for business Monday through Friday, 0800 hours to 1700 hours. Hours and charges shall be posted for public view in an unobstructed area inside the office.

During business hours, the tow service office staff shall release any vehicle, upon payment of fees, within twenty (20) minutes. After business hours, tow service staff shall ensure that a person waiting to take possession of his/her vehicle shall wait no longer than 30 minutes for a response from tow service operator. A ring down line shall be provided at the business office for direct ring to the tow yard operator after hours.

The tow service office may be closed on City of South Pasadena recognized holidays; however, those days will be posted in the tow office and visible to the public at least five (5) business days in advance, provided, however, that the operator must still comply with the requirement that no person waiting to take possession of his/her vehicle shall wait longer than 30 minutes for response from the tow service operator.

The towing service office shall possess a valid City of South Pasadena Business License.

Business Office Staff

Employees of tow service operators shall always provide good customer service.

Employees shall refrain from any acts of misconduct including, but not limited to, any of the following:

1) Rude or discourteous behavior.
2) Lack of service, selective service, or refusal to provide service which the operator is or should be capable of performing.
3) Any act of sexual harassment or sexual impropriety, gender, racial, or religious discrimination.
4) All tow service operators shall comply with the following non-discrimination policy:

Non-discrimination. In performing tow services pursuant to the Police Tow Policy Guidelines and Requirements, the tow service operator shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code section 1735.

Charges for Towing and Related Services

Initial Towing Fee and Daily Storage Charges shall be in compliance with California Vehicle Code Section 22658 and in accordance with the rates established by the California Highway Patrol Altadena Station.

Tow and storage rates shall be posted conspicuously in public view, in accordance with California Civil Code section 3070 (17 inches x 22 inches, with letters at least 1 inch in height).

The tow service operator agrees to provide the following services to the City at or below the rates established

periodically by the City Council.

- Basic Tow/Flat Bed Tow
- Heavy Duty Tow (over ¾ ton)
- Super Heavy Duty (over 1 ton)
- Inside Storage
- Outside Storage
- Storage of Trucks, Trailers, Buses
- Storage of Motorcycles
- Labor
- After Hours Release
- Street Clean Up After Accident (No Tow) – Hourly Rate
- Lock outs/Extrication

With the exception of the basic tow rate, the preceding services are based on a twenty-four (24)-hour period. No charge or other fee shall be collected for a dry-run (i.e., when none of the above chargeable services is rendered by the tow service operator). It will be the tow service operator's responsibility to collect its fees for services rendered pursuant to this Policy and its contract with the City, and the City of South Pasadena shall not be responsible in any way for such charges.

In the event the SPPD errs in impounding a vehicle, or for any other reason in the SPPD's sole discretion SPPD concludes a vehicle should be released without any charges, the tow service operator shall immediately release such vehicle without charge upon request by the SPPD.

The tow service provider must honor "no charge" or "reduced charge" towing fee waivers authorized by a South Pasadena Police Watch Commander, Traffic Sergeant or higher, or Detective Sergeant or higher.

If clean up at collision locations is requested and no vehicle tow is being requested, the towing service provider may charge the City for clean up at the agreed upon rate based upon hours verified by the SPPD on site.

City Recovery of Administrative Fees

The tow service provider shall pay the City of South Pasadena an annual fee for administrative costs as per the corresponding Fiscal Year's Master Fee Schedule (MFS FY24 $1,102).

Payment

Payment of cash or credit card with proper identification shall be accepted by the tow service operator on calls for any services provided. The tow service operator, when responding to other SPPD-ordered tows, shall accept payment in the manner consistent with California Vehicle Code section 22651.1, as set forth below:

22651.1. Payment of towing and storage costs by credit card or cash. Persons operating or in charge of any storage facility where vehicles are stored pursuant to Section 22651 shall accept a valid bank credit card or cash for payment of towing and storage by the registered owner, legal owner, or the owner's agent claiming the vehicle. A credit card shall be in the name of the person presenting the card. "Credit card" means "credit card" as defined in subdivision (a) of Section 1747.02 of the Civil Code, except, for the purposes of this section, credit card does not include a credit card issued by a retail seller. A person operating or in charge of any storage facility who refuses to accept a valid bank credit card shall be liable to the owner of the vehicle or the person who tendered the fees for four times the amount of the towing and storage charges, but not to exceed five

hundred dollars ($500). In addition, persons operating or in charge of the storage facility shall have sufficient funds on the premises to accommodate and make change in a reasonable monetary transaction.

Credit charges for towing and storage services shall comply with Section 1748.1 of the Civil Code. Law enforcement agencies may include the costs of providing for payment by credit when agreeing with a towing or storage provider on rates.

TOW TRUCK DRIVERS

1. Drivers shall perform all towing and recovery services in the safest and most expedient manner possible.

2. The tow service operator shall ensure that drivers assigned to respond to City of South Pasadena service calls are qualified employees, trained and proficient in the use of the tow truck and all related tow equipment, and able to apply the procedures necessary to safely tow and recover vehicles serviced under the operator's contract with the City.

3. All Drivers assigned to respond to City of South Pasadena service calls will be:
   - Awake and alert
   - Punctual
   - Able to speak and write English fluently and clearly
   - Subject to a criminal history background records check to the reasonable satisfaction of the Chief of Police or his designee
   - Possess a valid California Driver's License (CDL)
   - Not under the influence of alcohol, marijuana or any controlled substance
   - No DUI convictions
   - Neat, clean and well-groomed in appearance

   Tattoos – In order to ensure a professional appearance for all tow service providers in South Pasadena, facial tattoos of any variety are not permitted. No facial piercings shall be worn while on duty. If there are any questions, clarification/authorization may be obtained by contacting the Police Chief's designee.

4. Drivers shall possess the proper class license(s) and certificate(s) required for the class of tow vehicle driven and for the type of tow service performed. Class A licenses must be endorsed by the Department of Motor Vehicles (DMV) to allow for operation of special vehicle configurations and/or special cargo.

5. All drivers will be required to submit to a City of South Pasadena criminal history records check, including Live Scan fingerprinting, which will be conducted at SPPD. Felony and misdemeanor convictions may be disqualifying. The City of South Pasadena may elect to issue identification (ID) cards to those employees that successfully pass the background check.

6. The tow service operator shall maintain and provide the SPPD with a current list of drivers upon contract award, or upon request. Specific details required are noted in the Records and Reporting section of this document.

7. The tow service operator shall notify the SPPD in writing, which may be provided via e-mail correspondence, of any change in drivers or driver status and provide the SPPD with an updated list of

drivers within seven (7) calendar days following date of change during the term of the contract.

Driving Infractions of Employees

The tow service operator and employees shall, at all times, comply with federal, state, and local laws and ordinances.

1) In the event of a traffic infraction by a rotational tow truck driver, the tow service operator will be advised of the violation by the SPPD. The tow service operator will be granted the opportunity to take necessary steps to ensure that the driver complies with the law. Any subsequent traffic violations may be cause for disciplinary action against the operator and/or the involved employees.

2) Any misdemeanor traffic violations may be cause for immediate disciplinary action against the operator and/or the involved employees.

3) Any conviction of the operator or an employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug- related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug, or moral turpitude may be cause for suspension or removal of the employee or operator, denial of the operator's application, or termination of the contract.

4) An operator or employee arrested/charged for a violation involving any of the crimes listed in number 3, above, may be suspended from rotational tow until the case is adjudicated.

5) SPPD may take appropriate enforcement or administrative action for any violations of law. Complaints for violations of the law not normally investigated by SPPD will be referred to the agency with investigative jurisdiction.

6) Nothing herein shall be deemed to prohibit SPPD from immediately suspending, terminating, or denying an application of any operator or employee whose conduct, in the opinion of the Chief of Police or his/her designee, is deemed to be a danger to the motoring public or who has engaged in conduct constituting a flagrant violation of the agreement.

Operators shall not employ tow truck drivers with poor driving records or with traffic-related felonies. To do so knowingly or negligently would be grounds for suspension or termination.

Examples:

1. A driving record reflecting four (4) or more points in twelve (12) months constitutes a poor driving record. Five (5) or more points in twenty-four (24) months constitutes a poor driving record.

2. A driving record reflecting a conviction for driving while under the influence of intoxicating liquor or narcotic/drugs or both, within the preceding seven (7) years constitutes a poor driving record.

3. A driver with a commercial license reflecting three (3) or more points in twelve (12) months constitutes a poor driving record. Four (4) or more points in twenty-four (24) months constitutes a poor driving record.

4. For a driver with a commercial license reflecting a conviction for driving while under the influence of

intoxicating liquor or narcotic/drugs or both, within the preceding seven (7) years constitutes a poor driving record.

Driver Training

The tow service operator is solely responsible for the training of its employees. The operator shall ensure tow truck drivers responding to calls initiated by SPPD have completed the training, as required by section 2436.5 of the California Vehicle Code, within the past five (5) years. The tow service operator shall provide proof of said training for every driver on staff.

The training shall include, but not be limited to, all of the following:

1. Tow truck driver and motorist safety.
2. Vehicle operation.
3. Traffic control and scene management.
4. Communication procedures.
5. Demeanor and courtesy.

Driver Licensing

The towing company shall ensure that only qualified and competent tow truck drivers respond to calls initiated by the SPPD. Tow drivers shall be at least eighteen (18) years old (in compliance with California Vehicle Code section 12515) and possess the following minimum class driver's license:

1. Class A tow trucks - a valid Class C (3) license or a valid Class A (1) license with a valid medical certificate.

2. Class B tow trucks - a valid Class A (1) license with a valid medical certificate.

3. Class C tow trucks - a valid Class A (1) license with a valid medical certificate.

4. Class D tow trucks - a valid Class A (1) license with a valid medical certificate.

The Class A (1) licenses must be endorsed to allow operation of special vehicle configurations and/or special cargoes. Tow truck drivers shall have the proper class of license and endorsement(s) for vehicle and cargo being transported as shown below:

VEHICLE TYPE OR CARGO	CLASS LICENSE	ENDORSE/CODE
Pulling more than one trailer	A	T
Transporting passenger for hire	A or B	P
Tank vehicle	A or B	N
Hazardous materials	A, B or C	H
Tank vehicle with hazardous materials	A, B or C	X

Whenever tank vehicles, double trailers, and hazardous materials carriers are towed or driven, the driver needs to possess the appropriate class of license and endorsement.

Empty buses can be towed without the passenger transport endorsement, but the tow truck driver must have the passenger transport endorsement if the bus is driven by him/her, even without passengers.

Tow truck drivers may obtain a Class A driver's license which is restricted to towing other vehicles.

The actual driving of damaged vehicles or vehicles being serviced requires that the Class A license not be restricted to towing vehicles.

All tow truck drivers must be proficient in unlocking locked vehicles with minimal damage, when so requested by SPPD.

Employee Uniforms

Each tow service operator shall be required to furnish their employees with a distinctive company uniform. Each uniform shall have the company name as well as the employee's name in a conspicuous place. The tow company name and driver's first name shall be easily visible at all times; protective or inclement weather outer garments must also meet this standard. Each employee shall have sufficient uniforms so as to maintain a neat, clean appearance at all times. Minimum requirements for uniforms include a shirt, pants, and appropriate safety shoes. All drivers shall be in uniform before any towing or service operation begins. No wording, designs, photos, gestures, or anything that could be considered offensive or obscene to the general public shall be displayed by the tow drivers or on any part of the uniform. These dress standards are required in order to project a professional and positive image to the motoring public, of the tow company representing the City of South Pasadena and the SPPD.

Drivers shall wear appropriate warning garments (e.g., vests, jackets, shirts, retroreflective clothing) as required by section 1598 of the California Code of Regulations. Drivers shall further comply with all applicable requirements for warning garments set forth by the Occupational Safety and Health Administration (OSHA).

TOW TRUCK CLASSIFICATIONS AND EQUIPMENT

All tow trucks and their equipment shall be in good working condition. Once a tow truck has arrived at a scene, the driver shall, without undue delay, move vehicles to a location where they do not impede or obstruct traffic, and remove any debris and fluids (except clear water) from the ground originating from the vehicles. Undue delay includes, but is not limited to, delays caused by lack of knowledge or training of the tow truck driver to effectively operate the tow truck or its equipment, faulty equipment, and the lack of necessary equipment or supplies to remove a vehicle and/or clean the scene.

The tow service operator agrees to maintain all of its tow vehicles in compliance with all applicable provisions of the California Vehicle Code, including, but not limited to, sections 24605, 25253, 25300, 27700, and all Vehicle Code sections regarding smog equipment requirements, consistent with industry standards and practices. Said equipment requirements shall be maintained throughout the term of the agreement. The tow service operator also agrees that all tow vehicles and trucks shall always be kept clean, neat, and in sound mechanical condition. On all accident calls, the tow service operator will clean up and remove all debris from the accident scene as required by SPPD.

The tow service operator must comply with all federal, state, and local air pollution control laws and regulations applicable to tow services.

The equipment and performance of each towing service provider shall be subject to periodic review and/or inspection by the Chief of Police or his/her designee.

Each tow truck shall be equipped with:

- Two-way radio or "hands free" telephone, or other acceptable communications equipment. Citizen's Band Class D is not acceptable.
- Two (2) covered buckets, each having a minimum capacity of three (3) gallons. One bucket shall contain at least three (3) gallons of absorbent material (such as sand or similar material in keeping with Environmental Protection Agency (EPA) guidelines) capable of soaking fluids. The second bucket shall be used for placement of debris and other materials cleaned from an incident site.
- One (1) broom.
- One (1) shovel.

All State and Federal EPA Guidelines shall be followed.

Control/Safety Labels - All controls shall be clearly marked to indicate proper operation, as well as any special warnings or cautions.

All tow trucks under SPPD contract shall clearly display, in contrasting colors, the name of the tow company, address, telephone number and truck number.

Tow trucks shall not display the words "Official Police Tow" or words to that effect, without prior written approval from SPPD.

Classes of Tow Trucks

Tow Truck and Car Carrier Classifications: Tow truck and car carrier classifications are based on the truck chassis gross vehicle weight rating (GVWR) and the classification system used by the American Trucking Association (ATA) and truck manufacturers. Tow truck and car carrier classifications shall meet all applicable state and/or federal standards.

There will be four (4) classes of tow trucks covered under this Policy.

Class A - Light Duty:

The tow service operator shall maintain a minimum of five (5) trucks with a manufacturer's GVWR of 10,000 to 19,500 pounds with wheel lift capability and may have a car carrier. Class A equipment must include a 4-ton recovery equipment rating and 100 feet of 3/8 inch 6x19 cable or original equipment manufacturer (OEM) specifications.

A towing company that has a car carrier may be exempted from the wheel lift capability requirements; however, the car carrier must be an additional unit. A Class A one vehicle car carrier must be equipped with 10,000 to 16,000 GVWR chassis. Class A one vehicle must be equipped with a 16,001 to 19,500 GVWR chassis. Both must be equipped with a 3/8-inch 6x19 cable or OEM specifications.

Class B - Medium Duty:

The tow service operator shall maintain at least one (1) tow truck with a manufacturer's GVWR of 19,501 to 33,000 pounds. The truck shall be capable of providing air to the towed vehicle. Class B equipment must include a 19,501 to 33,000 GVWR chassis and 150 feet of 7/16 inch 6x19 cable or OEM specifications.

The tow company may also have a car carrier; however, the car carrier must be an additional unit. A Class B car carrier must be equipped with a 19,501 + GVWR chassis and 50 feet of 3/8 inch 6x19 cable or OEM specifications.

Class C - Heavy Duty:

The tow service operator shall maintain access to at least one (1) three (3) axle tow truck with a manufacturer's GVWR of at least 33,000 pounds. The truck shall be equipped with air brakes and must be capable of providing air to the towed vehicle. Class C equipment must include a 33,000 to 50,000 GVWR chassis, 25-ton recovery equipment rating, and 200 feet of 5/8 inch cable or OEM specifications.

Class D - Super Heavy Duty:

The tow service operator shall maintain access to at least one (1) three (3) axle tow truck with a manufacturer's GVWR of at least 50,000 pounds. The truck shall be equipped with air brakes and must be capable of providing air to the towed vehicle. Class D equipment must include a 50,000 GVWR chassis, 30-ton recovery equipment rating, and 250 feet of 3/4 inch 6x19 cable or OEM specifications.

Inspections

Tow trucks - An annual inspection will be conducted to determine if the operator's tow vehicles comply with sections 24605, 25253, 27700, and 27907 of the California Vehicle Code.

1. This inspection may be done by commercial enforcement officers as directed by California Highway Patrol and shall be done on an annual basis. If so done, the inspection sheet will be forwarded to the SPPD for their files. Tow trucks found in violation of the Vehicle Code equipment sections shall be repaired, then inspected by SPPD before returning to service.

2. Failure to correct deficiencies or equipment violations shall result in the tow service being suspended from the SPPD rotation list without further notice until the deficiency or violation is corrected.

3. The annual inspection shall consist of a Level One inspection conducted by a commercial enforcement officer, or any other officer assigned to the task, and a tow truck inspection (as set forth in the State of California CHP Tow Truck Inspection Guide). Evidence of a valid CHP inspection and current sticker will be acceptable.

4. The annual inspection shall consist of a Level One inspection conducted by a commercial enforcement officer, or any other officer assigned to the task, and a tow truck inspection (as set forth in the State of California CHP Tow Truck Inspection Guide). Evidence of a valid CHP inspection and current sticker will be acceptable.

5. Tow Facility - SPPD reserves the right to conduct an inspection at any time of the tow service facilities and/or its equipment. However, a mandatory inspection will be conducted annually.

    - If any deficiencies and/or violations are discovered during the initial inspection at the time of and for the express purpose of a new contract, the tow service provider may be disqualified without the courtesy of a correction period.

    - If any deficiencies and/or violations are discovered, including an inspection for a contract renewal, the tow service will be so advised in writing. The tow service will be given five (5) business days to rectify the deficiency or violation(s).

    - Exception: Any damage to walls and/or fence structures in the tow yard facility shall be repaired within twenty-four (24) hours.

CHARGES AND LIEN SALES

The tow service operators must be familiar with all applicable DMV regulations and have the expertise to handle the paperwork for the Abandoned Vehicle Abatement (AVA) Program, including lien sales, invoices, and billing for each individual abated vehicle.

The tow service operators shall comply with California Vehicle Code section 10652 in reporting vehicles that have been stored for thirty (30) days.

Towing service providers shall, when disposing of unclaimed vehicles, abide by all California Code sections pertaining thereto. Vehicles flagged by SPPD for destruction may not be sold by lien sale but must be destroyed and a certificate of destruction must be provided to the SPPD.

After seventy-two (72) hours, the tow operator may bill the registered owner for lien sale charges, not to exceed the amount expended by the operator. The operator shall not bill the City of South Pasadena for such charges.

If hook-up or service has begun and is canceled by the vehicle owner/agent, or SPPD, charges owed (drop fee) shall be no more than one-half of the regular towing charge.

The registered owner of any vehicle that spills fluid requiring a tow company to use absorbent may be charged the current clean-up rate by the tow service provider.

Charges for "Evidence Hold" Vehicles

The initial towing fee shall be billed to the registered owner of the vehicle.

Storage for evidence hold shall commence only upon notification by an authorized SPPD officer.

All such vehicles shall be released from evidence as soon as practicable. SPPD will provide formal notification to the tow operator as to the effective date of release. Any storage occurring after such an effective date shall be charged to the vehicle's owner(s) in accordance with scheduled rates.

Whenever a vehicle is held for evidence, the contract tow service provider will contact the SPPD by the third calendar day of storage to confirm its status. Notification will be made to a Supervisor in the appropriate Division or Bureau as indicated on the impound form.

All lien sale proceedings for stored/impounded vehicles shall be in accordance with California Vehicle Code sections 9800 through 9808, 22851 through 22856, and Civil Code sections 3067 through 3074.

The contract tow service provider shall comply with all provisions of California Vehicle Code Section 22850.3(b) for vehicles impounded pursuant to Vehicle Code Section 22850.

FINANCIAL INTEREST

A. No tow service provider or applicant shall be directly involved in the towing related business of any other tow service provider or applicant within the City of South Pasadena. Directly involved shall mean any of the following in common between tow service operators or applicants:

1. Business license
2. Insurance
3. Tow truck or equipment ownership
4. Employees

B. Storage facilities sharing property with other businesses or services must be separated by conditions or barriers meeting with the approval of the SPPD, as defined in the Police Tow Policy Guidelines.

C. No tow company may transfer or assign its agreement with the City without the express written consent of the City of South Pasadena.

D. City personnel shall not be offered gratuities, and requests for gratuities shall not be honored by contract tow service providers, towing employees, or associates of each towing company. A violation of this section shall be cause for suspension or termination of the towing contract.

ROTATION RULES

Whenever a vehicle owner is unable to specify a particular tow service, the tow service called shall be the next tow provider from the rotation list, in a rotational order. The rotational order shall be under the control of the SPPD Dispatch Center to ensure equitable distribution of calls. The current method used by the City of South

Pasadena for tow rotation is based on alternation of each tow provider after a one-year period. When more than one vehicle is to be towed from an incident, the contract tow service provider on rotation shall have preference on service to all vehicles at an incident. If that tow service provider cannot handle service for all vehicles, then the next contract tow service provider up on rotation shall be called to assist and shall not lose their position on the rotation list.

The tow service provider shall advise SPPD at the time of notification if they are either unable to respond or unable to meet the required response time. If, after accepting the call, the contract tow service provider is unable to respond or will be delayed in responding, the towing company shall immediately notify the SPPD Dispatch Center.

There may be times when a tow company that was not called to a scene comes upon a collision scene where a vehicle or vehicles are blocking a roadway, or a vehicle is a hazard in the roadway and a SPPD officer requests their assistance in clearing the roadway. In such a case, the towing company may be requested to move the vehicle to a safe location, as directed by the officer, and leave it. There shall be no charge for this assistance, and the assistance provided shall not change the tow service provider's place in the rotation.

A towing company shall not respond to a SPPD call assigned to another tow service unless requested to do so by the SPPD.

FREE SERVICES PROVIDED TO THE CITY

Towing Services for City-Owned Vehicles

The tow service operator shall tow any SPPD and/or other City vehicles (under 6,000 lbs.), disabled within the City of South Pasadena limits, at the request of City staff, free of charge. Any City vehicle weighing more than six thousand pounds (6,000 lbs.) shall be charged the standard tow rate. Towing of any SPPD and/or other City vehicles outside the City of South Pasadena limits shall be charged the tow mileage rate only.

In addition, the towing operator shall provide free tire changes, jump starts and assistance with lockouts for all City vehicles requiring assistance within the city limits.

South Pasadena Fire Department Training Vehicles

Upon request from the South Pasadena Fire Department, the tow service operator shall provide the South Pasadena Fire Department with up to two (2) unclaimed vehicles that are ready for demolition each year, for training purposes. Tow service operators shall make arrangements with the South Pasadena Fire Department to drop-off and pick up vehicles from the South Pasadena Fire Department training lot at no charge to the City.

RECORDS & REPORTING

1. The tow service operator shall maintain an accurate record of all vehicles towed pursuant to its contract with the City.

2. The operator shall maintain records of all tow services furnished. The records shall be maintained at the operator's place of business. Invoices shall, at a minimum, include a description of each vehicle, nature of service, start time, end time, location of call, itemized costs of towing and storage, the tow truck driver's name, and truck used.

3. The tow service operator shall file required reports and notifications with the DMV in the manner required by law.

4. The tow service operator's record keeping system must allow the tow service operator to locate records and information quickly and efficiently.

5. All records for SPPD impounds and storage shall be maintained in jacket files, segregated from the files of other law enforcement agencies.

6. Reports submitted shall contain information concerning services provided under the contract only.

7. At the operator's primary office, business records shall also be maintained relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, Federal Communication Commission licensing (if applicable), and non-police tows.

8. The records of all vehicles impounded or stored at the direction of the City of South Pasadena shall be available for inspection only to authorized employees or officials of the City of South Pasadena.

9. SPPD may inspect all operator records without notice during normal businesshours.

10. Operators shall permit the SPPD to make copies of business records at their place of business, or to remove business records for the purpose of reproduction. SPPD shall provide a receipt for any original record removed from the place of business.

11. Records shall be maintained and available for inspection for three (3) years from the date that the current contract commences.

12. Failure of the operator to comply with inspection requirements shall be cause forsuspension.

13. The tow service provider shall maintain a current list of drivers and shall furnish a copy of same to SPPD on or before the 10th day of each month. This list shall contain current information on owner(s) and drivers. Specific information furnished shall include:

    - Name
    - Residence address
    - City
    - Zip code
    - Telephone numbers
    - Date of birth
    - Driver's license number
    - Vehicle unit number
    - Tow operator's permit number
    - Date of permit
    - Date of hire
    - Date of current list
    - Any other personnel information that may be requested by the PoliceDepartment

This information shall be supplied on a towing service personnel report form. This form must be signed and dated by a tow company representative. False and/or misleading information is cause for termination.

14. Each tow service provider shall record its time in and time out on every official assignment. Such records shall be made available and open to examination by the City of South Pasadena.

15. A representative from the SPPD may contact the tow service operator via telephone daily to compare the tow service operator's list of towed vehicles with SPPD's list of towed vehicles.

16. Each tow service operator shall submit a report of released vehicles to the SPPD upon request. The report shall contain the following information for each vehicle:

- Date vehicle was towed and beginning date of storage period
- Location of pick up
- Date and time of release
- Vehicle year
- Vehicle make
- Vehicle model
- License plate state and number
- Vehicle identification number
- Case number
- Name, address and telephone number of person to whom released
- Proof of identity provided
- Name of employee releasing vehicle

17. Towing service providers shall submit a monthly report to the SPPD, which shall include the following information:

- The total number of police impounds
- Number of times dispatched by SPPD
- Number of SPPD calls resulting in impounded vehicles
- Number of calls answered in which time beyond one (1) hour was required to handle

18. Records shall be available to the City of South Pasadena for inspection upon request and shall contain the following information for each vehicle:

- Date and time of tow
- Location of vehicle when hooked up
- Name of tow vehicle operator
- Name and identification number of police employee requesting the tow
- Storage facility name and address
- Physical location of vehicle, if stored
- Identification of vehicle, including:
- Year, make, model, vehicle identification number, license plate state and number, color(s)
- Release or other disposition information, including:

i. Date and time of release
ii. Name, address and telephone number of person to whom released
iii. Proof of identity provided
iv. Name of employee releasing vehicle
v. Police report number
vi. Fees charged

19. Records for each vehicle shall be maintained for a period of not less than four (4) years from the date of each tow. Records shall conform to generally accepted accounting principles.

20. The tow service operator shall maintain a list of all vehicles towed under this contract during each calendar day. A calendar day begins at 0000 hours and ends at 2359 hours the same day. The list shall include the following information:

- Vehicle year
- Vehicle make
- Vehicle model
- License plate state and number
- Vehicle identification number
- Case number

21. Each tow service operator shall submit this daily list of towed vehicles to SPPD every month unless other mutually agreeable arrangements are made in a format agreed upon by the SPPD and the tow service operator.

COMPLAINTS

Complaints against tow service operators will be documented on a South Pasadena Tow Complaint form. SPPD may send out customer surveys from time to time. Complaints will be received and investigated for allegations of, but not limited to:

- Discourteous service
- Unethical business practices
- Unsafe or improper handling of stored or impounded vehicles
- Over-charging for services
- Excessive delay in responding to calls
- Unsafe towing equipment
- Violations of State laws
- Violations of City ordinances
- Deficient facility security
- Deficient facility storage conditions
- Failure to comply with City of South Pasadena Tow Policy
- Failure to perform according to the Towing Agreement
- Failure to keep required records

Complaints will be assigned to the Chief of Police or his/her designee for investigation. Staff will endeavor to, within ten (10) business days, send a copy of the complaint and a letter requiring a response to the affected towing company's owner(s).

No notice shall be sent or delivered if it is determined that notification will impede or interfere with police investigations.

The tow service provider shall respond in writing to the complaint within ten (10) business days from the date of the City's letter. Failure to respond within ten (10) business days will result in the investigating officer making a decision to the complaint based on the information available.

The investigating officer will consider all the evidence available and assign a disposition to the complaint. The disposition categories are:

- Unfounded - Incident did not occur or did occur but was lawful and within Policy.
- Inconclusive - Unable to determine if the incident did or did not occur, or unable to determine if the towing service or its employee(s) are responsible.
- Sustained - Incident occurred and was either contrary to the Tow Policy, Towing Agreement, State laws, or City ordinances.

The tow service provider and complainant will then be notified of the disposition of the complaint in writing.

DISCIPLINARY ACTION

A. If a complaint is determined to be sustained, and the circumstances or prior records show cause for a suspension or termination of the tow service provider's service, the officer investigating the complaint will present the facts to the Chief of Police, or his/her designee, with a recommendation for disciplinary action.

B. The Chief of Police, or his/her designee, will review the facts and the recommendations. Upon doing so, the Chief of Police will either concur with the recommendation or determine another course of action.

C. If the Chief of Police arrives at a decision to suspend or terminate the services of a tow service provider, the decision will be forwarded, as a recommendation, to the City Manager, whose decision will be final.

D. The tow operator shall receive a copy of the Chief of Police's recommendation at the time it is forwarded to the City Manager, and shall have ten (10) calendar days to respond in writing to the City Manager.

E. After consideration of the Chief of Police's recommendation and any timely written *submission of the tow operator, the City Manager shall issue a written determination of* whether he/she concurs with the decision to suspend or terminate a contract tow service provider's service. The towing company will be promptly notified in writing of the impending disciplinary action.

TERMINATION

The City of South Pasadena may terminate any agreement during its term without cause by providing a thirty (30) day written notice to the contract tow service operator. The City of South Pasadena may terminate this contract for cause five (5) days after written notice is given. The contract may be terminated for cause by the

City of South Pasadena upon the occurrence of any one or more of the following events:

1. Failure of the tow service provider to comply with any of the provisions of this Policy.
2. Repeated and/or flagrant violations of the Vehicle Code by the tow service provider.
3. Failure of the tow service provider to maintain clean, orderly, and secure storage facilities.
4. Failure of the tow service provider to obtain and maintain a current valid license to do business in the City.
5. Repeated failure of the tow service provider to answer service calls within the agreed upon fifteen (15) minute response time.
6. Commission, by the owner or operator of the tow service provider, of any unlawful, false, fraudulent, deceptive, or dangerous act while conducting its towing operation business.
7. Removal by the tow service provider, prior to police arrival, of a vehicle involved in a collision where, as a result of such collision, a person suffered death or injury; or where the driver of one of the vehicles involved in the collision, or any of the passengers of a vehicle involved in the collision, was under the influence of an intoxicant of any nature; or where there is evidence that the vehicle to be towed was involved in a hit-and-run collision.
8. Insurance coverage as required herein has either been withdrawn or lapsed or is not in force for any reason.
9. Dissolution of business or bankruptcy.
10. For assignment of its agreement with the City, or any right or interest stated therein, without the prior written consent of the City of South Pasadena.
11. For any substantial or recurring deviation from the City of South Pasadena's approved schedule of rates.
12. Failure of the contract tow service provider to maintain satisfactory service to the public or for failure to keep any towing vehicle in a safe condition and good repair.
13. Failure to comply with any requirement of the SPPD.

EXHIBIT 2

CITY OF SOUTH PASADENA POLICE DEPARTMENT

TOW POLICY GUIDELINES AND REQUIREMENTS

April 2024

EXHIBIT 2

CITY OF SOUTH PASADENA'S CURRENT TOW RATES

Towing –	
Class A	$225.17 per hour
Class B	$274.89 per hour
Class C	$369.70 per hour
Class D	$447.60 per hour
Storage –	
Inside Storage Class A	$63.53 per day
Outside Storage Class A	$60.38 per day
Inside Storage Class B	$63.53 per day
Outside Storage Class B	$65.31 per day
Inside Storage Class C	$72.63 per day
Outside Storage Class C	$69.69 per day
Inside Storage Class D	$71.93 per day
Outside Storage Class D	$69.15 per day
Labor–	
Class A Tow	$57.08
Class B Tow	$57.08
Class C Tow	$57.08
Class D Tow	$57.08
Special Equipment (low boy)	$365.19

ATTACHMENT 3

Resolution Awarding Non-Exclusive Tow Franchise Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA GRANTING A NONEXCLUSIVE TOWING FRANCHISE TO HENRY'S TOWING AND NAVARRO'S TOWING AND APPROVING THE RELATED NONEXCLUSIVE FRANCHISE AGREEMENTS TO PROVIDE OFFICIAL POLICE TOW SERVICES

WHEREAS, the City of South Pasadena ("City") has established towing regulations to govern the provision of nonconsensual police towing services to the City's Police Department as set forth in Article VIII (Police Tow Service Franchises) of Chapter 19 (Motor Vehicles and Traffic) of the South Pasadena Municipal Code ("Municipal Code");

WHEREAS, the City's Police Department, through a non-exclusive towing franchise agreement, provides public safety towing services for the expeditious removal of damaged, disabled, abandoned, impounded or illegally parked vehicles from the City's streets;

WHEREAS, pursuant to Municipal Code Section 19.94, any nonconsensual police towing services shall be performed only by a towing operator that has been granted a nonexclusive franchise and subsequent franchise agreement pursuant to the Municipal Code;

WHEREAS, the City released a request for proposals in August 2024 soliciting proposals for official police tow services;

WHEREAS, the City's Police Department after a thorough review and analysis recommends that a nonexclusive franchise and franchise agreement be awarded to Henry's Towing and Navarro's Towing;

WHEREAS, Henry's Towing and Navarro's Towing both represent that they possess the facilities, equipment and personnel necessary to perform the services called for by the City;

WHEREAS, pursuant to California Vehicle Code Section 12110 and Municipal Code Sections 19.95 and 19.96, the City is authorized to grant a nonexclusive franchise to a tow truck operator(s) to provide nonconsensual police towing services through a franchise agreement;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The foregoing recitals are hereby true and correct and are incorporated into this Resolution as if set forth in full.

Section 2. Pursuant to South Pasadena Municipal Code Section 19.95.A, the City Council hereby grants a nonexclusive franchise to Henry's Towing and Navarro's Towing to provide nonconsensual police towing services to the City of South Pasadena.

Section 3. The City Council hereby approves the "City of South Pasadena Non-Exclusive Franchise Agreement to Provide Official Police Tow Services" between the City and Henry's Towing.

Section 4. The City Council hereby approves the "City of South Pasadena Non-Exclusive Franchise Agreement to Provide Official Police Tow Services" between the City and Navarro's Towing.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED ON this 18th day of December, 2024.

_____
Mayor Evelyn G. Zneimer

ATTEST:

_____
Mark Perez, Deputy City Clerk
(seal)

APPROVED AS TO FORM:

_____
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 18th day of December 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mark Perez, Deputy City Clerk
(seal)

City Council Agenda Report

ITEM NO. 21

DATE: December 18, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Lucy Hakobian, Community Services Director

SUBJECT: **CONSIDERATION OF APPROVAL OF A LEASE AGREEMENT BETWEEN THE CITY OF THE SOUTH PASADENA PRESERVATION FOUNDATION, INC. (FOUNDATION) FOR THE BUILDING LOCATED AT 913 MERIDIAN AVENUE FOR THE OPERATION OF THE SOUTH PASADENA HISTORICAL MUSEUM AND APPROVE AS TO FORM AND CONTENT THE LICENSE AGREEMENT BETWEEN THE FOUNDATION AND THE SOUTH PASADENA CHAMBER OF COMMERCE FOR USE OF A PORTION OF THE BUILDING TO CONDUCT CERTAIN TASKS RELATED TO THE SOUTH PASADENA FARMERS' MARKET**

Recommendation

It is recommended that the City Council approve the lease agreement with the South Pasadena Preservation Foundation, Inc. for the building located at 913 Meridian for the operation of the South Pasadena Historical Museum (Museum) and approve as to form and content the license agreement between the South Pasadena Preservation Foundation, Inc. and the South Pasadena Chamber of Commerce for use of a portion of the building to conduct certain tasks related to the South Pasadena Farmers' Market.

Executive Summary

This staff report is submitted for the approval of the Lease Agreement (Lease) with the South Pasadena Preservation Foundation, Inc. (Foundation) for the building located at 913 Meridian (Building) for use as the South Pasadena Historical Museum (Museum). The term is for two-years and the annual rent for the lease is $1.00 per year. In addition, the City Council is being requested to approve as to form and content a license agreement between the Foundation and the South Pasadena Chamber of Commerce (Chamber) for use by the Chamber of a portion of the Building to conduct activities related to the close-out of the South Pasadena Farmers' Market.

Background

The Foundation has leased the Building for the use of its Museum for several years. The current lease expired in December 2022, and since then, the Foundation has been occupying the Building on a month-to-month basis. On Thursday evenings, the Chamber, through an agreement with the City, operates the South Pasadena Farmers' Market (Market). The Market has used the certain portions of the Museum, including the grounds of where the Museum is located, to conduct its close-out activities after the end of the Market. The Market has also used the electricity at the Building for its Market activities.

In negotiating a new lease with the Foundation, the City asked the Foundation to formally provide the Chamber with space at the Museum so the Chamber could conduct its close-out activities inside of the Museum Building. The Foundation and Chamber met and discussed the matters related to use of a designated space as well as the electricity, and related payments. The parties reached agreement on salient terms on November 6, 2024. The formalization of those discussions and general agreement will be contained in a license agreement between the Foundation and Chamber.

Analysis
The proposed lease with the Foundation has been substantially revised to modernize the form, delete obsolete language and include provisions that require the Foundation to provide space within the Museum to the Chamber for its close-out activities after the Market closes. In general, the lease is for two years at an annual rent of $1.00. The Foundation may use the Building for its Museum and related Foundation activities. The Foundation is also permitted to use the Building for third party filming subject to approval by the City and compliance with any required permits. Any revenue from filing will be shared equally between the Foundation and City. Last, the Foundation is required to to provide the Chamber with a designated area within the Museum so that the Chamber can conduct its close-out activities, pursuant to a license agreement. The form and content of the license agreement is subject to the City's approval. The license agreement is to provide the designated area to the Chamber, as well as access to the Museum building for that purpose, and the term of the license is to run concurrently with the City's lease with the Foundation. The lease agreement is provided for the City Council's consideration for approval (See, Attachment 1).

Also provided is the form of the proposed license agreement between the Foundation and Chamber. The license agreement provides the Chamber with a designated space on the ground floor of the Museum for the Chamber to conduct its close-out activities after the Market closes.. The Chamber will have the use of electricity and HVAC while they conduct their activities. The Foundation will pay for an provide staffing while the Chamber is utilizing this space and the Foundation is responsible for locking up the Building after the Chamber's use. The Chamber will pay the Foundation $200 per Market Day and in addition will pay for electricity on a monthly basis of $75 per month. The Chamber may also use the electricity at the Building for their other events at the rate of $100 per day for events that consume a higher amount of electricity and $50 per day for events that consume a lower amount of electricity. Last, the Chamber and Foundation have reached agreement on past payments and the agreement provides for the Chamber to make this payment to the Foundation and a mutual release is included. The proposed license agreement is included as Attachment 2 for the City Council's review as to form and content.

Fiscal Impact
The annual rent is $1.00 per year for a two (2) year term.

Key Performance Indicators and Strategic Plan
This item is not part of the Community Services Departments' Key Performance Indicators.

Attachment:
Attachment 1- Final Agreement
Attachment 2- Lease Agreement

LEASE AGREEMENT

THIS LEASE (the "Lease") is made and entered into this 18th day of December 2024 ("Effective Date"), by and between the CITY OF SOUTH PASADENA, a municipal corporation ("Landlord"), and SOUTH PASADENA PRESERVATION FOUNDATION, INC., a California nonprofit public benefit corporation ("Tenant").

RECITALS

A. Landlord is the owner of certain real property located at 913 Meridian Avenue, in South Pasadena, California ("Real Property").

B. Landlord and Tenant desire to enter in this lease wherein Tenant leases the Real Property, including the building and fixtures thereon, which is further described on Exhibit "A" ("Premises").

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions hereinafter set forth, Landlord and Tenant agree as follows:

1. Lease of Premises.

1.1 Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, upon the terms and conditions set forth herein.

1.2 Tenant shall use and occupy the Premises for the public purpose of operating the South Pasadena Historical Museum ("Museum") that is open to the public, related activities that support the purposes of the South Pasadena Preservation Foundation ("Foundation") and for other public uses as set forth in Section 4.6.

1.3 In conjunction with the use of the Museum and/or related activities that support the purposes of the Foundation, the Tenant is authorized to serve and or sell food and beverages to the general public in compliance with any applicable laws (i.e. health regulations, etc.). Alcoholic beverages may be served or sold only with the prior consent of the City and in compliance with any applicable laws and permits.

1.4 Tenant is permitted to allow use of the Premises for third party commercial filming in compliance with the following: (a) Tenant shall notify the Landlord in writing of the proposed filming disclosing the identity of the user; (b) Tenant shall provide a copy of the proposed contract to Landlord and shall obtain Landlord's approval prior to entering into such contract with the proposed film company; (c) Tenant shall provide a copy of the film company's insurance, which shall name the City of South Pasadena, its officials, agents and employees as an additional insured; (d) Tenant shall provide or cause to provide security as necessary during the filming activity; and (e) Tenant shall ensure that the film company obtains the necessary permits from the City. Any compensation paid to Tenant by the film company for use of the Premises shall be shared with Landlord with each party receiving fifty percent (50%) of the revenue. Such

compensation shall be paid to the City within 30 days of Tenant receiving said compensation from the filming company or its representatives. In conjunction with said filming, Tenant may seek authorization from Landlord to utilize the green space next to the Premises, which can be approved or denied in the Landlord's sole discretion.

1.5 Tenant has inspected the Premises and is familiar with all aspects thereof including its existing condition and state of repair. Tenant expressly understands, agrees and accepts that Tenant is leasing the Premises in its existing "AS IS" condition, without any representation or warranty of any kind (express or implied).Tenant agrees that no representation, statements, or warranties, expressed or implied, have been made by or on behalf of Landlord and Landlord shall in no event be liable for any latent defects.

1.6 The Premises have not been inspected by a Certified Access Specialist (CASp). A CASp can inspect the Premises and determine whether the Premises comply with all of the applicable construction-related accessibility standards under State law. Although State law does not require a CASp inspection of the Premises, a commercial property owner or lessor may not prohibit a lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. If tenant requests a CASp inspection, the parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment for which shall be the sole responsibility of Tenant, Landlord and Tenant hereby agree that Landlord shall not bear the cost of any such inspections or repairs it being the intent and agreement of Landlord and Tenant that any such inspections or repairs must be performed by Tenant at its expense, and Landlord will not unreasonably withhold its consent thereto.

2. Term of Lease. The term of this Lease shall commence on the Effective Date and shall expire two (2) calendar years thereafter (i.e. on December 17, 2026) ("Term"), provided, however, that either party shall have the right in its sole and absolute discretion to terminate this Lease at any time upon at least 30 days prior written notice.

3. Rent. Tenant shall pay Landlord the annual rent of one dollar ($1.00), payable annually. Upon the execution of the Lease, Tenant shall deliver the sum of $1.00 to Landlord as rent for the first year of the Term, with annual rent thereafter due on the anniversary date of the Effective Date. All sums payable to Landlord under this lease shall be paid in lawful currency of the United States at Landlord's office located at 1414 Mission Street, South Pasadena, California 91030, Attention: Community Services.

4. Responsibilities of Tenant.

4.1 Tenant is responsible for all routine maintenance of the interior and exterior of the building on the Premises.

4.2 Tenant shall pay for electricity, gas, Wi-Fi and security cameras and services for the Premises ("Utilities") Tenant shall hold Landlord harmless from any liability for all charges related to the Utilities.

4.3 Tenant shall provide programming and/or open the Museum to the public at least two days a week, on dates and times as Tenant determines is feasible to promote activation and public availability of Museum as a cultural attraction in the commercial district of the City of South Pasadena; provided, that Tenant shall open the Museum to the public during the hours of the South Pasadena Farmers' Market (the "Market"), currently held on Thursdays.

4.4 Tenant shall maintain adequate records identifying all income of the Foundation and prepare annually a written financial report of all Foundation income and expenses which shall be provided to the City within 45 days after the end of the Foundation's fiscal year.

4.5 Tenant shall identify in writing an individual who will act as the Tenant's representative, and who will be the primary liaison with the Landlord regarding the Premises and this Lease.

4.6 Tenant shall provide a location, mutually agreeable between the Tenant and the South Pasadena Chamber of Commerce ("Chamber"), that is located on the Premises and specifically inside the Museum building, to allow the Chamber to complete its accounting and related activities related to the Market pursuant to a license agreement that is approved as to form and content by Landlord, which said approval may be withheld in the sole discretion of the South Pasadena City Council (the "License Agreement"). The parties acknowledge that the Chamber manages the Market on behalf of the City. The License Agreement shall: (a) grant the Chamber the use of a designated area inside the Museum building that is mutually agreeable to the Tenant and Chamber (the "Market Area") in order for the Chamber to conduct various cash-management and administrative tasks that occur at the closing of the Market whenever the Market is held; (b) provide access to the interior of the Museum building at the close of each Market; and (c) include a provision that provides that the term of such license agreement shall run concurrently with the Term of this Lease. If the license agreement as described herein is not entered into by the Chamber and Tenant within 30 days of the date the City Council approves this Lease, or if, during the Term of this Lease, the Chamber is not provided the Market Area, this Lease shall automatically terminate and become null and void and of no further effect. In such case, the Tenant shall become a holdover tenant subject to its interest being terminated.

5. <u>Responsibilities of Landlord</u>.

5.1 Landlord is responsible for the payment of water and sewer for the Premises.

5.2 Landlord shall identify in writing an individual who will act as the Landlord's representative, who will be the primary liaison with the Tenant regarding the Premises and this Lease.

6. <u>Maintenance and Repairs; Damage</u>.

6.1 At all times during the Term, Tenant shall, at Tenant's own cost and expense, keep and maintain the Premises in good order, condition and repair, normal wear and tear excepted, including the performance of routine maintenance and repairs of the interior and exterior of the building on the Premises.

6.2 Tenant shall not commit or allow to be committed, any waste in, on or about the Premises.

6.3 Should, at any time during the Term, any material portion of the Premises be destroyed in whole or in part by fire, theft, the elements, or other such events, then either party may terminate this Lease by written notice given promptly thereafter.

7. Improvements to Premises.

7.1 Tenant shall not make or cause to be made to the Premises any addition, renovation, alteration or reconstruction (collectively, "Improvements") without first obtaining the written consent of Landlord, which consent shall be at Landlord's sole and absolute discretion. Improvements shall comply with all applicable laws, including obtaining any permits from the City, and shall be completed in a good and workmanlike manner in accordance with approved plans and specifications, as applicable. Any Improvements shall become the property of Landlord.

7.2 At no time shall there be any banners, posters or other items affixed, hung, attached or nailed to the exterior of the Museum building at any time with the exception of a flag during the Museum's hours of operation, unless otherwise approved in writing by the City.

8. Subleasing and Assignment. Except as provided in Section 4.6 of this Lease, Tenant shall not sublease or license any or all of the Premises without the prior written consent of Landlord, which may be granted or withheld in Landlord's sole and absolute discretion. Tenant shall not assign this Lease.

9. Insurance and Indemnity.

9.1 Tenant at its expense shall obtain and keep in force at all times during the Term of this Lease and any other period of occupancy, general liability insurance with liability limits of not less than Two Million Dollars ($2,000,000.00) combined single limit for both bodily injury and property damage and workers' compensation insurance, as required by the State of California. The general liability insurance shall be in the form customarily written for the protection of owners, landlords and tenants of real estate. At all times during the Term, Tenant shall maintain on file with the City Clerk a certificate or certificates of insurance in a form acceptable to Landlord, showing that the aforesaid policy is in effect in the required amounts. The general liability insurance shall contain an endorsement naming the Landlord, its officials, agents and employees as an additional insured. The policies shall also contain an endorsement providing that the policy cannot be canceled or reduced except on thirty (30) days prior written notice to Landlord, and specifically stating that the coverage contained in the policy affords insurance pursuant to the terms and conditions as set forth in this Lease. The insurance provided by Tenant shall be primary to any other coverage available to Landlord. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

9.2 Concurrent with the execution of this Lease, Tenant shall provide Landlord with a certificate of insurance evidencing that the insurance required herein is in force and that Landlord is named as an additional insured on the general liability policy.

9.3 Tenant understands and acknowledges that any insurance obtained by Landlord will not cover any of Tenant's personal property.

9.4 Tenant agrees to obtain at its expense "Special Event" insurance from Landlord when hosting an event on or in City owned property adjacent to the Premises, for example, the lawn next to the Museum.

9.5 Tenant agrees to indemnify, defend and hold harmless Landlord and its officials, officers, employees and agents, from and against any and all liabilities, claims, losses, damages, and expenses (including attorneys' fees and costs) of any nature whatsoever, including, but not limited to bodily injury, death, personal injury or property damage arising from or connected with Tenant's use of the Premises, including but not limited to Tenant's or Tenant's invitees and/or guests occupation and use of the Premises, and Tenant's activities in or on the Premises, including any adjacent areas used by the Tenant.

10. <u>Default and Remedies</u>.

10.1 Any of the following events shall constitute an "Event of Default" under the Lease:

(a) If Tenant while in possession files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of the creditor.

(b) If involuntary proceedings under any bankruptcy law or insolvency act are initiated against Tenant, or if a receiver or trustee is appointed of all or substantially all of the property of Tenant, and such proceedings shall are not dismissed or the receivership or trustee is not vacated within thirty (30) days after the institution or appointment.

(c) If Tenant makes a voluntary or involuntary assignment, transfer or encumbrance of this Lease, or subletting or licensing occurs in violation of Section 8, except for the License set forth in Section 4.6.

(d) If Tenant fails to make any payment of money called for by the Lease when due and does not make the payment within ten (10) days after written notice from Landlord.

(e) If Tenant fails to provide evidence of insurance required by the terms of the Lease.

(f) If Tenant fails to perform or comply with any obligations or conditions of the Lease and after written notice from Landlord specifying the nature of such failure of Tenant, Tenant (i) does not immediately commence taking all necessary and appropriate actions to remedy such failure, or (ii) does not thereafter diligently and continuously pursue all such remedial actions, or (iii) does not fully cure such failure within the minimum period of time reasonably required under the circumstances to achieve a cure, which minimum period shall be at least ten (10) days after Landlord's written notice of such failure. If performance cannot be reasonably had within the ten (10) day period, Tenant shall in good faith must commence performance within the ten (10) period and shall diligently proceed to completion of performance.

(g) If Tenant vacates or abandons the Premises.

10.2 Upon the occurrence of any Event of Default, and without the giving of any additional notice not otherwise required hereunder or by law, Landlord may exercise the following rights and remedies in addition to all other rights and remedies provided by law or equity:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord by giving Tenant not less than ten (10) days' notice of the termination. In such event Landlord shall be entitled to recover any amounts necessary to compensate Landlord for all the detriment caused by Tenant's failure to perform its obligations under this Lease, including the cost of recovering possession of the Premises, the removal and/or storage of property at the Premises and reasonable attorneys' fees.

11. Unlawful or Dangerous Activities. Tenant shall neither use nor occupy the Premises, or any part thereof, for any unlawful, disreputable, or hazardous purpose. Nor shall Tenant operate or conduct the Museum in a matter constituting a nuisance of any kind. In all circumstances, Tenant shall take immediate action to halt such activities.

12. Compliance with Applicable Laws. Tenant agrees that, in the use and occupancy of the Premise, Tenant shall comply with all applicable laws, rules, regulations, statues and ordinances of every government body or agency whose authority extends to the Premises or to any operation conducted upon the Premises, whether or not said laws, rules, regulations, statutes, or ordinances are specifically mentioned herein.

13. Access to Premises. Landlord and its representatives, employees, agents or independent contractors may enter and inspect the Premises or any portion thereof at any time during regular business hours, and at other times after Landlord has provided Tenant with 24 hours advance notice, for any purpose Landlord reasonably deems necessary. Regular business hours shall be those hours that are customary by businesses are open to the public seven days a week. Such access includes entry to the Premises to make repairs that Tenant may neglect or refuse to make in accordance with the provisions of this Lease, or to make alterations, repairs, or additions which, in the sole discretion of Landlord, are necessary or advisable.

14. Assignment, Mortgage or Sublease. Neither the Tenant nor its successors or assigns or sublicensees, shall assign, mortgage, pledge or encumber this Lease or sublet the Premises in whole or in part, or permit the Premises to be used or occupied by others (except as provided in Section 4.6), nor shall this Lease be assigned or transferred by operation of law without the prior consent in writing of Landlord in each instance. Any such assignments, mortgage, pledge, or encumbrance made in violation of this section shall be deemed void and of no force and effect and shall constitute a default of the Lease.

15. Tenant's Duty to Surrender Premises. Upon the expiration or earlier termination of this Lease, Tenant shall surrender possession of the Premises to Landlord in good, safe and broom-clean condition, normal wear and tear excepted. Any Improvements made shall remain on and be surrendered with the Premises. Tenant shall remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant. Tenant at its cost shall repair any damage to the Premises occasioned by such removal of fixtures, equipment and personal property, which repair shall include the patching and filling of holes and repairs. All property that Tenant does not remove may be disposed of or retained by Landlord without liability or obligation to Tenant, and Tenant hereby waives all statutes and laws to the contrary. Tenant's obligations hereunder shall survive the expiration or earlier termination of this Lease.

16. Waivers. Any waiver by Landlord of any default or breach of any covenant, condition, term, and agreement contained in this Lease, shall not be construed to be a waiver of any subsequent or other default or breach. The rights, powers, options, privileges, and remedies available to Landlord under this Lease shall be cumulative

17. Notices. All notices required or permitted by this Lease shall be in writing and shall be delivered by personal service or reputable overnight delivery service (such as Federal Express). Until changed by a notice given in accordance with the provisions of this Section, the respective addresses of Landlord and Tenant for the purpose of receiving notices required or permitted by this Lease are as follows:

To Landlord:

City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Attention: City Manager

To Tenant:

South Pasadena Preservation Foundation
913 Meridian Avenue
South Pasadena, CA 91030
Attention: President

Notices sent by personal service or overnight delivery service shall be deemed delivered on the actual date of delivery as shown in the delivery service records.

18. Possessory Interest Taxes. Tenant is solely responsible to pay any possessory real property tax or other tax assessed by the Los Angeles County Tax Collector, when such taxes come due, as a result of Tenant's possession and use of the Premises.

19. No Relocation Assistance. Tenant hereby agrees that Landlord shall have no obligation to Tenant under the California Relocation Assistance and Real Premises Acquisition statutes and guidelines (if applicable) and Tenant hereby waives and forever releases Landlord, including its successors, officers, employees, attorneys, agents, representatives and anyone else acting on Landlord's behalf, of and from any and all claims, demands, actions or causes of action, obligations, liabilities, or claims for further compensation, known or unknown, based upon or relating to the California Relocation Assistance and Real Premises Acquisition statutes and guidelines and Landlord's subsequent use and development of the Premises, or Tenant's displacement therefrom. By such release, Tenant expressly waives its rights, if any, under California Civil Code Section 1542 which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

_____
Tenant's Initials

20. Quiet Possession. As long as Tenant is not in default under this Lease, Tenant shall have the right of quiet enjoyment of the Premises free from interference by Landlord or by any person or entity claiming rights granted by Landlord.

21. Holding Over. Should Tenant hold over in the Premises beyond the expiration or earlier termination of this Lease, the holding over be constructed to be a month to month tenancy, subject to all covenants, conditions and obligations contained in this Lease. Holding over shall not constitute a renewal or extension of this Lease or give Tenant any rights under this Lease.

22. Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant respecting the Premises and supersedes all prior and contemporaneous agreements, representations and understandings of Landlord and Tenant, oral or written.

23. Amendments. No modification, amendment or change in any terms of this Lease shall be binding on the Parties unless in writing and executed by Tenant and Landlord.

24. Successors and Assigns. Subject to the terms of this Lease restricting assignment and subletting, all rights and obligations of Landlord and Tenant under this Lease shall extend to and bind the respective heirs, executors, administrators and the permitted concessionaires, successors, subtenants and assignees of the parties.

25. Survival of Provisions. Each of Tenant's obligations under this Lease that, by its nature, is to be, or may need to be, performed after the expiration or any earlier termination of this Lease shall survive such expiration or termination. Without limiting the generality of the preceding sentence, Tenant's defense and indemnification obligations under this Lease shall survive the expiration or termination of this Lease.

26. Applicable Law and Venue. This Lease shall be construed and enforced in accordance with, and governed by, the laws of the State of California. The parties consent to the jurisdiction of the California courts with venue in Los Angeles County.

27. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

28. Time of Essence. Time is of the essence of every provision of this Lease in which time is a factor.

29. City Manager Authority. The City Manager of Landlord shall have the authority to give, in writing, all consents and approvals on behalf of the Landlord under this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date set forth below.

TENANT: SOUTH PASADENA
PRESERVATION FOUNDATION INC.

By:_____
Jennifer Trotoux

Date:_____

LANDLORD:

By:_____
Donald Penman, Interim City Manager

Date:_____

ATTEST:

_____
Mark Perez, Deputy City Clerk

APPROVED AS TO FORM:

_____
Roxanne Diaz, City Attorney

Exhibit A

Legal Description

The Property, which includes the Premises, has a street address of 913 Meridian Avenue and is known as Assessor Parcel Number 5315-020-906. The Property does not include the adjacent green area which is separated by a walkway.

The legal description is as follows:

Parcel #2 of Parcel Map #14033, Pico Alley from the west line of Meridian Avenue to the west line of the railroad right-of-way, and the northerly nineteen and a half feet (19 ½ ft.) of Replat of O.R. Dougherty's Addition.

LICENSE AGREEMENT

This License Agreement ("Agreement" or "License") is entered into as of December 18, 2024 ("Effective Date") and is between the SOUTH PASADENA PRESERVATION FOUNDATION, a California nonprofit public benefit corporation ("Foundation") and the SOUTH PASADENA CHAMBER OF COMMERCE, a California nonprofit mutual benefit corporation ("Chamber"), which are each referred to individually as a "Party" and together as the "Parties." The Parties enter into this Agreement in the context of the following facts:

A. On December 18, 2024, the Foundation and the City of South Pasadena ("City") executed a lease ("Lease"), whereby the Foundation is leasing from the City the building located at 913 Meridian Avenue, South Pasadena, California, ("Building").

B. Pursuant to the Lease, the Foundation's use of the Building is for the purpose of operating and maintaining the South Pasadena Historical Museum and related activities that support the purposes of the Foundation.

C. The Chamber, pursuant to an agreement with the City, operates the South Pasadena Farmers' Market on Thursday afternoons and evenings throughout the year (the "Market").

D. The Building is located adjacent to the site of the Market.

E. The Chamber requires a location to perform various cash-management and administrative tasks at the closing of the Market each week.

F. The City requires that in connection with the Lease of the Building to the Foundation, the Foundation allow the Chamber to use the Building for the cash-management and administrative tasks that occur at the closing of the Market.

G. The Foundation is willing to license to the Chamber the use of a designated area in the Building, on the terms set out in this Agreement, and the Chamber is willing to accept those terms.

H. The Chamber also desires the use of the electrical service from the Building in conjunction with the Market and other special events sponsored by the Chamber.

NOW THEREFORE, the Parties hereby agree as follows:

1. Grant of License. Subject to the terms and conditions of this Agreement, Foundation grants to Chamber a license to use the Building for the purposes related to the closing of the Market, whenever the Market is held ("License").

2. Terms and Conditions of License.

2.1 Licensed Use. This License is for the use by the Chamber of a portion of

the ground floor of the Building in order for the Chamber to conduct various cash-management and administrative tasks that occur at the closing of the Market (the "Licensed Use"). Chamber will have access to the electricity and HVAC at the Building during the Licensed Use.

2.2 Licensed Area. Chamber shall conduct the Licensed Use only in the front room of the ground floor of the Building in the area depicted in Exhibit A of this Agreement (the "Licensed Area"). Chamber is permitted to set-up a folding table, chairs and any related equipment within the Licensed Area to conduct the Licensed Use. Chamber, however is not permitted to store at the Building any equipment or materials used by the Chamber for the Licensed Use, nor will Chamber have use of or access to the upstairs portion of the Building.

2.3 Maintenance of Licensed Area. Chamber shall set-up, break down and clean up its property in the Licensed Area prior to the end of its activities.

2.4 Building Access. The Chamber shall not have a key or code to the Building. The Foundation shall provide the Chamber access to the Building at the close of each Market in order for the Chamber to conduct its Licensed Use.

2.5 Building Security. The Foundation shall pay for and have staffing at the Building while Chamber is conducting its Licensed Use. The Foundation staff or representative shall turn-off all lights and HVAC and is responsible for locking the Building at the end of Chamber's Licensed Use.

2.6 Anticipated Hours of Licensed Use. It is anticipated that the Chamber will need access to the Building by 8:00 p.m. after each Market during the spring and summer and by 7:00 p.m. after each Market during the fall and winter. Chamber will strive to promptly complete all its activities related to its Licensed Use, within no more than 2 hours from its entry into the Building

2.7 License Payment. In consideration of the License and other utilities and services provided by Foundation, Chamber shall pay to Foundation, at its address set forth in Section 13 hereof, a license fee of $200 per Market day. All license fees incurred in any calendar month, shall be paid within 15 days after the end of each calendar month.

3. Electrical Use.

3.1 Market Electrical Needs. Foundation agrees to allow the Chamber the use of the electrical service at the Building during each Market day at a fee of $75 per month. This amount shall be adjusted annually (i.e. the anniversary of each year in the term) by an increase of 5%. All fees for electric service incurred in any calendar month shall be paid within 15 days after the end of each calendar month.

3.2 Chamber Special Events. For use of the electrical service at the Building for uses other than the Market, Foundation agrees to allow the Chamber the use of the electrical service at the Building for such other uses at one of the following rates:

A. $100 per day for the Eclectic Festival and similar high-electricity consumption events; or

B. $50 per day for the Arts Crawl, or similar low-electricity consumption events.

The determination of whether an event is a "high-electricity consumption event" or a "low-electricity consumption event shall be determined by the Foundation President, in her sole discretion. All fees for electric service shall be paid within 15 days after the end of the special event.

4. Condition to Effectiveness. As a condition precedent to the effectiveness of this Agreement, Foundation will have entered into or have a valid lease with the City for the use of the Building.

5. Property Rights. This Agreement does not create in the License any property interest in the Building.

6. Prior Rights. This License is made subject and subordinate to the prior and continuing right and obligation of the City, to exercise any of its rights under the Lease or as owner of the Building.

7. Term of License. The term of this License is coterminous with the Lease ("Term"), unless terminated or suspended as follows:

7.1 Foundation may immediately suspend the License by written notice to Chamber, with copy to the City, if Chamber defaults with respect to any term or condition of this Agreement and Chamber fails to correct the default within 5 calendar days after receipt of notice from Foundation to do so.

7.2 Upon suspension of the License, Chamber shall immediately vacate the Property and refrain from entering onto it until the default is cured.

8. Back Rent Payment. Chamber shall pay the Foundation within 10 business days after the Effective Date the amount of $3,048.56 (the "Settlement Amount"). This Settlement Amount represents a one-time payment by Chamber in full settlement of all disputed amounts Foundation claims it is owed by Chamber.

9. Assumption of Risk/Waiver of Claims. Chamber shall assume all risk of damage to its property or injury to persons, in, upon or about the Building, during Chamber's use of the Building. Neither Foundation nor any of its directors, officers, agents or employees shall be liable for any damage to the property of Chamber, its officers, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of the Building or its use by Chamber. The Chamber accepts the Building and the Licensed Area in its "AS IS" condition, without any representation or warranty of any kind (express or implied).

10. Mutual Releases.

10.1 Foundation hereby releases Chamber for any past acts/omissions of the Chamber that arise from or relate to any actions or omissions that occurred prior to the Effective

Date, including the claims of amounts owed by Chamber to Foundation. Foundation acknowledges that the releases contained herein, including the release related to claims of amounts owed by Chamber to Foundation, include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims.

10.2 Chamber hereby releases Foundation for any past acts/omissions of the Foundation that arise from or relate to any actions or omissions that occurred prior to the Effective Date. Chamber acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims.

10.3 The Parties realize and acknowledge that they have agreed upon this License in light of the realization of such releases herein, and being fully aware of this situation, the Parties nevertheless expressly waive and relinquish all rights and benefits of Civil Code Section 1542, or any statute or other similar law now or later in effect. Section 1542 reads as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

10.4 The releases contained in this Section 10 shall survive any termination of this License.

11. Indemnity. Chamber agrees to indemnify, defend and hold harmless the Foundation, the City, and their respective officials, officers, directors, employees, volunteers and agents, from and against any and all liabilities, claims, losses, damages, and expenses (including attorneys' fees and costs) of any nature whatsoever, including, but not limited to bodily injury, death, personal injury or property damage arising from or connected with Chamber's use of the Building, including but not limited to Chamber's invitees and/or guests occupation and use of the Building. This indemnity shall survive termination of this Agreement.

12. Insurance. Chamber at its own expense shall obtain and keep in force at all times during the Term of this License commercial general liability insurance with liability limits of not less than $2,000,000 per occurrence and in the aggregate for personal injury and property damage. Chamber shall deliver to the Foundation a memorandum of insurance of such coverage with companies and deductibles satisfactory to Foundation and naming Foundation and the City, and their respective officials, officers, directors, employees, volunteers as additional insureds.

13. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered by personal service or reputable overnight courier (such as Federal Express), with a copy by email, to the appropriate address indicated below or at such other place or places as either Foundation or Chamber may, from time to time, respectively, designate in a written notice given to the other. Notices sent by personal services or overnight delivery courier shall be deemed delivered on the actual date of delivery as shown in the delivery service records. Any notice shall also be emailed to the City as set forth below.

To Chamber: Chamber of Commerce
Attn: Executive Director
1121 Mission Street
South Pasadena, CA 91030
info@southpaschamber.com

To Foundation: South Pasadena Preservation Foundation
Attn: President
913 Meridian Avenue
South Pasadena, CA 91030
info@sppreservation.org

With a copy by email to: Hanson Bridgett LLP
Attn: Claire Collins, Esq.
ccollins@hansonbridgett.com

With a copy by email to: City of South Pasadena
Attn: City Manager
cmoffice@southpasadenaca.gov

Day-to-day communications shall be directed to the Foundation's Museum Director (email: bizzybrights@gmail.com) and to Chamber's Executive Director (Tel: 626-441-2339; email: laurie@southpasadena.net).

14. Successors and Assigns. Chamber shall not assign or sublicense, in whole or in part, its rights under this Agreement.

15. No Waiver. The failure of either of the Parties to enforce any of the terms and conditions set forth herein shall not constitute a waiver of the right to enforce the same thereafter.

16. Severability. Each provision of this Agreement is intended to be severable. If any term or provision is determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

17. Governing Law. The rights and obligations of the Parties under this Agreement shall be interpreted in accordance with the laws of the State of California. The parties consent to the jurisdiction of the California courts with venue in Los Angeles County.

18. Integration. This Agreement is integrated and constitutes the complete expression of the agreement between the Parties and supersedes any prior agreements, whether written or

oral, concerning the subject of this Agreement, which are not fully expressed in this Agreement. Any amendment to this Agreement must be in writing signed by both Parties.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which shall constitute one and the same agreement.

The Parties have executed this License as of the day and year first above written by their duly authorized representatives.

SOUTH PASADENA CHAMBER OF COMMERCE	SOUTH PASADENA PRESERVATION FOUNDATION
By:_____	By:_____
Name:	Jennifer Trotoux, President
Title:	

Pursuant to Section 4.6 of the Lease, the City of South Pasadena hereby approves this License Agreement as to its form and content.

By:_____ Dated:_____
Donald Penman, Interim City Manager

EXHIBIT A

LICENSED AREA

City Council Agenda Report

ITEM NO. 22

DATE: December 18, 2024

FROM: Donald Penman, Interim City Manager

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

SUBJECT: **PUBLIC HEARING ON THE PROPOSED SOLID WASTE RATES AND ADOPTION OF A RESOLUTION APPROVING NEW SOLID WASTE RATES FOR THE COLLECTION, TRANSFER, TRANSPORTATION, RECYCLING, PROCESSING, AND DISPOSAL OF SOLID WASTE, INCLUDING ORGANIC WASTE, COMMENCING JANUARY 1, 2025, AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

Recommendation

It is recommended that the City Council conduct a public hearing on the proposed solid waste rates and determine whether there is a majority protest against the proposed rate increases and if no majority protest exists, adopt a resolution establishing new solid waste rates effective January 1, 2025. If a majority protest exists, the City Council should discuss and direct staff on how to proceed with the next steps.

Executive Summary

This Public Hearing is for the purpose of hearing testimony and considering adoption of previously proposed solid waste rates to be billed by the City's exclusive franchise waste hauler, Arakelian Enterprises, Inc. (dba Athens Services) (“Athens Services”).

Background

City staff previously worked with the City’s franchise waste hauler, Athens Services, to update the prior exclusive refuse service franchise agreement to include additional services required by Senate Bill (SB) 1383. On October 2, 2024, staff proposed and Council approved an amended and restated solid waste franchise agreement (Agreement) which combines all previous amendments and new SB 1383 services into one comprehensive agreement.

Updates to the Agreement include the implementation of SB 1383 requirements (including organics collection, contamination monitoring, reporting, education, etc.), an increase in bus barrel collection services, an increase from two to four free bulky item events per year, expanding street sweeping services to include seven public parking lots, waived fees for bus barrel collection and street sweeping services, and granting exclusivity for construction and demolition debris collection and handling in the City to Athens. In addition, upon the effectiveness of the Agreement and per SB 1383 requirements, Athens will procure and deploy new standardized 32-gallon barrels to all residential customers. Additional information,

including requirements of SB 1383 and specific updates to the Agreement, can be found in the October 2, 2024 City Council Staff Report (Attachment 3).

Analysis

The effectiveness of the new Agreement is contingent upon the culmination of proceedings relating to Proposition 218 (holding a noticed public hearing and determining that there is no majority protest) and the City Council's approval of the rates set forth in the new Agreement.

Proposition 218, which was passed by the voters in November 1996, added Articles XIII C and XIII D to the California Constitution. Article XIII D governs fees imposed by local governments for property-related services (property-related fees) and imposes procedural requirements for increasing property-related fees. Prior to increasing a property-related fee, Article XIII D requires a local government to mail notice of a required public hearing on the proposed rate increase to the record owners of all properties receiving the service for which the fee is charged not less than 45 days prior to the date of the public hearing.

At the public hearing, the local government must consider all oral and written protests against the proposed rate increases. Pursuant to Article XIII D and the Proposition 218 Implementation Act, the record owners of the parcels subject to the property-related fee, and any tenants who are directly responsible for paying the fee, may file written protests against the proposed rate increases. However, only one written protest per parcel, filed by an owner or tenant of the parcel, will be counted in calculating a majority protest. At the conclusion of the public hearing, if there are written protests submitted (and not withdrawn) against the proposed rate increases that represent a majority of the parcels that receive the service for which the fee is charged, a majority protest will exist, and the local government may not approve the rate increase.

The City currently provides solid waste service to approximately 7,894 parcels, which means it must receive written protests representing 3,948 or more of the parcels to prevent the City from approving the proposed rate increases. If no majority protest exists, then the City Council is requested to adopt a resolution establishing the new solid waste maximum rates effective on January 1, 2025, which will be subject to annual rate adjustments through July 1, 2028, in accordance with the new Agreement, without holding another public hearing under Proposition 218. If a majority protest exists, then the City Council is requested to discuss and direct staff on how to proceed with the next steps.

On October 2, 2024, the City Council adopted a Resolution directing staff to provide notice of a public hearing to consider the new solid waste rates. Accordingly, "A Notice of Public Hearing on Proposed Increases to Solid Waste Rates" (Attachment 2), which includes information regarding the proposed maximum rates, requirements of Senate Bill 1383, how a customer can calculate their bill, the scheduled public hearing, and instructions on how to protest the proposed rate increases was developed.

Accordingly, on October 30, 2024, which was at least 45 days prior to the scheduled public hearing, the notices were mailed to the record owners of parcels receiving solid waste collection services and ratepayers who are not property owners but are directly responsible for paying the solid waste collection service charges. The most current assessor's parcel roll from the Los Angeles County Assessor's office was utilized for a direct mailing of the notice to each parcel record owner. Additionally, to the extent a tenant, rather than a property owner is the solid waste customer, a notice was mailed to the tenant utilizing the service address obtained

through Athens Services.

The written protests are being collected by the City Clerk's Office and will be presented to the City Council at the public hearing. Written protests may also be submitted at the public hearing. If there is no majority protest at the conclusion of the public hearing, the new rates can be implemented with City Council approval.

Next Steps

1. Upon the effective date of the new Agreement, Athens begins all SB 1383 services.
2. Upon the effective date of the new Agreement, Athens will begin procurement of new residential barrels and conduct waste assessments for commercial and multi-family customers.
3. Following the effective date of the new Agreement and no later than September 1, 2025, Athens and City Staff will meet, to discuss a transition to a three-container system in which each customer will receive at least one green container for organic waste, one blue container for recyclable materials, and one container for all other solid waste.
4. New residential barrel deployment will tentatively begin Spring 2025.
5. Staff will continue education regarding new collection services, and implement other state-mandated requirements, including record-keeping and reporting required by SB 1383.

Fiscal Impact

If approved by the City Council, residential and commercial solid waste rates, which are paid by customers directly to Athens, will be adjusted to accommodate the additional organics collection and recycling services required by SB 1383. Residential customers receiving manual barrel collection service will see a total 22.75% initial rate adjustment, while residential and commercial customers receiving automated collection service will see an initial 14% rate adjustment plus the cost of organics collection (cost will vary depending on service levels).

Key Performance Indicators 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.

Commission Review and Recommendation

This item was not reviewed by a commission; however, the development of the service model and priorities associated with Athens' services have previously been discussed at-length by the Natural Resources and Environmental Commission and the Athens' Contract Ad Hoc Committee which consisted of two councilmembers and two Natural Resources and Environmental Commission commissioners. This committee has not met for over two years and none of its members are still in office and therefore it no longer exists.

Public Notification

As described above, a public notification in line with holding a public hearing was conducted in relation to this item.

Environmental Analysis

City staff has evaluated the approval of the new Agreement and the proposed rate adjustments for purposes of compliance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) (CEQA) and the California CEQA Guidelines and has

determined that approval of the new Agreement and proposed rate adjustments are intended to implement State mandated requirements of the California Senate Bill (SB) 1383, Short-lived Climate Pollutant Reduction Act of 2016. Pursuant to CEQA Guidelines Section 15308, Class 8, “Actions by Regulatory Agencies for Protection of the Environment,” these actions are exempt from further review under CEQA. The development and implementation of the amended services is a requirement of the California Department of Resources Recycling and Recovery (CalRecycle), and is exempt from CEQA because it is an action pursuant to a regulatory requirement to assure the protection of the environment, and involves procedures for protection of the environment. Furthermore, the amended services apply to the City’s existing volume of generated solid waste, where there is no expansion of use, and is therefore exempt from the CEQA analysis based on State CEQA Guidelines requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class (1) "existing facilities."

Attachment:
Attachment 1- Proposed Resolution
Attachment 2- Notice of Public Hearing
Attachment 3- October 2, 2024 City Council Report

RESOLUTION NO.____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, FINDING THAT NO MAJORITY PROTEST EXISTS IN ACCORDANCE WITH ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION, APPROVING RATE INCREASES TO THE CITY'S CHARGES FOR THE COLLECTION, TRANSFER, TRANSPORTATION, RECYCLING, PROCESSING, AND DISPOSAL OF SOLID WASTE, INCLUDING ORGANIC WASTE, COMMENCING JANUARY 1, 2025, AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

RECITALS:

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(1) and Sections 16.5 and 16.6 of the South Pasadena Municipal Code, on October 2, 2024, the City Council approved an amended and restated solid waste Exclusive Franchise Agreement (Agreement) with Arakelian Enterprises, Inc. (dba Athens Services) ("Athens"), a copy of which is on file in the office of the City Clerk, to add services in order to bring the City into compliance with applicable law, including Senate Bill 1383 (SB 1383), the Short-lived Climate Pollutant Reduction Act, and the SB 1383 Regulations, which require jurisdictions to provide organic waste collection services for solid waste handling services; and

WHEREAS, implementation of an SB 1383 program will result in additional costs being incurred by Athens, and in order to compensate Athens for its additional costs, Athens has requested the City Council to increase the maximum rates of the fee for the collection, transfer, transportation, recycling, processing, composting and disposal of solid waste, including organic waste and nonorganic waste ("Solid Waste Services) for all premises in the City (single-family premises, multi-family premises, and commercial premises) in accordance with the Maximum Service Rates set forth in Exhibit 1 of the approved Agreement and Exhibit A, attached hereto and incorporated herein by reference, and to approve annual adjustments to the Maximum Service Rates for inflation in accordance with the Agreement (the "Proposed Rate Adjustments"); and

WHEREAS, City staff previously recommended that the City Council consider the Proposed Rate Adjustments following a public hearing held and noticed in accordance with the requirements of Section 6 of Article XIII D of the California Constitution ("Article XIII D") (also known as Proposition 218) and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750, et seq.) ("Implementation Act"); and

WHEREAS, the City identified the parcels upon which the fee for Solid Waste Services is imposed the "Identified Parcels") and calculated the proposed Maximum Service Rates for the Identified Parcels; and

WHEREAS, in accordance with Article XIII D and the Implementation Act, the City provided written notice (the "Notice") by mail of the time and place of a public hearing on the Proposed Rate Adjustments to the record owner of each Identified Parcel and any tenant directly responsible for the payment of the fee for Solid Waste Services , which Notice included the Proposed Rate Adjustments, , the basis upon which the proposed rates were calculated, the reason for the Proposed Rate Adjustments, and the date, time, and location of a public hearing on the Proposed Rate Adjustments; and

WHEREAS, pursuant to Article XIII D, the Notice was mailed not less than 45 days prior to the public hearing on the Proposed Rate Adjustments; and

WHEREAS, on December 18, 2024, the City Council held a public hearing on the Proposed Rate Adjustments in accordance with Article XIII D; and

WHEREAS, any owner of an Identified Parcel and any tenant that is directly responsible for the payment of the fee for Solid Waste Services could submit a written protest against the Proposed Rate Adjustments. However, only one written protest per parcel, filed by an owner or a tenant of the parcel, shall be counted in calculating a majority protest; and

WHEREAS, at the public hearing, the City Council considered all oral testimony, written materials, and written protests concerning the Proposed Rate Adjustments, and at the close of the public hearing, the City Council determined that there were not written protests against the Proposed Rate Adjustments submitted (and not withdrawn) representing a majority of the Identified Parcels, and therefore there was not a majority protest filed against the Proposed Rate Adjustments; and

WHEREAS, the City Council now desires to approve the Proposed Rate Adjustments; and

WHEREAS, City staff has evaluated the entering into of the Agreement and approval of the Proposed Rate Adjustments for purposes of compliance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) (CEQA) and the California CEQA Guidelines and has determined that approval of the Agreement and Proposed Rate Adjustments are intended to implement State mandated requirements of the California Senate Bill (SB) 1383, Short-lived Climate Pollutant Reduction Act of 2016. Pursuant to CEQA Guidelines Section 15308, Class 8, “Actions by Regulatory Agencies for Protection of the Environment,” these actions are exempt from further review under CEQA. The development and implementation of the amended services is a requirement of the California Department of Resources Recycling and Recovery (CalRecycle) and is exempt from CEQA because it is an action pursuant to a regulatory requirement to assure the protection of the environment and involves procedures for protection of the environment. Furthermore, the amended services apply to the City’s existing volume of generated solid waste, where there is no expansion of use, and is therefore exempt from the CEQA analysis based on State CEQA Guidelines requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class (1) "existing facilities."

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA AS FOLLOWS:

Section 1. The above recitals are true and correct and incorporated herein as if set forth in full.

Section 2. The Maximum Service Rates described in Exhibit A are hereby approved and shall become effective January 1, 2025.

Section 3. In addition, On July 1, 2025, July 1, 2026, July 1, 2027, and July 1, 2028, without holding additional public hearings under Proposition 218, each cost component of the Maximum Service Rates (the Operations Component and Disposal Component) is subject to annual automatic inflation adjustments as described herein. The Operations Component may be adjusted by an amount not to exceed the percentage change in the Consumer Price Index (CPI) for the immediately previous 12-month period (March through February). For purposes of the adjustment, the CPI is the Consumer Price Index for All Urban Consumers Series ID: CUURS49ASA0, Not Seasonally Adjusted, All Items, Los Angeles-Long Beach-Anaheim, CA as maintained and published by the United States Bureau of Labor Statistics, or its successor index. Also, the Disposal Component may be adjusted in proportion to the increase or decrease in costs as determined by the percentage change in gate rates or tipping fees (including but not limited to all taxes and surcharges) at the appropriate facility(ies) not to exceed the percentage change in the CPI, as described above. Therefore, on each July 1st from 2025 through 2028, each rate may be adjusted by an amount not to exceed the percentage change in the CPI as described above. The City shall provide, or cause to be provided, written notice each year to the record property owners of parcels receiving Solid Waste Services and tenants who are directly responsible for paying the fee for Solid Waste Services at least thirty (30) days in advance of each annual inflationary increase taking effect.

Section 4. The City Council concurs with staff's CEQA determination set forth in the recitals.

Section 5. The City Clerk's Office of the City of South Pasadena shall certify the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of South Pasadena on this 18th day of December 2024.

_____
Mayor

ATTEST:

Mark Perez,
Deputy City Clerk

APPROVED AS TO FORM:

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 18th day of December, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Mark Perez,
Deputy City Clerk

EXHIBIT A
MAXIMUM SERVICE RATES

EFFECTIVE JANUARY 1, 2025*

*Rates may escalate on July 1, 2025, July 1, 2026, July 1, 2027, and July 1, 2028

MANUAL BARREL COLLECTION (Non-Organic Waste + Organic Waste)

SINGLE-FAMILY (1 UNIT)

Waste Type — *For Non-Organic and Organic Waste Collection*

Container Type — *Customers can have up to seven 32-gallon Barrels and can choose a mix of Black Barrels (for Non-Organic Waste) and Green Barrels (for Organic Waste) with a minimum of one Barrel of each color. Additional Barrels, after seven, require additional fees. There is no change in rate for having less than seven Barrels.*

Frequency — *1x Collection per week (minimum and maximum)*

	DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
1 UNIT	11.75	51.89	63.64	7.07	**$70.71**
EACH ADDITIONAL 32-GALLON BARREL	3.19	3.68	6.87	0.76	**$7.63**
ONE TIME DELIVERY CHARGE FOR ADD. BARREL	-	25.43	25.43	2.83	**28.26***

***One-time charge**

SINGLE-FAMILY (2-4 UNITS)

Waste Type — *For Non-Organic Waste and Organic Waste Collection*

Container Type — *Customers can have up to seven 32-gallon Barrels **per unit** and can choose a mix of Black Barrels (for Non-Organic Waste) and Green Barrels (for Organic Waste) with a minimum of one Barrel of each color **per unit**. Additional Barrels, after seven **per unit**, require additional fees. There is no change in rate for having less than seven Barrels **per unit**.*

Frequency — *1x Collection per week (minimum and maximum)*

	DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
2 UNITS	15.59	70.51	86.10	9.57	**$95.67**
3 UNITS	19.09	84.57	103.66	11.52	**$115.18**
4 UNITS	22.50	98.62	121.12	13.46	**$134.58**
EACH ADDITIONAL 32-GALLON BARREL	3.19	3.68	6.87	0.76	**$7.63**
ONE TIME DELIVERY CHARGE FOR ADD. BARREL	-	25.43	25.43	2.83	**28.26***

***One-time charge**

MULTI-FAMILY (5+ UNITS) - MANUAL BARREL COLLECTION SERVICES ARE NOT OFFERED TO MULTI-FAMILY CUSTOMERS

COMMERCIAL - SEE COMMERCIAL COLLECTION BELOW FOR MANUAL BARREL COLLECTION OPTIONS

AUTOMATED BIN COLLECTION (Non-Organic Waste)

SINGLE-FAMILY (1 UNIT)

Waste Type — *For Non-Organic Waste Collection. Organic Waste Collection Service is required in addition to this Non-Organic Waste Collection Service.*

Container Type — *Option of 1.5 yard, 2 yard, 3 yard, 4 yard, and 6 yard Bin*

Frequency — *Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week*

Required Additional Services/Fee — *Organic Waste Collection Service is required in addition to this Non-Organic Waste Collection Service.*

		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
1.5 YARD BIN	1X per week	31.99	98.03	130.02	14.45	**$144.47**
	2X per week	64.03	174.04	238.07	26.45	**$264.52**
	3X per week	96.06	215.84	311.90	34.66	**$346.56**
	4X per week	128.15	257.49	385.64	42.85	**$428.49**
	5X per week	160.18	299.28	459.46	51.05	**$510.51**
	6X per week	192.16	341.01	533.17	59.24	**$592.41**
2 YARD BIN	1X per week	42.44	103.39	145.83	16.20	**$162.03**
	2X per week	84.86	184.19	269.05	29.89	**$298.94**
	3X per week	127.33	229.58	356.91	39.66	**$396.57**
	4X per week	169.79	274.81	444.60	49.40	**$494.00**
	5X per week	212.22	320.23	532.45	59.16	**$591.61**

	6X per week	254.68	365.54	620.22	68.91	**$689.13**
3 YARD BIN	1X per week	64.10	145.44	209.54	23.28	**$232.82**
	2X per week	128.19	171.80	299.99	33.33	**$333.32**
	3X per week	192.32	197.96	390.28	43.36	**$433.64**
	4X per week	256.45	235.62	492.07	54.67	**$546.74**
	5X per week	320.53	279.13	599.66	66.63	**$666.29**
	6X per week	384.67	305.45	690.12	76.68	**$766.80**
4 YARD BIN	1X per week	75.39	170.21	245.60	27.29	**$272.89**
	2X per week	200.01	265.38	465.39	51.71	**$517.10**
	3X per week	339.41	345.76	685.17	76.13	**$761.30**
	4X per week	473.74	431.23	904.97	100.55	**$1,005.52**
	5X per week	603.45	521.31	1124.76	124.97	**$1,249.73**
	6X per week	751.96	592.61	1344.57	149.40	**$1,493.97**
6 YARD BIN	1X per week	99.15	222.38	321.53	35.73	**$357.26**
	2X per week	261.93	346.09	608.02	67.56	**$675.58**
	3X per week	443.84	450.70	894.54	99.39	**$993.93**
	4X per week	619.01	562.03	1181.04	131.23	**$1,312.27**
	5X per week	788.13	679.42	1467.55	163.06	**$1,630.61**
	6X per week	981.76	772.27	1754.03	194.89	**$1,948.92**

MULTI-UNIT DWELLINGS (2 UNITS OR MORE)

Waste Type	*For Non-Organic Waste Collection. Organic Waste Collection Service is required in addition to this Non-Organic Waste Collection Service.*
Container Type	*Option of 1.5 yard, 2 yard, 3 yard, 4 yard, or 6 yard Bin*
Frequency	*Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week*
Required Additional Services/Fee	*Monthly Bin Rental Fee must be added to monthly service charge. Organic Waste Collection Service is required in addition to this Non-Organic Waste Collection Service.*

		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
BIN RENTAL FEE (in addition to per unit charge below)						
	1.5 YARD BIN	5.16	21.73	26.89	2.99	**$29.88**
	2 YARD BIN	7.09	29.46	36.55	4.06	**$40.61**
	3 YARD BIN	10.42	43.32	53.74	5.97	**$59.71**
	*4 YARD BIN	13.75	57.17	70.92	7.88	**$78.80**
	*6 YARD BIN	17.08	71.02	88.10	9.79	**$97.89**
		*Scout Service not available due to Bin Size				
1X PER WEEK	2 UNITS	15.59	70.51	86.10	9.57	**$95.67**
	3 UNITS	19.09	84.57	103.66	11.52	**$115.18**
	4 UNITS	22.50	98.62	121.12	13.46	**$134.58**
	5 UNITS	25.85	112.43	138.28	15.36	**$153.64**
	6 UNITS	28.06	121.96	150.02	16.67	**$166.69**
	7 UNITS	29.96	129.70	159.66	17.74	**$177.40**
	8 UNITS	31.74	137.54	169.28	18.81	**$188.09**
	9 UNITS	33.68	145.42	179.10	19.90	**$199.00**
	10 UNITS	35.54	153.19	188.73	20.97	**$209.70**
	11 UNITS	37.46	161.08	198.54	22.06	**$220.60**
	12 UNITS	39.26	168.79	208.05	23.12	**$231.17**
	13+ UNITS (add per unit)	3.20	13.16	16.36	1.82	**$18.18**
2X PER WEEK	2 UNITS	38.83	167.00	205.83	22.87	**$228.70**
	3 UNITS	40.91	175.80	216.71	24.08	**$240.79**
	4 UNITS	43.05	184.65	227.70	25.30	**$253.00**
	5 UNITS	45.16	193.45	238.61	26.51	**$265.12**
	6 UNITS	47.04	201.27	248.31	27.59	**$275.90**
	7 UNITS	49.16	210.10	259.26	28.81	**$288.07**

	8 UNITS	51.26	218.84	270.10	30.01	**$300.11**
	9 UNITS	53.32	227.57	280.89	31.21	**$312.10**
	10 UNITS	55.51	236.29	291.80	32.42	**$324.22**
	11 UNITS	57.63	245.05	302.68	33.63	**$336.31**
	12 UNITS	59.60	253.82	313.42	34.82	**$348.24**
	13+ UNITS (add per unit)	4.81	19.74	24.55	2.73	**$27.28**
3X PER WEEK	2 UNITS	66.07	283.49	349.56	38.84	**$388.40**
	3 UNITS	69.57	297.55	367.12	40.79	**$407.91**
	4 UNITS	72.98	311.60	384.58	42.73	**$427.31**
	5 UNITS	76.33	325.41	401.74	44.64	**$446.38**
	6 UNITS	78.92	334.32	413.24	45.92	**$459.16**
	7 UNITS	80.83	342.14	422.97	47.00	**$469.97**
	8 UNITS	82.73	350.07	432.80	48.09	**$480.89**
	9 UNITS	84.51	357.69	442.20	49.13	**$491.33**
	10 UNITS	86.65	366.09	452.74	50.30	**$503.04**
	11 UNITS	88.65	374.25	462.90	51.43	**$514.33**
	12 UNITS	90.54	382.94	473.48	52.61	**$526.09**
	13+ UNITS (add per unit)	6.31	26.39	32.70	3.63	**$36.33**
4X PER WEEK	2 UNITS	97.31	419.99	517.30	57.48	**$574.78**
	3 UNITS	99.39	428.78	528.17	58.69	**$586.86**
	4 UNITS	101.53	437.63	539.16	59.91	**$599.07**
	5 UNITS	103.64	446.43	550.07	61.12	**$611.19**
	6 UNITS	105.52	454.25	559.77	62.20	**$621.97**
	7 UNITS	107.64	463.08	570.72	63.41	**$634.13**
	8 UNITS	109.74	471.82	581.56	64.62	**$646.18**
	9 UNITS	111.80	480.55	592.35	65.82	**$658.17**
	10 UNITS	113.99	489.27	603.26	67.03	**$670.29**
	11 UNITS	116.11	498.03	614.14	68.24	**$682.38**
	12 UNITS	118.08	506.80	624.88	69.43	**$694.31**
	13+ UNITS (add per unit)	7.84	33.02	40.86	4.54	**$45.40**
5X PER WEEK	2 UNITS	132.55	576.48	709.03	78.78	**$787.81**
	3 UNITS	136.05	590.54	726.59	80.73	**$807.32**
	4 UNITS	139.46	604.59	744.05	82.67	**$826.72**
	5 UNITS	142.81	618.39	761.20	84.58	**$845.78**
	6 UNITS	145.40	627.30	772.70	85.86	**$858.56**
	7 UNITS	147.31	635.12	782.43	86.94	**$869.37**
	8 UNITS	149.21	643.06	792.27	88.03	**$880.30**
	9 UNITS	150.99	650.68	801.67	89.07	**$890.74**
	10 UNITS	153.13	659.07	812.20	90.24	**$902.44**
	11 UNITS	155.13	667.23	822.36	91.37	**$913.73**
	12 UNITS	157.02	675.93	832.95	92.55	**$925.50**
	13+ UNITS (add per unit)	9.37	39.65	49.02	5.45	**$54.47**
6X PER WEEK	2 UNITS	171.79	752.97	924.76	102.75	**$1,027.51**
	3 UNITS	173.87	761.77	935.64	103.96	**$1,039.60**
	4 UNITS	176.01	770.61	946.62	105.18	**$1,051.80**
	5 UNITS	178.12	779.42	957.54	106.39	**$1,063.93**
	6 UNITS	180.00	787.23	967.23	107.47	**$1,074.70**
	7 UNITS	182.12	796.06	978.18	108.69	**$1,086.87**
	8 UNITS	184.22	804.80	989.02	109.89	**$1,098.91**
	9 UNITS	186.28	813.53	999.81	111.09	**$1,110.90**
	10 UNITS	188.47	822.26	1010.73	112.30	**$1,123.03**
	11 UNITS	190.59	831.02	1021.61	113.51	**$1,135.12**

	12 UNITS	192.56	839.79	1032.35	114.71	**$1,147.06**
	13+ UNITS (add per unit)	10.90	46.28	57.18	6.35	**$63.53**
COMMERCIAL						
Waste Type	*For Non-Organic Waste Collection. Organic Waste Collection Service is required in addition to this Organic Waste Collection Service.*					
Container Type	*Option of 32-gallon Barrel, 1.5 yard, 2 yard, 3 yard, 4 yard, 6 yard, or 3 yard compactor Bin*					
Frequency	*Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week*					
Required Additional Services/Fee	*Organic Waste Collection Service is required in addition to this Non-Organic Waste Collection Service.*					
		DISPOSAL COMPONENT	**OPERATIONS COMPONENT**	**DISPOSAL + OPERATIONS COMPONENTS**	**FRANCHISE FEE COMPONENT**	**TOTAL MONTHLY RATE**
1.5 YARD BIN	1X per week	31.99	98.03	130.02	14.45	**$144.47**
	2X per week	64.03	174.04	238.07	26.45	**$264.52**
	3X per week	96.06	215.84	311.90	34.66	**$346.56**
	4X per week	128.15	257.49	385.64	42.85	**$428.49**
	5X per week	160.18	299.28	459.46	51.05	**$510.51**
	6X per week	192.16	341.01	533.17	59.24	**$592.41**
2 YARD BIN	1X per week	42.44	103.39	145.83	16.20	**$162.03**
	2X per week	84.86	184.19	269.05	29.89	**$298.94**
	3X per week	127.33	229.58	356.91	39.66	**$396.57**
	4X per week	169.79	274.81	444.60	49.40	**$494.00**
	5X per week	212.22	320.23	532.45	59.16	**$591.61**
	6X per week	254.68	365.54	620.22	68.91	**$689.13**
3 YARD BIN	1X per week	64.10	145.44	209.54	23.28	**$232.82**
	2X per week	128.19	171.80	299.99	33.33	**$333.32**
	3X per week	192.32	197.96	390.28	43.36	**$433.64**
	4X per week	256.45	235.62	492.07	54.67	**$546.74**
	5X per week	320.53	279.13	599.66	66.63	**$666.29**
	6X per week	384.67	305.45	690.12	76.68	**$766.80**
4 YARD BIN	1X per week	75.39	170.21	245.60	27.29	**$272.89**
	2X per week	200.01	265.38	465.39	51.71	**$517.10**
	3X per week	339.41	345.76	685.17	76.13	**$761.30**
	4X per week	473.74	431.23	904.97	100.55	**$1,005.52**
	5X per week	603.45	521.31	1124.76	124.97	**$1,249.73**
	6X per week	751.96	592.61	1344.57	149.40	**$1,493.97**
6 YARD BIN	1X per week	99.15	222.38	321.53	35.73	**$357.26**
	2X per week	261.93	346.09	608.02	67.56	**$675.58**
	3X per week	443.84	450.70	894.54	99.39	**$993.93**
	4X per week	619.01	562.03	1181.04	131.23	**$1,312.27**
	5X per week	788.13	679.42	1467.55	163.06	**$1,630.61**
	6X per week	981.76	772.27	1754.03	194.89	**$1,948.92**
3 YARD COMPACTOR BIN	1X per week	192.30	149.83	342.13	38.01	**$380.14**
	2X per week	384.58	180.58	565.16	62.80	**$627.96**
	3X per week	576.97	211.13	788.10	87.57	**$875.67**
	4X per week	769.37	253.17	1022.54	113.62	**$1,136.16**
	5X per week	961.62	301.09	1262.71	140.30	**$1,403.01**
	6X per week	1154.01	331.80	1485.81	165.09	**$1,650.90**
COMMERCIAL MANUAL BARREL COLLECTION (PER BARREL)						
	1X per week	14.56	66.98	81.54	9.06	**$90.60**

ORGANICS COLLECTION

The organics collection services below are required for all single-family customers with automated bin service, multi-family customers, and commercial customers.

FOR SINGLE-FAMILY, MULTI-FAMILY, AND COMMERCIAL CUSTOMERS WITH AUTOMATED BIN COLLECTION

Waste Type — *For Organic Waste Collection Only (Food Scraps, Food-soiled Paper, Green Waste, etc.). Non-Organic Waste Collection Service is required in addition to this Organic Waste Collection Service.*

Container Type — *Option of 64-gallon Cart, 1.5 yard Bin, 2 yard Bin, or Roll-off (3 or 3+ yard Bins are not offered for Organics Collection)*

Frequency — *Option of 1x, 2x, 3x, 4x, or 5x Collections per week*

		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
64-GALLON CART (PRIMARY)	1X per week	-	160.76	160.76	17.86	**$178.62**
	2X per week	-	280.69	280.69	31.19	**$311.88**
	3X per week	-	400.60	400.60	44.51	**$445.11**
	4X per week	-	520.54	520.54	57.84	**$578.38**
	5X per week	-	640.46	640.46	71.16	**$711.62**
64-GALLON CART (EACH ADDITIONAL)	1X per week	-	136.31	136.31	15.15	**$151.46**
	2X per week	-	238.67	238.67	26.52	**$265.19**
	3X per week	-	341.10	341.10	37.90	**$379.00**
	4X per week	-	443.47	443.47	49.27	**$492.74**
	5X per week	-	545.88	545.88	60.65	**$606.53**
1.5 YARD BIN (PRIMARY)	1X per week	-	337.40	337.40	37.49	**$374.89**
	2X per week	-	655.15	655.15	72.79	**$727.94**
	3X per week	-	974.54	974.54	108.28	**$1,082.82**
	4X per week	-	1292.28	1292.28	143.59	**$1,435.87**
	5X per week	-	1611.67	1611.67	179.07	**$1,790.74**
1.5 YARD BIN (EACH ADDITIONAL)	1X per week	-	276.88	276.88	30.76	**$307.64**
	2X per week	-	539.80	539.80	59.98	**$599.78**
	3X per week	-	804.55	804.55	89.39	**$893.94**
	4X per week	-	1067.70	1067.70	118.63	**$1,186.33**
	5X per week	-	1332.43	1332.43	148.05	**$1,480.48**
2 YARD BIN (PRIMARY)	1X per week	-	399.64	399.64	44.40	**$444.04**
	2X per week	-	779.63	779.63	86.63	**$866.26**
	3X per week	-	1157.98	1157.98	128.66	**$1,286.64**
	4X per week	-	1537.96	1537.96	170.88	**$1,708.84**
	5X per week	-	1917.95	1917.95	213.11	**$2,131.06**
2 YARD BIN (EACH ADDITIONAL)	1X per week	-	312.29	312.29	34.70	**$346.99**
	2X per week	-	613.04	613.04	68.12	**$681.16**
	3X per week	-	913.31	913.31	101.48	**$1,014.79**
	4X per week	-	1214.46	1214.46	134.94	**$1,349.40**
	5X per week	-	1516.00	1516.00	168.44	**$1,684.44**
ORGANICS OPEN ROLL-OFF OR COMPACTOR ROLL-OFF						
	Haul Rate		304.20	304.20	33.80	**$338.00**
	Disposal/Ton Rate		153.79	153.79	17.09	**$170.88**

CITY OF SOUTH PASADENA
1414 MISSION STREET, SOUTH PASADENA, CA 91030
TEL: (626) 403-7210 ▪ FAX: (626) 403-7211
WWW.SOUTHPASADENACA.GOV

CITY OF SOUTH PASADENA
Public Works Department
1414 Mission Street
South Pasadena, CA 91030-3298

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INSIDE

Notice of Public Hearing On Proposed Increases to the Maximum Service Rates for Solid Waste Services

December 18, 2024 • 7:00 p.m.

City Hall Council Chambers
1424 Mission Street
South Pasadena, CA 91030

NOTICE OF PUBLIC HEARING IN CONNECTION WITH PROPOSED INCREASES TO THE MAXIMUM SERVICE RATES FOR SOLID WASTE SERVICES

Dear City of South Pasadena Customer/Owner of Record:

This notice is to inform you of a public hearing on proposed rate increases due to the rising costs of providing solid waste services in the City of South Pasadena.

See inside for complete details.



PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, December 18, 2024, at 7:00 p.m.**, or as soon thereafter as the matter may be heard, the City Council of the City of South Pasadena will hold a public hearing in the Council Chambers of City Hall, 1424 Mission Street, South Pasadena, CA 91030, to consider increasing the Maximum Service Rates ("Rates") for the collection, transfer, transportation, recycling, processing, and disposal of solid waste ("Solid Waste Services").

The public hearing will be conducted in accordance with California Constitution Article XIII D, Section 6 (also known as Proposition 218). This notice is being sent to record owners of properties in the City that are subject to the Rates and to tenants that are directly responsible for paying for Solid Waste Services. As a result, you may receive duplicates of this notice.

Please check the agenda for the December 18, 2024 City Council meeting once it is posted on the City's website for additional information about how you can participate in the public hearing. Currently, members of the public have the option to participate in City Council meetings in person or virtually via Zoom or written public comment.

THE PROPOSED INCREASES TO THE MAXIMUM SERVICE RATES

The City currently contracts with a private solid waste hauler, Arakelian Enterprises, Inc. (dba Athens Services) ("Athens"), to provide Solid Waste Services. On October 2, 2024, the City Council approved a new agreement with Athens to provide Solid Waste Services ("Agreement"). The new Agreement will help ensure that the City complies with State law, including Senate Bill (SB)1383, the Short-Lived Climate Pollutant Reduction Act, and the SB 1383 Regulations, which require the City to provide organic waste collection services. The City is proposing the Rate increases to cover the cost of providing Solid Waste Services under the new Agreement. The new Agreement will not become effective unless the City Council approves the proposed Rate increases.

The proposed increased Rates are shown on the attached chart. Each Rate applies to a specific type and frequency of service, and is calculated by adding together the Operations Component, Disposal Component (if applicable), and the Franchise Fee Component. The Operations Component includes Athens' costs of collecting and transporting Solid Waste, the Disposal Component includes Athens' per ton costs of processing and disposing of Solid Waste, and the Franchise Fee Component is calculated as ten percent (10%) of the Rate.

If approved by the City Council, the initial Rate increases will become effective on January 1, 2025. In addition, on July 1, 2025, July 1, 2026, July 1, 2027 and July 1, 2028, without holding additional public hearings, the Operations Component may be adjusted by an amount not to exceed the percentage change in the Consumer Price Index (CPI) for the immediately previous 12-month period (March through February). For purposes of the adjustment, the CPI is the Consumer Price Index for All Urban Consumers Series ID: CUURS49ASA0, Not Seasonally Adjusted, All Items, Los Angeles-Long Beach-Anaheim, CA as maintained and published by the United States Bureau of Labor Statistics, or its successor index. Also, the Disposal Component may be adjusted in proportion to the increase or decrease in costs as determined by the percentage change in gate rates or tipping fees (including but not limited to all taxes and surcharges) at the appropriate facility(ies) not to exceed the percentage change in the CPI, as described above. Therefore, on each July 1st from 2025 through 2028, each Rate may be adjusted by an amount not to exceed the percentage change in the CPI as described above.

Examples of changes to Rates on January 1, 2025

The table below shows examples of proposed new Rates for single-family, multi-family and commercial customers. The Monthly Rate for single-family customers with manual barrel service is a flat fee that includes weekly organic and non-organic collection services. The Rates for other customers are based on the container size, frequency, and type of service. Per SB 1383 Regulations, single-family customers with automated bin collection and multi-family and commercial customers must subscribe for both non-organic and organic collection services. To view the complete current rate schedules, visit www.SouthPasadenaCA.gov.

Examples of Non-Organic and Organic Collection Rate Changes for Different Service Levels effective January 1, 2025

	Current Total Monthly Rate	Proposed Monthly Rate	Proposed Organic Service Monthly Rate	Proposed Total Monthly Rate
Single-Family (1 unit) Manual Barrel Service	$57.09	$70.71	Included	$70.71

	Current Total Monthly Rate (Non-Organic Service Only)	Proposed Non-Organic Service Monthly Rate	Proposed Organic Service Monthly Rate	Proposed Total Monthly Rate (Non-Organic + Organic Services)
Multi-Family (5 units) 1.5-yard bin, 1x/week	$152.39*	$183.52*	64-gal cart 1x/week $178.62	$362.14
Multi-Family (8 units) 3-yard bin, 2x/week	$299.35*	$359.82*	1.5-yard bin 1x/week $374.89	$734.71

*Includes Bin Rental Fee (Multi-Family only)

	Current Total Monthly Rate (Non-Organic Service only)	Proposed Non-Organic Service Monthly Rate	Proposed Organic Service Monthly Rate	Proposed Total Monthly Rate (Non-Organic + Organic Services)
Commercial 3-yard bin, 1x/week	$202.45	$232.82	64-gal cart 1x/week $178.62	$411.44
Commercial 2-yard bin, 3x/week	$345.13	$396.57	64-gal cart 2x/week $311.88	$708.45

PUBLIC HEARING AND PROTEST PROCESS

At the public hearing, the City Council will hear and consider all objections or protests to the proposed Rate increases. Any record owner of property subject to the Rates and any tenant that is directly liable for paying for Solid Waste Services (each, a "customer") may submit a written protest against the proposed Rate increases. If a parcel has more than one customer, only one written protest against the proposed Rate increases will be counted in determining the existence of a majority protest against the proposed Rate increases. A majority protest against the proposed Rate increases will exist if at the end of the public hearing, there are written protests submitted (and not withdrawn) by a majority of the customers subject to the proposed Rate increases. The City Council cannot adopt the proposed Rate increases if a majority protest exists.

How to Submit a Written Protest. To be counted in determining the existence of a majority protest against the proposed Rate increases, a protest must: (1) be in writing, (2) identify the parcel subject to the proposed Rate increases (by assessor's parcel number or service street address), (3) state opposition to the proposed Rate increases, and (4) include the name and original signature of the customer submitting the protest.

Written protests may be delivered in person to the City Clerk during the public hearing. Written protests may also be submitted prior to the public hearing by mail or personal delivery to the Office of the City Clerk at 1414 Mission Street, South Pasadena, CA 91030. Protests that are mailed or delivered to the Office of the City Clerk must be received (not postmarked) at City Hall prior to 12:00 p.m. on December 18, 2024 to be counted. Emailed and faxed protests will not be accepted.

If you have any questions regarding the proposed Rate increases or would like to view the current rate schedule, please contact the City of South Pasadena Public Works Department at (626) 403-7240 or visit www.SouthPasadenaCA.gov.

CITY OF SOUTH PASADENA
PROPOSED SCHEDULE OF RATES
EFFECTIVE JANUARY 1, 2025*
*Rates may escalate on July 1, 2025, July 1, 2026, July 1, 2027, and July 1, 2028

MANUAL BARREL COLLECTION (Non-Organic Waste + Organic Waste)

SINGLE-FAMILY (1 UNIT)

Waste Type — *For Non-Organic and Organic Waste Collection*
Container Type — *Customers can have up to seven 32-gallon Barrels and can choose a mix of Black Barrels (for Non-Organic Waste) and Green Barrels (for Organic Waste) with a minimum of one Barrel of each color. Additional Barrels, after seven, require additional fees. There is no change in rate for having less than seven Barrels.*
Frequency — *1x Collection per week (minimum and maximum)*

	DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
1 UNIT	11.75	51.89	63.64	7.07	**$70.71**
EACH ADDITIONAL 32-GALLON BARREL	3.19	3.68	6.87	0.76	**$7.63**
ONE TIME DELIVERY CHARGE FOR ADD. BARREL	-	25.43	25.43	2.83	**28.26***

***One-time charge**

SINGLE-FAMILY (2-4 UNITS)

Waste Type — *For Non-Organic Waste and Organic Waste Collection*
Container Type — *Customers can have up to seven 32-gallon Barrels **per unit** and can choose a mix of Black Barrels (for Non-Organic Waste) and Green Barrels (for Organic Waste) with a minimum of one Barrel of each color **per unit**. Additional Barrels, after seven **per unit**, require additional fees. There is no change in rate for having less than seven Barrels **per unit**.*
Frequency — *1x Collection per week (minimum and maximum)*

	DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
2 UNITS	15.59	70.51	86.10	9.57	**$95.67**
3 UNITS	19.09	84.57	103.66	11.52	**$115.18**
4 UNITS	22.50	98.62	121.12	13.46	**$134.58**
EACH ADDITIONAL 32-GALLON BARREL	3.19	3.68	6.87	0.76	**$7.63**
ONE TIME DELIVERY CHARGE FOR ADD. BARREL	-	25.43	25.43	2.83	**28.26***

***One-time charge**

MULTI-FAMILY (5+ UNITS) - MANUAL BARREL COLLECTION SERVICES ARE NOT OFFERED TO MULTI-FAMILY CUSTOMERS

COMMERCIAL - SEE COMMERCIAL COLLECTION BELOW FOR MANUAL BARREL COLLECTION OPTIONS

AUTOMATED BIN COLLECTION (Non-Organic Waste)

SINGLE-FAMILY (1 UNIT)

Waste Type — *For Non-Organic Waste Collection. Organic Waste Collection Service is required in addition to this Non-Organic Waste Collection Service.*
Container Type — *Option of 1.5 yard, 2 yard, 3 yard, 4 yard, and 6 yard Bin*
Frequency — *Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week*
Required Additional Services/Fee — *Organic Waste Collection Service is required in addition to this Non-Organic Waste Collection Service.*

		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
1.5 YARD BIN	1X per week	31.99	98.03	130.02	14.45	**$144.47**
	2X per week	64.03	174.04	238.07	26.45	**$264.52**
	3X per week	96.06	215.84	311.90	34.66	**$346.56**
	4X per week	128.15	257.49	385.64	42.85	**$428.49**
	5X per week	160.18	299.28	459.46	51.05	**$510.51**
	6X per week	192.16	341.01	533.17	59.24	**$592.41**
2 YARD BIN	1X per week	42.44	103.39	145.83	16.20	**$162.03**
	2X per week	84.86	184.19	269.05	29.89	**$298.94**
	3X per week	127.33	229.58	356.91	39.66	**$396.57**
	4X per week	169.79	274.81	444.60	49.40	**$494.00**
	5X per week	212.22	320.23	532.45	59.16	**$591.61**

	6X per week	254.68	365.54	620.22	68.91	**$689.13**
3 YARD BIN	1X per week	64.10	145.44	209.54	23.28	**$232.82**
	2X per week	128.19	171.80	299.99	33.33	**$333.32**
	3X per week	192.32	197.96	390.28	43.36	**$433.64**
	4X per week	256.45	235.62	492.07	54.67	**$546.74**
	5X per week	320.53	279.13	599.66	66.63	**$666.29**
	6X per week	384.67	305.45	690.12	76.68	**$766.80**
4 YARD BIN	1X per week	75.39	170.21	245.60	27.29	**$272.89**
	2X per week	200.01	265.38	465.39	51.71	**$517.10**
	3X per week	339.41	345.76	685.17	76.13	**$761.30**
	4X per week	473.74	431.23	904.97	100.55	**$1,005.52**
	5X per week	603.45	521.31	1124.76	124.97	**$1,249.73**
	6X per week	751.96	592.61	1344.57	149.40	**$1,493.97**
6 YARD BIN	1X per week	99.15	222.38	321.53	35.73	**$357.26**
	2X per week	261.93	346.09	608.02	67.56	**$675.58**
	3X per week	443.84	450.70	894.54	99.39	**$993.93**
	4X per week	619.01	562.03	1181.04	131.23	**$1,312.27**
	5X per week	788.13	679.42	1467.55	163.06	**$1,630.61**
	6X per week	981.76	772.27	1754.03	194.89	**$1,948.92**

MULTI-UNIT DWELLINGS (2 UNITS OR MORE)

Waste Type	*For Non-Organic Waste Collection. Organic Waste Collection Service is required in addition to this Non-Organic Waste Collection Service.*
Container Type	*Option of 1.5 yard, 2 yard, 3 yard, 4 yard, or 6 yard Bin*
Frequency	*Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week*
Required Additional Services/Fee	*Monthly Bin Rental Fee must be added to monthly service charge. Organic Waste Collection Service is required in addition to this Non-Organic Waste Collection Service.*

		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
BIN RENTAL FEE (in addition to per unit charge below)						
	1.5 YARD BIN	5.16	21.73	26.89	2.99	**$29.88**
	2 YARD BIN	7.09	29.46	36.55	4.06	**$40.61**
	3 YARD BIN	10.42	43.32	53.74	5.97	**$59.71**
	*4 YARD BIN	13.75	57.17	70.92	7.88	**$78.80**
	*6 YARD BIN	17.08	71.02	88.10	9.79	**$97.89**
		*Scout Service not available due to Bin Size				
1X PER WEEK	2 UNITS	15.59	70.51	86.10	9.57	**$95.67**
	3 UNITS	19.09	84.57	103.66	11.52	**$115.18**
	4 UNITS	22.50	98.62	121.12	13.46	**$134.58**
	5 UNITS	25.85	112.43	138.28	15.36	**$153.64**
	6 UNITS	28.06	121.96	150.02	16.67	**$166.69**
	7 UNITS	29.96	129.70	159.66	17.74	**$177.40**
	8 UNITS	31.74	137.54	169.28	18.81	**$188.09**
	9 UNITS	33.68	145.42	179.10	19.90	**$199.00**
	10 UNITS	35.54	153.19	188.73	20.97	**$209.70**
	11 UNITS	37.46	161.08	198.54	22.06	**$220.60**
	12 UNITS	39.26	168.79	208.05	23.12	**$231.17**
	13+ UNITS (add per unit)	3.20	13.16	16.36	1.82	**$18.18**
2X PER WEEK	2 UNITS	38.83	167.00	205.83	22.87	**$228.70**
	3 UNITS	40.91	175.80	216.71	24.08	**$240.79**
	4 UNITS	43.05	184.65	227.70	25.30	**$253.00**
	5 UNITS	45.16	193.45	238.61	26.51	**$265.12**
	6 UNITS	47.04	201.27	248.31	27.59	**$275.90**
	7 UNITS	49.16	210.10	259.26	28.81	**$288.07**

	8 UNITS	51.26	218.84	270.10	30.01	**$300.11**
	9 UNITS	53.32	227.57	280.89	31.21	**$312.10**
	10 UNITS	55.51	236.29	291.80	32.42	**$324.22**
	11 UNITS	57.63	245.05	302.68	33.63	**$336.31**
	12 UNITS	59.60	253.82	313.42	34.82	**$348.24**
	13+ UNITS (add per unit)	4.81	19.74	24.55	2.73	**$27.28**
3X PER WEEK	2 UNITS	66.07	283.49	349.56	38.84	**$388.40**
	3 UNITS	69.57	297.55	367.12	40.79	**$407.91**
	4 UNITS	72.98	311.60	384.58	42.73	**$427.31**
	5 UNITS	76.33	325.41	401.74	44.64	**$446.38**
	6 UNITS	78.92	334.32	413.24	45.92	**$459.16**
	7 UNITS	80.83	342.14	422.97	47.00	**$469.97**
	8 UNITS	82.73	350.07	432.80	48.09	**$480.89**
	9 UNITS	84.51	357.69	442.20	49.13	**$491.33**
	10 UNITS	86.65	366.09	452.74	50.30	**$503.04**
	11 UNITS	88.65	374.25	462.90	51.43	**$514.33**
	12 UNITS	90.54	382.94	473.48	52.61	**$526.09**
	13+ UNITS (add per unit)	6.31	26.39	32.70	3.63	**$36.33**
4X PER WEEK	2 UNITS	97.31	419.99	517.30	57.48	**$574.78**
	3 UNITS	99.39	428.78	528.17	58.69	**$586.86**
	4 UNITS	101.53	437.63	539.16	59.91	**$599.07**
	5 UNITS	103.64	446.43	550.07	61.12	**$611.19**
	6 UNITS	105.52	454.25	559.77	62.20	**$621.97**
	7 UNITS	107.64	463.08	570.72	63.41	**$634.13**
	8 UNITS	109.74	471.82	581.56	64.62	**$646.18**
	9 UNITS	111.80	480.55	592.35	65.82	**$658.17**
	10 UNITS	113.99	489.27	603.26	67.03	**$670.29**
	11 UNITS	116.11	498.03	614.14	68.24	**$682.38**
	12 UNITS	118.08	506.80	624.88	69.43	**$694.31**
	13+ UNITS (add per unit)	7.84	33.02	40.86	4.54	**$45.40**
5X PER WEEK	2 UNITS	132.55	576.48	709.03	78.78	**$787.81**
	3 UNITS	136.05	590.54	726.59	80.73	**$807.32**
	4 UNITS	139.46	604.59	744.05	82.67	**$826.72**
	5 UNITS	142.81	618.39	761.20	84.58	**$845.78**
	6 UNITS	145.40	627.30	772.70	85.86	**$858.56**
	7 UNITS	147.31	635.12	782.43	86.94	**$869.37**
	8 UNITS	149.21	643.06	792.27	88.03	**$880.30**
	9 UNITS	150.99	650.68	801.67	89.07	**$890.74**
	10 UNITS	153.13	659.07	812.20	90.24	**$902.44**
	11 UNITS	155.13	667.23	822.36	91.37	**$913.73**
	12 UNITS	157.02	675.93	832.95	92.55	**$925.50**
	13+ UNITS (add per unit)	9.37	39.65	49.02	5.45	**$54.47**
6X PER WEEK	2 UNITS	171.79	752.97	924.76	102.75	**$1,027.51**
	3 UNITS	173.87	761.77	935.64	103.96	**$1,039.60**
	4 UNITS	176.01	770.61	946.62	105.18	**$1,051.80**
	5 UNITS	178.12	779.42	957.54	106.39	**$1,063.93**
	6 UNITS	180.00	787.23	967.23	107.47	**$1,074.70**
	7 UNITS	182.12	796.06	978.18	108.69	**$1,086.87**
	8 UNITS	184.22	804.80	989.02	109.89	**$1,098.91**
	9 UNITS	186.28	813.53	999.81	111.09	**$1,110.90**
	10 UNITS	188.47	822.26	1010.73	112.30	**$1,123.03**
	11 UNITS	190.59	831.02	1021.61	113.51	**$1,135.12**

	12 UNITS	192.56	839.79	1032.35	114.71	**$1,147.06**
	13+ UNITS (add per unit)	10.90	46.28	57.18	6.35	**$63.53**
COMMERCIAL						
Waste Type	*For Non-Organic Waste Collection. Organic Waste Collection Service is required in addition to this Organic Waste Collection Service.*					
Container Type	*Option of 32-gallon Barrel, 1.5 yard, 2 yard, 3 yard, 4 yard, 6 yard, or 3 yard compactor Bin*					
Frequency	*Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week*					
Required Additional Services/Fee	*Organic Waste Collection Service is required in addition to this Non-Organic Waste Collection Service.*					
		DISPOSAL COMPONENT	**OPERATIONS COMPONENT**	**DISPOSAL + OPERATIONS COMPONENTS**	**FRANCHISE FEE COMPONENT**	**TOTAL MONTHLY RATE**
1.5 YARD BIN	1X per week	31.99	98.03	130.02	14.45	**$144.47**
	2X per week	64.03	174.04	238.07	26.45	**$264.52**
	3X per week	96.06	215.84	311.90	34.66	**$346.56**
	4X per week	128.15	257.49	385.64	42.85	**$428.49**
	5X per week	160.18	299.28	459.46	51.05	**$510.51**
	6X per week	192.16	341.01	533.17	59.24	**$592.41**
2 YARD BIN	1X per week	42.44	103.39	145.83	16.20	**$162.03**
	2X per week	84.86	184.19	269.05	29.89	**$298.94**
	3X per week	127.33	229.58	356.91	39.66	**$396.57**
	4X per week	169.79	274.81	444.60	49.40	**$494.00**
	5X per week	212.22	320.23	532.45	59.16	**$591.61**
	6X per week	254.68	365.54	620.22	68.91	**$689.13**
3 YARD BIN	1X per week	64.10	145.44	209.54	23.28	**$232.82**
	2X per week	128.19	171.80	299.99	33.33	**$333.32**
	3X per week	192.32	197.96	390.28	43.36	**$433.64**
	4X per week	256.45	235.62	492.07	54.67	**$546.74**
	5X per week	320.53	279.13	599.66	66.63	**$666.29**
	6X per week	384.67	305.45	690.12	76.68	**$766.80**
4 YARD BIN	1X per week	75.39	170.21	245.60	27.29	**$272.89**
	2X per week	200.01	265.38	465.39	51.71	**$517.10**
	3X per week	339.41	345.76	685.17	76.13	**$761.30**
	4X per week	473.74	431.23	904.97	100.55	**$1,005.52**
	5X per week	603.45	521.31	1124.76	124.97	**$1,249.73**
	6X per week	751.96	592.61	1344.57	149.40	**$1,493.97**
6 YARD BIN	1X per week	99.15	222.38	321.53	35.73	**$357.26**
	2X per week	261.93	346.09	608.02	67.56	**$675.58**
	3X per week	443.84	450.70	894.54	99.39	**$993.93**
	4X per week	619.01	562.03	1181.04	131.23	**$1,312.27**
	5X per week	788.13	679.42	1467.55	163.06	**$1,630.61**
	6X per week	981.76	772.27	1754.03	194.89	**$1,948.92**
3 YARD COMPACTOR BIN	1X per week	192.30	149.83	342.13	38.01	**$380.14**
	2X per week	384.58	180.58	565.16	62.80	**$627.96**
	3X per week	576.97	211.13	788.10	87.57	**$875.67**
	4X per week	769.37	253.17	1022.54	113.62	**$1,136.16**
	5X per week	961.62	301.09	1262.71	140.30	**$1,403.01**
	6X per week	1154.01	331.80	1485.81	165.09	**$1,650.90**
COMMERCIAL MANUAL BARREL COLLECTION (PER BARREL)						
	1X per week	14.56	66.98	81.54	9.06	**$90.60**

ORGANICS COLLECTION

The organics collection services below are required for all single-family customers with automated bin service, multi-family customers, and commercial customers.

FOR SINGLE-FAMILY, MULTI-FAMILY, AND COMMERCIAL CUSTOMERS WITH AUTOMATED BIN COLLECTION

Waste Type — *For Organic Waste Collection Only (Food Scraps, Food-soiled Paper, Green Waste, etc.). Non-Organic Waste Collection Service is required in addition to this Organic Waste Collection Service.*

Container Type — *Option of 64-gallon Cart, 1.5 yard Bin, 2 yard Bin, or Roll-off (3 or 3+ yard Bins are not offered for Organics Collection)*

Frequency — *Option of 1x, 2x, 3x, 4x, or 5x Collections per week*

		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
64-GALLON CART (PRIMARY)	1X per week	-	160.76	160.76	17.86	**$178.62**
	2X per week	-	280.69	280.69	31.19	**$311.88**
	3X per week	-	400.60	400.60	44.51	**$445.11**
	4X per week	-	520.54	520.54	57.84	**$578.38**
	5X per week	-	640.46	640.46	71.16	**$711.62**
64-GALLON CART (EACH ADDITIONAL)	1X per week	-	136.31	136.31	15.15	**$151.46**
	2X per week	-	238.67	238.67	26.52	**$265.19**
	3X per week	-	341.10	341.10	37.90	**$379.00**
	4X per week	-	443.47	443.47	49.27	**$492.74**
	5X per week	-	545.88	545.88	60.65	**$606.53**
1.5 YARD BIN (PRIMARY)	1X per week	-	337.40	337.40	37.49	**$374.89**
	2X per week	-	655.15	655.15	72.79	**$727.94**
	3X per week	-	974.54	974.54	108.28	**$1,082.82**
	4X per week	-	1292.28	1292.28	143.59	**$1,435.87**
	5X per week	-	1611.67	1611.67	179.07	**$1,790.74**
1.5 YARD BIN (EACH ADDITIONAL)	1X per week	-	276.88	276.88	30.76	**$307.64**
	2X per week	-	539.80	539.80	59.98	**$599.78**
	3X per week	-	804.55	804.55	89.39	**$893.94**
	4X per week	-	1067.70	1067.70	118.63	**$1,186.33**
	5X per week	-	1332.43	1332.43	148.05	**$1,480.48**
2 YARD BIN (PRIMARY)	1X per week	-	399.64	399.64	44.40	**$444.04**
	2X per week	-	779.63	779.63	86.63	**$866.26**
	3X per week	-	1157.98	1157.98	128.66	**$1,286.64**
	4X per week	-	1537.96	1537.96	170.88	**$1,708.84**
	5X per week	-	1917.95	1917.95	213.11	**$2,131.06**
2 YARD BIN (EACH ADDITIONAL)	1X per week	-	312.29	312.29	34.70	**$346.99**
	2X per week	-	613.04	613.04	68.12	**$681.16**
	3X per week	-	913.31	913.31	101.48	**$1,014.79**
	4X per week	-	1214.46	1214.46	134.94	**$1,349.40**
	5X per week	-	1516.00	1516.00	168.44	**$1,684.44**
ORGANICS OPEN ROLL-OFF OR COMPACTOR ROLL-OFF						
	Haul Rate		304.20	304.20	33.80	**$338.00**
	Disposal/Ton Rate		153.79	153.79	17.09	**$170.88**

CITY OF SOUTH PASADENA
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City Council Agenda Report

ITEM NO. 17

DATE: October 2, 2024

FROM: Donald Penman, Interim City Manager

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

SUBJECT: **CONSIDERATION OF APPROVAL OF AN EXCLUSIVE SOLID WASTE HANDLING SERVICES AGREEMENT WITH ARAKELIAN ENTERPRISES, INC. (DBA ATHENS SERVICES) AND ADOPTION OF A RESOLUTION TO CONDUCT A PROPOSITION 218 PUBLIC HEARING**

Recommendation

It is recommended that the City Council:

1. Consider approval of the amended and restated agreement with Athens Services for Exclusive Solid Waste Handling Services in the final form approved by the City Attorney; and
2. Consider approval of a resolution directing staff to schedule a Proposition 218 public hearing to consider proposed solid waste rate increases and provide notice of the public hearing.

Executive Summary

City staff have been working with the City's franchise waste hauler, Athens Services, to update the current exclusive refuse service agreement (Agreement) to include additional services required by Senate Bill (SB) 1383.

On October 18, 2023, staff presented Athens' five proposed rate adjustment options/service models for meeting the requirements of SB 1383 to City Council. Staff received direction to maintain the current Backyard Service model with no changes to the contract term. City Council also requested two additional "Dumpster Days" and for Athens to forgo charges for bus barrel collection services and garage sweeping services.

City staff are proposing an amended and restated Agreement which combines all previous amendments and new SB 1383 services into one comprehensive agreement. The effectiveness of the new Agreement is contingent upon the City Council's approval of the proposed rate increases in the absence of a majority protest following a Proposition 218 public

hearing, which must be held at least 45 days after notice is mailed to the public. City staff recommends approval of a resolution setting the Proposition 218 public hearing date on November 20, 2024, or such other date selected by the City Manager.

Background

Senate Bill 1383

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 organics collection services and require all residents and businesses to divert organic waste (yard waste, food scraps, food-soiled paper, etc.) from landfills to recycling facilities starting January 1, 2022, as regulated by the California Department of Resources Recycling and Recovery (CalRecycle). In addition, SB 1383 requires jurisdictions to establish an edible food recovery program, conduct education and outreach to the community, procure recyclable and recovered organic waste products for use within the jurisdiction, secure access to recycling and edible food recovery capacity, and monitor compliance and conduct enforcement. Many jurisdictions delegate these tasks, in part, to their waste haulers.

Additional background information including information regarding the City's organic waste ordinance, the City's current exclusive refuse service agreement, the CalRecycle SB 1383 grant program, Athens' Contract Ad Hoc , the City's Notice of Intent to Comply, the City's Corrective Action Plan, Outreach and Community Meetings, and Council's direction on service levels can be found in the October 18, 2023 City Council Staff Report (Attachment 4).

Proposed Options and Direction for Agreement Update

City staff have been working with the City's franchise waste hauler, Athens, to update the Agreement, including the City's service rates and services, to accommodate the additional services required by Senate Bill 1383. Athens proposed a total of five different rate adjustment options/service models for meeting the requirements of SB 1383.

To assist staff in examining these options, the City retained the services of MSW Consultants and R3 Consulting (Consultants). After conducting a community feedback session and presenting an analysis of the five options to City Council, staff received direction to maintain the current service levels and contract terms as described with Option 1. In addition, City Council requested two additional "Dumpster Days" and for Athens to forgo charges for City bus barrel collection services and garage sweeping services.

City Council Selection of Option 1

City Council's selection of Option 1 maintains the City's Residential Manual Barrel Collection Service (aka "Backyard Service"). In addition, with this option:

1. Athens will institute a new residential & commercial 14.00% rate adjustment for SB 1383 compliance programs upon the effective date of the Agreement, in addition to the regular annual rate adjustment that occurs every July 1. SB 1383 compliance programs include:
    - Collection, transportation, and processing of source separated organics.
    - Quarterly contamination monitoring of organics containers (lid flipping).
    - Quarterly outreach & education (visits by Recycling Coordinators, newsletters, contamination follow-up).
    - Commercial account food recovery support (work with qualified commercial accounts to recover & distribute edible food).
    - Quarterly waste stream analysis (waste characterizations of different waste streams in the city).
    - Procurement support (assist City with procuring & using compost and reusable natural gas to help meet its annual procurement target for recovered organic waste products).
    - Data management & reporting of all SB 1383 programs (City interface with Athens web-based system, Cal Recycle reporting).
2. Athens will provide each resident with up to 7 new black and green, 32-gallon barrels for an additional 8.75% rate increase. Athens will replace the barrels at no cost as needed after 5 years.
3. Athens will institute discounted organic rates for all bin (dumpster) customers upon the effective date of the Agreement.
    - For all bin (dumpster) customers (commercial, multi-family, or residential) who require organics containers, Athens will provide multiple 36- and/or 64-gallon organics containers, per individual customer's service level needs.
    - Athens will provide these organics containers at discounted rates for the life of the Agreement, discounted 15% below the current "pay-as-you-throw" rates in the current rate schedule.
4. Most other aspects of the Agreement remain the same including the 7-year rolling term, regular annual CPI rate adjustment, fleet, 2-stream system, operations, and solid waste processing - with some additions/modifications to update the agreement language to reflect current service models and address new compliance requirements or reasonable requests from Athens and the City.

Analysis

City staff have drafted an amended and restated Agreement which combines all previous amendments and new SB 1383 services into one comprehensive Agreement. The new Agreement modernizes language, clarifies all services provided by Athens , updates outdated sections including insurance requirements, and aligns with the City's organics waste ordinance. In addition, the new Agreement includes the following:

Increase in Services

In addition to the added services for SB 1383 compliance (which include organics collection/processing for all customers, contamination monitoring, reporting, procurement support, etc.), the new Agreement also increases the frequency of bus barrel collection (which will address barrel overflowing issues), increases the number of free Senior Citizen Dumpster Weeks/Dumpster Days from two annually to four annually, and adds seven public parking lots to City sweeping services (which will assist City's compliance with stormwater regulations).

New Containers and Collection

Upon the effectiveness of the Agreement and per SB 1383 compliance services, Athens will procure and deploy new standardized 32-gallon barrels to all residential customers. Residential customers will have the opportunity to choose up to a total of 7 – minimum one of each - new black (solid waste: refuse + recyclables) or green barrels (organics: yard waste + food scraps). Athens will also collect and recycle old trash barrels if customers choose to discard their old barrels. Athens will conduct waste assessments for commercial and multi-family customers to assess service levels and to add an appropriately sized organics container.

Grant of Exclusivity, Construction and Demolition Debris

Approval of the Agreement will grant Athens exclusivity for construction and demolition (C&D) debris collection and handling. Following the effective date of the Agreement, City staff will issue notification of the exclusive franchise agreement to any commercial waste haulers providing C&D hauling services in the City. The commercial waste haulers may continue to provide C&D hauling services up to five years after notification. Athens' exclusive right to C&D debris collection and handling will begin on the earliest date permissible in compliance with Public Resources Code Section 49520.

Addressing the High-Diversion Facility Requirement

Per SB 1383 regulations, all jurisdictions with a two-container collection service must send their black container material (non-organic solid waste mixed with recyclables) to a high-diversion organic waste processing facility. A high-diversion organic waste processing facility must meet an organics recovery efficiency rate of 75% by 2025 (50% in 2022). If a facility fails to meet this standard, it may not be used as a destination facility for black container material in a two-container collection system, and doing so may subject a jurisdiction to enforcement action. Alternatively, a jurisdiction may implement a three-container collection service where recyclables and organics are source separated from other solid waste.

To date, there is one organic waste processing facility in the state that qualifies as a high-diversion organic waste processing facility. This facility is located in San Jose and services the

Bay Area. Athens is developing a new Materials Recovery Facility and Transfer Station located in the City of Irwindale which will be operational in early 2025. Though this facility will be one of the most technologically advanced in the country, it has not yet been determined if its recovery rate will be high enough to qualify it as a high-diversion organics waste processing facility. For this reason, upon approval of the Agreement, Athens and City Staff will meet, no later than September 1, 2025, to discuss a transition to a three-container system in which each customer will receive at least one green container for organic waste, one blue container for recyclable materials, and one container for all other solid waste. Furthermore, while the City has a two-container collection system, Athens' obligation to indemnify, hold harmless and defend City indemnitees will not extend to any liability in connection with the nonuse of a high-diversion organic waste processing facility for materials deposited in black containers.

Fees Paid to City and Updates to Rate Schedule

The new Agreement eliminates the charge for Bus Stop Barrel Collection and City Garage and Parking Lot Sweeping Services (approximately $40,000 per year). In the event that a notice of intent to cancel the automatic one-year extensions of the Agreement is issued, Athens will bill the City its then-existing monthly rates for both services.

The City will receive a Solid Waste Handling Fee of $84,782.90 under the current Agreement in November 2024 and will continue to receive a Solid Waste Handling Fee every seven . The Solid Waste Handling Fee will be adjusted in proportion to the percentage change in the CPI for the seven previous twelve-month periods (March through February). In the event that a notice of intent to cancel the automatic one-year extensions of the Agreement is issued, Athens will not be obligated to pay the Solid Waste Handling Fee. In addition, the City will continue to receive, on a quarterly basis, twenty-five percent of the net revenue generated from sales of recyclable materials collected by Athens within the City (Recycling Revenue).

The current Rate Schedule includes a Billing Fee and a Recycle Rate. The new Agreement consolidates both fees into the two maximum service rate components: the operations component and the disposal component. The operations component is adjusted annually in proportion to the percentage change in CPI for the immediately previous twelve-month period (March through February). The disposal component is adjusted annually in proportion to the increase or decrease in gate rates/tipping fees and cannot exceed the percentage change in CPI. The new Agreement increases the franchise fee from 9.4% to 10% and is applied to all gross receipts received by Athens under the new Agreement.

Wind Down of Term

The new Agreement outlines the term of the Agreement and "wind down" process, in the event either party chooses to terminate the Agreement in the future. The term of the Agreement will continue through December 1, 2031, with an automatic one-year extension every year so that the term remains at a constant seven years (seven-year rolling term). If

either Athens or the City chooses to terminate the automatic extensions of the Agreement and thereby wind down the term, a written Notice of Intent to Wind Down must be issued by the terminating party. A meet and confer period of 90 days will then commence to provide negotiation sessions to discuss rescission of the Notice of Intent to Wind Down. Upon conclusion of the meet and confer period, if the terminating party chooses to move forward with termination, they must deliver a written Notice of Effective Wind-Down. Upon the issuance of such notice, the Agreement will remain in full force and effect for a seven-year fixed term beginning on the date upon which the Notice of Intent to Wind Down was received by the non-terminating party.

Per the Agreement, upon issuance of a Notice of Effective Wind-Down, Athens will bill the City its then-existing monthly rates for Bus Stop Barrel Collection and City Garage and Parking Lot Sweeping Services.

The Agreement also addresses the unlikely possibility of an invalidation of rates either through a valid majority protest pursuant to Proposition 218, or some other application of applicable law or conclusive legal challenge. The risk of an invalidation action is that the City may not have the legal authority to charge customers high enough rates that will adequately cover the cost of Athens' services. In the event of an invalidation action, and upon notice to Athens of the action, the City and Athens will meet and confer, specifically to discuss revising rates, services, and/or programs. If an agreement cannot be reached, Athens may choose to terminate the Agreement.

Proposition 218

The implementation of the new Agreement is contingent upon the culmination of proceedings relating to Proposition 218 (holding a noticed public hearing and no majority protest) and the City Council's approval of the rates set forth in the new Agreement. The public hearing must be held at least 45 days after notice is mailed to property owners and customers (Attachment 3). City staff recommends approval of a resolution setting the Proposition 218 public hearing date to November 20, 2024, or such other date selected by the City Manager.

Next Steps

1. Upon Council's approval of the proposed Agreement, provide mailed notice and conduct a Proposition 218 Public Hearing for proposed rate adjustments on November 20, 2024.
2. Upon effective date of the new Agreement, Athens to begin procurement of new residential barrels and conduct waste assessments for commercial and multi-family customers.
3. Upon effective date of new Agreement, Athens begins SB 1383 services.
4. With 5 days following the effective date of the new Agreement, City staff to issue notices of exclusivity to commercial waste haulers providing C&D hauling services in the City.
5. New residential barrel deployment to begin Spring 2025.
6. Staff to continue implementation and education regarding new collection services, among other state-mandated requirements.

Fiscal Impact

If approved by the City Council, residential and commercial solid waste rates, which are paid by customers directly to Athens, will be adjusted to accommodate the additional organics collection and recycling services required by SB 1383. Residential customers will receive a total 22.75% rate adjustment and commercial customers will receive a 14% rate adjustment plus the cost of organics collection (cost will vary depending on service levels).

The gross receipts basis for the franchise fee will be updated and the franchise fee will be increased from 9.4% to 10%.

Key Performance Indicators 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.

Commission Review and Recommendation

This contract approval item was not reviewed by a commission; however, the development of the service model and priorities associated with Athens' services have previously been discussed at-length by the Natural Resources and Environmental Commission and the Athens' Contract Ad Hoc Committee which consisted of two councilmembers and two Natural Resources and Environmental Commission commissioners.

Environmental Analysis

City staff has evaluated the entering into of the proposed Exclusive Franchise Agreement and approval of the Proposed Rate Adjustments for purposes of compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq*.) (CEQA) and the California CEQA Guidelines and has determined that approval of the Exclusive Franchise Agreement and Proposed Rate Adjustments are intended to implement State mandated requirements of the California Senate Bill (SB) 1383, Short-lived Climate Pollutant Reduction Act of 2016. Pursuant to CEQA Guidelines Section 15308, Class 8, "Actions by Regulatory Agencies for Protection of the Environment," these actions are exempt from further review under CEQA. The development and implementation of the amended services is a requirement of the California Department of Resources Recycling and Recovery (CalRecycle), and is exempt from CEQA because it is an action pursuant to a regulatory requirement to assure the protection of the environment, and involves procedures for protection of the environment. Furthermore, the amended services apply to the City's existing volume of generated solid waste, where there is no expansion of use, and is therefore exempt from the CEQA analysis based on State CEQA Guidelines requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class (1) "existing facilities."

Attachment:
Attachment 1_Proposed 2024 Exclusive Solid Waste Handling Services Agreement
Attachment 2_Proposition 218 Resolution
Attachment 3_Prop 218 Notice of Public Hearing
Attachment 4_ 10.18.23 City Council Staff Report



EXCLUSIVE SOLID WASTE HANDLING AGREEMENT

Between the

City of South Pasadena

and

Arakelian Enterprises, Inc. (dba Athens Services)

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EXCLUSIVE SOLID WASTE HANDLING AGREEMENT

This **AGREEMENT FOR EXCLUSIVE SOLID WASTE HANDLING SERVICE** ("Agreement") is dated as of October 2, 2024, by and between the **City of South Pasadena ("City")**, a general law city and municipal corporation, and Arakelian Enterprises, Inc. (dba Athens Services), a California corporation **("Contractor")**, for the collection, transportation, recycling, processing, composting, and disposal of solid waste, recyclables, and organic materials.

RECITALS

A. The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is in the public interest to authorize and require local agencies to make adequate provision for the disposal of all solid waste within their jurisdictions.

B. Pursuant to California Public Resources Code Section 40059(a)(1), the City Council of the City of South Pasadena has determined that the public health, safety, and welfare require that an exclusive franchise agreement be awarded to a qualified solid waste enterprise for solid waste handling services within the City limits.

C. City previously entered a franchise agreement for Refuse and Recyclable Materials Collection, Transportation, and Disposal with Contractor dated November 6, 1996 (the "Prior Agreement"). The Prior Agreement has been previously amended two (2) times, on November 6, 2000 and November 15, 2017. It is the desire of the parties by entering this Exclusive Solid Waste Handling Agreement to restate existing obligations and add services, in order to bring City into compliance with Applicable Law, in a single document.

D. City and Contractor are mindful of the provisions of the laws governing the safe Collection, Transport, Recycling, and Disposal of Solid Waste, including AB 939, the Resource Conservation and Recovery Act ("RCRA"), and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"). City and Contractor desire to leave no doubts as to their respective roles, and to memorialize that by entering into this Agreement. City is not thereby becoming an "arranger" or a "generator" as those terms are used in CERCLA, and that it is Contractor, not City, who is "arranging for" the Collection, Transport for Disposal, Composting, and Recycling of municipal Solid Waste in the City which may contain hazardous substances. City and Contractor understand and agree that it is Contractor, and not City, who will arrange to collect Solid Waste, that City has not, and, by this Agreement does not, instruct Contractor on its Collection methods, nor supervise the Collection process, nor do the Parties intend to place title to such Solid Waste in City, but rather intend that whatever, if any, title in and to such Solid Waste that otherwise might exist in or with City in the absence of this Agreement is hereby transferred to Contractor, and further that if Contractor gains title to such Solid Waste it is by operation of law and agreement with its Customers and is not the result of this Agreement.

E. City and Contractor are mindful of recent laws adopted by the State of California, with which the City must comply, intended to divert recyclables and organic materials from being landfilled. AB 341 mandates that commercial waste generators arrange for recycling services. AB 1826 mandates that commercial waste generators recycle their organic waste. AB 1594 excludes organic material from being counted as Alternative Daily Cover (ADC). SB 1383 Regulations require jurisdictions to provide organic waste collection services.

F. City and Contractor further desire to confirm that Contractor has agreed to indemnify the City in connection with any claims relating to the inadvertent or intentional Collection, Transportation and/or Disposal of Hazardous Substances that may occur in connection with Contractor's performance under this Agreement. Contractor has agreed, as part of this Agreement, to provide such services as are necessary or desirable to ensure City complies with the requirements of AB 939 and Public Resources Code Section 40000, *et seq.*

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the Parties hereby agree as follows**:**

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1 Definitions

For the purpose of this Agreement, the definitions contained in this Article 1 apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The meaning of terms or words not defined in this Article will be as commonly understood in the solid waste collection services industry when the common understanding is uncertain. In the event of a conflict between a definition in this Agreement and a definition in Title 14 California Code of Regulations Section 18982, the definition in Section 18982 shall control.

1.1 AB 341

"AB 341" means the California Jobs and Recycling Act of 2011 (Chapter 476, Statues of 2011 [Chesbro, AB 341]), as it may be amended from time to time. AB 341 requires businesses, defined to include Commercial or public entities that generate more than 4 cubic yards of Solid Waste per week or Multi-Family Premises, to arrange for Recycling services and requires jurisdictions to implement a Commercial Solid Waste Recycling program.

1.2 AB 827

"AB 827" means State of California Assembly Bill No. 827 approved October 2, 2019, as it may be amended from time to time. AB 827 requires businesses that are mandated to recycle under AB 341 ("MCR") and/or mandated to recycle organics under AB 1826 ("MOR") or SB 1383 and that provide customers access to the business, to provide customers with a recycling bin and/or organics collection bin for those waste streams that is visible, easily accessible, and adjacent to each bin or container for trash.

1.3 AB 939

"AB 939" means the California Integrated Waste Management Act of 1989 (CIWMA), currently codified as California Public Resources Code Section 40000 et seq. as it may be amended from time to time.

1.4 AB 1826

"AB 1826" means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014) as it may be amended from time to time. AB 1826 requires each jurisdiction, on and after January 1, 2016, to implement an organic waste recycling program to divert from the landfill organic waste from businesses. Each business meeting specific Organic Waste or Solid Waste generation thresholds phased in over time, is required to arrange for Organic Waste Recycling services.

1.5 Agreement

"Agreement" means this amended and restated agreement between the City of South Pasadena and Arakelian Enterprises, Inc, for Exclusive Solid Waste Handling Services including all exhibits and attachments, and any amendments.

1.6 Applicable Law

"Applicable Law" means all Federal, State, County of Los Angeles ("County"), and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, Processing, and Disposal of Solid Waste.

1.7 Automated Collection Service

"Automated Collection Service" means Collection of Solid Waste, by automated Collection vehicles, from Containers supplied by the Contractor and stored in, and returned to, a location determined by Contractor on that Customer's Premises but in no event in the City's public right-of-way.

1.8 Back-Haul

"Back-haul" means generating and transporting Recyclable Materials or Organic Waste by the Waste Generator to a destination owned and operated by Waste Generator using the generator's own employees and equipment.

1.9 Barrel

"Barrel" means a plastic Container with a separate lid, without wheels, and with a capacity of approximately 32 gallons, supplied by Contractor for the deposit and Collection of Solid Waste and manually serviced by a Collection vehicle.

1.10 Bin

"Bin" means a metal or plastic waste Container designed or intended to be mechanically serviced by a commercial front-end loader vehicle, supplied by Contractor. It shall be designed to hold from one (1) to six (6) cubic yards of material with the lid properly closed.

1.11 Biohazardous or Biomedical Waste

"Biohazardous or Biomedical Waste" means any waste which may cause disease or reasonably be suspected of harboring pathogenic organisms; included is waste resulting from the operation of medical clinics, hospitals, and other facilities processing wastes which may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing, and surgical gloves.

1.12 Black Container

"Black Container" has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the storage and collection of Solid Waste, excluding Source Separated Green Container Organic Waste.

1.13 Bulky Items

"Bulky Items" means large and small household appliances, furniture, carpets, mattresses, White Goods, clothing, tires, and other similar Solid Waste and oversized yard waste such as tree trunks and large branches if no larger than two (2) feet in diameter and four (4) feet in length and similar large items discarded from Customer Premises. Bulky Items do not include Excluded Waste, car bodies, car parts, tires, Construction and Demolition Debris or (except for appliances/White Goods described above) items that cannot reasonably be moved with equipment of the type which, pursuant to industry standards, would normally be carried in a truck Collecting Bulky Items. In the event a question arises as to whether a specific item, or category of items meets the definition of Bulky Items, the Contractor shall be responsible for determining whether said definition shall apply.

1.14 Bus Stop Barrel Collection

"Bus Stop Barrel Collection" means emptying the bus stop Barrel(s) and Collecting Solid Waste therein, supplying the new Barrel liner, and replacing the Barrel liner.

1.15 Business Day

"Business Day" means any Monday through Friday, excluding any Holidays.

1.16 C&D Processing Facility

"C&D Processing Facility" means any facility that is designed, operated, and legally permitted for the purpose of receiving and Processing C&D.

1.17 California Code of Regulations or CCR

"California Code of Regulations" or "CCR" means the State of California Code of Regulations, as amended from time to time. CCR references in this chapter are preceded with a number that refers to the relevant title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

1.18 CalRecycle

"CalRecycle" means California's Department of Resources Recycling and Recovery, which is the department designated with responsibility for developing, implementing, and enforcing SB 1383 regulations on cities (and others).

1.19 Cart

"Cart" means a plastic container with a hinged lid and wheels serviced by an automated or semi-automated truck with a capacity of no less than thirty-two (32) gallons and no greater than one hundred and one (101) gallons. Cart sizes vary depending on the manufacturer, and any reference to Cart sizes in this Agreement is an approximation.

1.20 CERCLA

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., as may be amended and regulations promulgated thereunder.

1.21 City

"City" shall mean the City of South Pasadena including any Premises which may be annexed and thereby added to the City limits following the Effective Date.

1.22 City Facility

"City Facility(ies)" means any building or other site owned or leased by the City or otherwise used regularly and significantly by the City for municipal business and the space therein occupied by more than seventy-five percent (75%) by employees or contractors of the City.

1.23 Collect, Collection, or Collecting

"Collect," "Collection," or "Collecting**"** means to take physical possession of, Transport, and remove Solid Waste from Premises.

1.24 Commercial Business or Commercial

"Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a Multi-Family Premises, or as otherwise defined in 14 CCR Section 18982(a)(6). A multi-family residential dwelling that consists of fewer than five units is not a commercial business for the purposes of this Agreement.

1.25 Commercial Edible Food Generators

"Commercial Edible Food Generators" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

1.26 Community Composting

"Community Composting" means any activity that composts Green Waste, agricultural material, Food Scraps, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed one hundred (100) cubic yards and seven hundred and fifty (750) square feet as specified in 14 CCR Section 17855(a)(4); or as otherwise defined in 14 CCR Section 18982(a)(8).

1.27 Compactor

"Compactor" means any Bin or Roll-Off Box that has a compaction mechanism, whether stationary or mobile.

1.28 Compost or Composting

"Compost" or "Composting" has the same meaning as in 14 CCR Section 17896.2(a)(4), as may be amended from time to time, and means the product resulting from the controlled biological decomposition of Organic Waste that are Source Separated from the municipal waste stream, or which are separated at a centralized facility.

1.29 Construction and Demolition Debris or C&D

"Construction and Demolition Debris," "C&D Debris," or "C&D" means any Solid Waste generated at a Premises that is directly related to construction or demolition activities. These activities include, but are not limited to, construction, demolition, remodeling, grading, land clearing, or renovation on any Residential Premises, Commercial, institutional, or industrial building, road, driveway, walkway, or other structure. C&D Debris includes but is not limited to concrete, asphalt paving, asphalt roofing, lumber, gypsum board, rock, soil, and metal.

1.30 Container

"Container" means any and all types of receptacles used for Solid Waste Handling Services, including Barrels, Bins, Carts, and Roll-Off Boxes.

1.31 Container Contamination or Contaminated Container

"Container Contamination" or "Contaminated Container" means a Container, regardless of color, that contains Prohibited Container Contaminants or contaminants otherwise defined in 14 CCR Section 18982(a)(55) or Excluded Waste.

1.32 Contamination Fee

"Contamination Fee" means an amount charged by Contractor to Customers to offset Contractor's additional costs or diminished revenue due to Prohibited Container Contaminants.

1.33 Consumer Price Index (CPI)

"Consumer Price Index (CPI)" means the Consumer Price Index for All Urban Consumers Series ID: CUURS49ASA0, Not Seasonally Adjusted, All Items, Los Angeles-Long Beach-Anaheim, CA as maintained and published by the United States Bureau of Labor Statistics, or its successor index, and is used to calculate the Maximum Service Rates as it pertains to this Agreement.

1.34 Contractor

"Contractor" shall mean Arakelian Enterprises, Inc. or any party permitted pursuant to the terms hereof to become the successor or assignee thereof.

1.35 Customer

"Customer" means any Person receiving and billed for services provided by Contractor under this Agreement, within the City.

1.36 Disposal or Dispose

“Disposal” or “Dispose” means the ultimate disposition of Solid Waste Collected by the Contractor at a permitted landfill or other permitted Solid Waste Disposal Facility, as defined in California Public Resources Code 40192.

1.37 Disposal Facility(ies) or Site(s)

“Disposal Facility(ies)” or “Disposal Site(s)” means the facility or facilities utilized for the ultimate Disposal of Solid Waste Collected by the Contractor.

1.38 Diversion or Diverted

“Diversion” or “Diverted” means any combination of waste prevention (source reduction), Recycling, reuse and Composting activities that reduces Solid Waste Disposed at landfills.

1.39 Dwelling Unit

“Dwelling Unit” means a building or a portion thereof, designated for residential occupation by one individual or a group of two or more individuals living together as a domestic unit.

1.40 Edible Food

“Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code (California Health and Safety Code §§ 113700 *et seq*.).

1.41 Effective Date

"Effective Date” has the meaning set forth in Section 4.3 of this Agreement.

1.42 Environmental Laws

“Environmental Laws” means the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq.; the Resource Conservation and Recovery Act, 42 USC §6902 et seq.; the Federal Clean Water Act, 33 USC §1251 et seq.; the Toxic Substances Control Act, 15 USC §1601 et seq.; the Occupational Safety and Health Act, 29 USC §651 et seq.; the California Hazardous Waste Control Act, California Health and Safety Code §25100 et seq.; the California Toxic Substances Control Act, California Health and Safety Code §25300 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §13000 et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5 et seq.; as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

1.43 Excluded Waste

“Excluded Waste” means Hazardous Substances, Hazardous Waste, Medical Waste, Biohazardous or Biomedical Waste, Universal Waste, infectious waste, designated waste, volatile, corrosive, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, Transfer, Processing, or Disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land

use restrictions or conditions, waste that cannot be Disposed of in Class III Landfills or accepted at the facility by permit conditions, waste that in Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe Collection, Processing, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

1.44 Food Recovery

"Food Recovery" means actions to Collect and distribute food for human consumption which otherwise would be Disposed.

1.45 Food Recovery Organization

"Food Recovery Organization" means an entity that primarily engages in the Collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, or as otherwise defined in 14 CCR Section 18982 (a)(25), including, but not limited to:

(1) A food bank as defined in Section 113783 of the Health and Safety Code;

(2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,

(3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

1.46 Food Recovery Service

"Food Recovery Service" means a Person or entity that Collects and Transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26).

1.47 Food Scraps

"Food Scraps" means discarded food that will decompose and/or putrefy and is segregated for Collection and Recycling that is accepted for Disposal and Processing by the applicable Processing facility utilized by Contractor under this Agreement. Food Scraps may include, but is not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

1.48 Food-Soiled Paper

"Food-Soiled Paper" means compostable paper material that has come in contact with food or liquid, such as compostable paper plates, paper coffee cups, napkins, and pizza boxes. Food-Soiled Paper does not include Non-Compostable Paper.

1.49 Food Waste

"Food Waste" means Source Separated Food Scraps, Food-Soiled Paper, and 100 percent fiber-based compostable dinnerware. Food Waste is a subset of Source Separated Green Container Organic Waste as specified in Exhibit 4.

1.50 Franchise

“Franchise” means the exclusive right and privilege to provide Solid Waste Handling Services within the City granted by City to Contractor pursuant to the City’s authority under Article 11, Section 7 of the State of California Constitution, and Section 40059 of the Public Resources Code.

1.51 Franchise Area

“Franchise Area” means all Premises within the City Limits, including Premises which may be annexed and thereby added to the City limits following the Effective Date.

1.52 Franchise Fee

“Franchise Fee” means the franchise fee set forth and more fully defined in Section 9.1 hereof.

1.53 Green Container

“Green Container” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for storage and Collection of Source Separated Green Container Organic Waste.

1.54 Green Waste

“Green Waste” means Solid Waste consisting of any vegetative waste generated from the maintenance or alteration of Residential, Commercial Premises including, but not limited to, grass clippings, leaves, tree trimmings, prunings, brush, weeds, flowers, herbs, and holiday trees and excluding cacti, succulents, yucca, and palm fronds; provided, it shall not include those materials which are not appropriate for Compost (such as tree trunks, more than four inches (4") in diameter or four feet (4') in length, or palm fronds).

1.55 Gross Receipts

“Gross Receipts” includes all monies, fees, charges, consideration, and revenue received by Contractor for the provision of Solid Waste Handling Services carried out by or on behalf of Contractor pursuant to this Agreement. Gross Receipts includes the amounts collected from monthly Customer charges for the Collection of Solid Waste, any Franchise Fees or other fees imposed and collected pursuant to this Agreement, and amounts collected in connection with Temporary Services. Notwithstanding any provision to the contrary in this Agreement, Gross Receipts shall not include revenues received by Contractor from the sale of Recyclable Materials or other materials Diverted from Disposal, Compost or Organics-derived products or energy, grants, cash awards or rebates. Amounts collected as Contractor’s “Recycling Revenue Sharing” and paid to City as specified in Section 9.2 shall be deducted from Gross Receipts.

1.56 Hauler

“Hauler” means the entity to whom the City Council shall have awarded a contract, or shall have been otherwise authorized to receive, Collect, carry, haul, Transport, and Dispose of any and all Solid Waste within the City.

1.57 Hauler Route

“Hauler Route” means the designated itinerary or sequence of stops for each segment of the Contractor’s routes in the City.

1.58 Hazardous Substance

“Hazardous Substance" means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Waste", "toxic waste", "pollutants" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980,

42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, 25316, 25501 and 25501.1; (vi) the Clean Air Act, 42 USC §7901 et seq.; and (vii) California Water Code §13050; (b) any substances defined, regulated or listed by any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable Federal, State or local environmental laws currently existing or hereafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

1.59 Hazardous Waste

"Hazardous Waste" means all Hazardous Substances and substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State of California in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.

1.60 High Diversion Organic Waste Processing Facility

"High Diversion Organic Waste Processing Facility" means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average mixed waste organic content recovery rate of 50 percent between January 1, 2022, and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for organic waste received from the mixed waste organic collection stream as defined in 14 CCR Section 17402(a)(11.5); or as otherwise defined in 14 CCR Section 18982(a)(33).

1.61 Holiday

"Holiday" means New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

1.62 Household Hazardous Waste

"Household Hazardous Waste" ("HHW") means waste resulting from products purchased by the general public for household use which, because of its quantity, concentration or physical, chemical or infectious characteristics, may pose a substantial known or potential hazard to human health or the environment when improperly treated, Disposed or otherwise managed, or, in combination with other Solid Waste, may be infectious, explosive, poisonous, caustic, toxic, or exhibit any of the characteristics of ignitability, corrosivity, reactivity, or toxicity as per 22 CCR Section 66261.3.

1.63 Invalidation Action

"Invalidation Action" means any event or action the result of which City is unable (i) by operation of Applicable Law, (ii) a valid majority protest pursuant to Proposition 218, or (iii) final and conclusive legal challenge, to approve or implement the establishment or adjustment of any Maximum Service Rate(s) that would otherwise be due and payable to Contractor under this Agreement, in whole or in part, but for such event or action.

1.64 Large Event

"Large Event" as defined in 14 CCR Section 18982(a)(38) means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event.

1.65 Large Venue

"Large Venue" as defined in 14 CCR Section 18982(a)(39) means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a large venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue.

1.66 Local Education Agency

"Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste.

1.67 Manual Barrel Collection Service

"Manual Barrel Collection Service" means manual Collection of Solid Waste from Barrels supplied by the Contractor that includes the movement by Contractor's employees of Barrels from the Customer's backyard, side yard, driveway, garage, or other location approved by Contractor, and returned to, such location on that Customer's Premises, but in no event in the City's public right-of-way.

1.68 Materials Recovery Facility

"Materials Recovery Facility" or "MRF" means a facility where Solid Waste (not including Source Separated Green Container Organic Waste) or Recyclables are sorted or separated for the purposes of Recycling, Processing or Composting.

1.69 Maximum Service Rate(s)

"Maximum Service Rate(s)" means the maximum amount that Contractor may charge for the services listed in Exhibit 1 of this Agreement, as such exhibit and amounts may be amended or adjusted in accordance with the provisions of this Agreement.

1.70 Medical Waste

"Medical Waste" means any Solid Waste that is generated or has been used in the diagnosis, treatment, or immunization of human beings or animals, or research pertaining thereto, and shall include, but not be limited to, biomedical, biohazardous and medical waste, or other Solid Waste resulting from medical activities or services as defined by any State or Federal law or regulation, all as currently enacted or subsequently amended.

1.71 Mulch

"Mulch" means a layer of material applied on top of soil, and, for the purposes of this Agreement, Mulch shall conform with the following conditions, or conditions as otherwise specified in 14 CCR Section 18993.1(f)(4):

(1) Meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Section 17852(a)(24.5) (A)(1) through (3).

(2) Was produced at one or more of the following types of facilities: a. A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR, Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10); b. Transfer/Processing Facility or Transfer/Processing operation as defined in 14 CCR Section 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR, Division 7; or, c. a Solid Waste landfill as defined in Pub. Res. Code Section 40195.1.

1.72 Multi-Family or Multi-Family Premises

"Multi-Family" or "Multi-Family Premises" means a Premise with five (5) or more Dwelling Units.

1.73 Municipal Code

"Municipal Code" means the South Pasadena Municipal Code.

1.74 Non-Collection Notice

"Non-Collection Notice" means a form developed by Contractor and approved by the City to notify Customers of the reason for non-collection of materials set out by the Customer for Collection by Contractor pursuant to this Agreement.

1.75 Non-Compostable Paper

"Non-Compostable Paper" includes, but is not limited to, paper that is coated in a plastic material that will not breakdown in the Composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

1.76 Non-Organic Waste

"Non-Organic Waste" means Solid Waste excluding matter defined as Organic Waste.

1.77 Organic Waste or Organics

"Organic Waste" or "Organics" means Solid Waste containing material originating from living organisms and their metabolic waste products, including, but not limited to, Food Waste, Green Waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46), excluding animal carcasses not eaten on the Premises such as small rodents (e.g., mice and rats).

1.78 Overflow

"Overflow" means excess Solid Waste (i) placed inside a Container that prevents the lid on the Container from being completely closed (i.e., lid remains open greater than forty-five (45) degrees) or excess materials placed on top of or around a Container and (ii) could potentially result in excess materials spilling/dislodging during collection activity by Contractor's vehicles.

1.79 Overweight

"Overweight" means Solid Waste placed in a Container used for Collection services in excess of the manufacturer's recommended weight capacity for that Container.

1.80 Owner

"Owner" means the Person holding the legal title to the real property constituting the Premises to which Solid Waste Handling Services is to be provided under this Agreement or the Person holding legal title to the Disposal site, depending upon the context used in this Agreement.

1.81 Person

"Person" means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State, the County, towns, cities, and special purpose districts.

1.82 Premises

"Premises" means any land, building, and/or structure within the City limits where Solid Waste is generated or accumulated.

1.83 Process, Processed, or Processing

"Process," "Processed," or "Processing" means the controlled separation, recovery, volume reduction, conversion, or Recycling of Solid Waste including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment.

1.84 Prohibited Container Contaminants

"Prohibited Container Contaminants" means any of the following: (i) discarded materials placed in any Container intended for Recyclable Materials that are not identified as acceptable Recyclable Materials for such Container; (ii) discarded materials placed in any Container intended for Organic Waste that are not identified as acceptable for Organic Waste for such Container; (iii) to the extent not encompassed in the foregoing, discarded materials placed in any Container not identified by Contractor or City as acceptable for such Containers; and (iv) Excluded Waste. Contamination shall be determined by Contractor's visual or digital inspection.

1.85 Public Works Director

"Public Works Director" means the Director of Public Works for the City of South Pasadena or his/her designee.

1.86 Recyclables or Recyclable Materials

"Recyclables" or "Recyclable Materials" means Solid Waste consisting of any material which retains useful properties and can be reclaimed after the production or consumption process.

1.87 Recycle or Recycling

"Recycle" or "Recycling" means the process of Collecting, sorting, cleaning, treating and reconstituting materials that would otherwise become waste and returning those materials to the economic mainstream in the form of raw materials for new, reused, or reconstituted products that meet the quality standards to be used in the marketplace. Recycling does not include Transformation as defined in Public Resources Code Section 40201.

1.88 Recovered Organic Waste Products

"Recovered Organic Waste Products" means products made from California, landfill-diverted, recovered Organic Waste Processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

1.89 Renewable Natural Gas or RNG

"Renewable Natural Gas" or "RNG" means gas derived from Organic Waste that has been Diverted from a landfill and processed at an in-vessel digestion Facility that is permitted or otherwise authorized by 14 CCR to recover Organic Waste, as defined in 14 CCR Section 18982(a)(62).

1.90 Residential or Residential Premises

"Residential" or "Residential Premises" means all Single-Family Premises.

1.91 Roll-Off Box

"Roll-Off Box" means Solid Waste Collection Containers of ten (10) cubic yards or larger, including Compactors.

1.92 Route Review

"Route Review" means a visual inspection of Containers along a Hauler Route as specified in Section 5.13.1 of the Agreement.

1.93 SB 1383

"SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants, as amended, supplemented, superseded, and replaced from time to time.

1.94 SB 1383 Regulations

"SB 1383 Regulations" means or refers to, for the purposes of this Agreement, the Short-Lived Climate Pollutants: Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR as amended from time to time.

1.95 Self-Haul, Self-Hauler, or Self-Hauling

"Self-Haul," "Self-Hauler," or "Self-Hauling" means a Person, who hauls Solid Waste, Recyclable Materials, or Organic Waste, that he or she has generated to an appropriate Processing facility. Self-Hauler also includes a Person who Back-Hauls.

1.96 Seniors

"Seniors" means a resident sixty-two years of age or older.

1.97 Single-Family Premises

"Single-Family Premises" means Premises with fewer than five (5) Dwelling Units.

1.98 Solid Waste

"Solid Waste" has the same meaning as defined in the California Public Resources Code Section 40191, which includes all discarded putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage,

trash, refuse, rubbish, C&D, industrial waste, Bulky Items, and any other discarded solid, semisolid, and liquid waste permitted to be Disposed of at a Class III landfill and which are included within the definition of "Nonhazardous Solid Waste" set forth in the California Code of Regulations, as it may be amended from time to time. Solid Waste includes Recyclable Materials and Organic Waste, unless specified otherwise in the Agreement, but does not include Excluded Waste.

1.99 Solid Waste Handling Services

"Solid Waste Handling Services" means the Collection, Transfer, Transportation, Recycling, Processing, and Disposal of Solid Waste.

1.100 Source Separated

"Source Separated" means materials that have been separated or kept separate from the waste stream, at the point of generation, for the purpose of additional sorting or Processing those materials for Recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this Agreement, Source Separated shall include separation of materials by the generator, property Owner, property Owner's employee, property manager, or property manager's employee into different Containers for the purposes of Collection and/or Processing. Organic Waste and Non-Organic Waste are separated for the purposes of Collection and/or Processing.

1.101 Source Separated Green Container Organic Waste

"Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate Collection of Organic Waste and meets the requirements established by the Contractor as set forth in Exhibit 4, as may be amended from time to time upon mutual agreement of City and Contractor.

1.102 State

"State" means the State of California.

1.103 Street Sweeping Service

"Street Sweeping Service" means the services specified in Section 6.4 of this Agreement.

1.104 Term

"Term" has the meaning ascribed in Section 4 of this Agreement.

1.105 Temporary Service

"Temporary Service" means Solid Waste Handling Services provided by Contractor on an as needed and temporary basis to any Premises within the City in conjunction with construction, demolition, cleanup, or other projects, and by use of temporarily placed Bins or Roll-Off Boxes.

1.106 Tier One Commercial Edible Food Generators

"Tier One Commercial Edible Food Generator" as defined in 14 CCR Section 18982(a)(73) means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982(a)(73):

A. Supermarket.

B. Grocery Store with a total facility size equal to or greater than 10,000 square feet.

C. Food Service Provider.

D. Food Distributor.

E. Wholesale Food Vendor.

1.107 Tier Two Commercial Edible Food Generators

"Tier Two Commercial Edible Food Generator" as defined in 14 CCR Section 18982(a)(74) means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982(a)(74):

A. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.

B. Hotel with an on-site food facility and 200 or more rooms.

C. Health facility with an on-site food facility and 100 or more beds.

D. Large Venue.

E. Large Event.

F. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.

G. A Local Education Agency with an on-site food facility.

1.108 Tipping Fees

"Tipping Fees" means the all-inclusive costs or charges imposed by a properly permitted Disposal Site, MRF, or Organic Waste Processing facility for Disposal or Processing of Solid Waste.

1.109 Transfer

"Transfer" means the act of transferring Solid Waste Collected by Contractor from Contractor's Collection vehicles into larger vehicles at a transfer facility for Transport to other facilities for Processing or Disposing of such materials.

1.110 Transportation or Transport

"Transportation" or "Transport" means the act of delivering Solid Waste from one location to another.

1.111 Transformation

"Transformation" means incineration, pyrolysis, distillation, or biological conversion other than Composting. Transformation does not include biomass conversion.

1.112 Universal Waste

"Universal Waste" means those Hazardous Wastes identified as universal wastes in 22 CCR Section 66261.9, including but not limited to: fluorescent bulbs and tubes; household batteries (e.g. D. AA, button-type, etc.); non-empty aerosol cans; electronic devices (e.g. televisions, computer monitors, cell phones, radios, video cassette recorders, etc.); and mercury containing devices (e.g. thermometers, thermostats, gauges, etc.), and generated by a Single-Family or Multi-Family residence. Universal Waste does not include any waste generated in the course of operating a business at a residence or business generated waste.

1.113 Waste Generator

"Waste Generator" means the Owner or occupant of Premises whose act initially produces Solid Waste that is subject to regulation under Federal, State, or local regulations.

1.114 White Goods

"White Goods" means discarded enameled household appliances, such as refrigerators, freezers, stoves, washer/dryers, water heaters, dishwashers, trash compactors and similar items.

1.115 Workday

"Workday" means any day, Monday through Saturday, which is not a Holiday as set forth in Section 1.61 of this Agreement.

2 Representation and Warranties of Contractor and City

2.1 Mutual Cooperation

City and Contractor will reasonably cooperate in good faith with all efforts by each other to meet City's Diversion and other compliance requirements imposed by Applicable Law. In this regard, City's obligations include, without limitation, making such petitions and applications as may be reasonably requested by Contractor for time extensions in meeting Diversion goals, or other exceptions from the terms of Applicable Laws, and to agree to authorize such changes to Contractor's Recycling, Organic Waste, or Solid Waste programs as may be reasonably requested by Contractor in order to achieve minimum annual CalRecycle Diversion as required of the City under Public Resources Code Section 41780.

2.2 Diversion

Contractor shall implement the Diversion programs set forth in this Agreement such that City will achieve minimum annual CalRecycle Diversion as required of City under Public Resources Code Section 41780. In this regard, Contractor agrees that it shall provide, undertake and perform the following at its sole cost and expense, in addition to any other Agreement requirement:

a. Assist City in responding to inquiries from CalRecycle or any other regulatory agency relating to this Agreement;

b. Assist City in preparing for, and participating in, CalRecycle's biannual review of City's Source Reduction and Recycling Element (SRRE) pursuant to Public Resources Code Section 41825;

c. Assist City in applying for any extension, including under Public Resources Code Section 41820, if so, directed by City;

d. Assist City in any hearing conducted by CalRecycle, or any other regulatory agency, relating to City's compliance with Applicable Law relating to this Agreement;

e. Assist City with the development of and implementation of a public awareness and education program that is consistent with City's SRRE and Household Hazardous Waste Element, as well as any related requirements of the Applicable Law;

f. Provide City with Recycling, source reduction, and other technical assistance as may be needed to comply with the Applicable Law;

g. Be responsible for and pay, any fees, penalties or other costs imposed against City by CalRecycle, and indemnify and hold harmless City from and against any fines, penalties, or other liabilities, levied against it for violation of the Diversion requirements, set forth in Public Resources Code Section 41780 to the extent arising from or in any way related to Contractor's performance of its obligations under this Agreement.

2.3 Exception

Notwithstanding other provisions of this Agreement, Contractor's obligations in this Article 2 will not extend to any loss, cost, liability, fine, penalty, damage, action, suit, duty, obligation, requirement, nonperformance, or noncompliance relating to, arising or resulting from, acts or omissions (i) not within the control of Contractor, (ii) constituting the active negligence, willful misconduct, material breach of this Agreement, or violation of law on the part of City, its officers or employees, (iii) in connection with the nonuse of a High Diversion Organic Waste Processing Facility for materials deposited in Black Containers, or (iv) as limited by Public Resources Code Section 40059.1.

3 Conditions Governing Services Provided by Contractor

3.1 Grant of Exclusive Agreement

City hereby grants to Contractor, and Contractor accepts, on the terms and conditions set forth herein, an exclusive Franchise within the corporate limits of the City. The Franchise granted to Contractor shall be the exclusive right and privilege to Collect, Transfer, Transport, handle, Process, Recycle, and Dispose of in a lawful manner, all Solid Waste, Recyclable Materials, Organic Waste (including Green Waste and Food Waste), and C&D Debris accumulating in the City in accordance with the City's Municipal Code, for the Term of and within the scope set forth in this Agreement; provided, however, that if it has not done so, City shall, within five (5) days after the Effective Date, issue notice concerning C&D exclusivity hereunder in compliance with Public Resources Code Section 49520 and the exclusive right and privilege to Collect, Transfer, Transport, handle, Process, Recycle, and Dispose C&D Debris in the City shall commence on the earliest date permissible in compliance with Public Resources Code Section 49520.

3.1.1 Annexation

If during the term of the Agreement, additional territory within or adjacent to the City is acquired by City through annexation, subject to the requirements of Public Resources Code Section 49520, Contractor agrees to provide Solid Waste Handling Services in such annexed area in accordance with the provisions and Maximum Service Rates set forth in this Agreement.

3.2 Recyclable Materials and Organic Waste Discarded by Customer

Any Person may sell Recyclable Materials or Organic Waste or donate Recyclable Materials or Organic Waste to Persons other than Contractor, provided: (1) the Recyclable Materials or Organic Waste must be Source Separated from and not mixed with other Solid Waste; and (2) the seller/donor may not pay the buyer/donee any consideration for Collecting, Processing or Transporting such Recyclable Materials or Organic Waste. A discount or reduction in the price for Collection, Disposal and/or Recycling services for any form of un-segregated or segregated Solid Waste is not a sale or donation of Recyclable Materials or Organic Waste and such Solid Waste does not qualify for this exception. However, once the Recyclable Materials or Organic Waste have been placed in the Collection Container and the Container set out for Collection, the Recyclable Materials or Organic Waste is subject to Contractor's Franchise.

3.3 Exclusions of Exclusivity

The following are excluded from the Franchise:

3.3.1 Specialized Recyclable Materials

If Contractor is unable or unwilling to Collect and Process for Diversion Excluded Waste and/or waste to which a third party is able to sell or donate as specified in Section 3.2.

3.3.2 Byproduct of Food and Beverage Processing

Under AB 3036 (2018), certain byproducts from the Processing of food or beverages from agricultural or industrial sources, provided they are Source Separated and used as animal feed, are exempted from this Agreement. Entities requesting exemption must apply to the City and be any of the following: registered pursuant to Section 110460 of the Health and Safety Code or be exempted from registration pursuant to Section 110480 of the Health and Safety Code, or be a beer manufacturer as defined in Section 23012 of the Business and Professions Code, or a distilled spirits manufacturer as defined in Section 23015 of the Business and Professions Code.

3.3.3 Gardening or Landscape Services

Green Waste removed from a Premises by a gardening, landscaping, or tree trimming company as an incidental part of a total service offered by that company rather than as a hauling service are exempted from the Franchise.

3.3.4 Community Composting

Any Person performing Community Composting.

3.3.5 Structural Work Under a Proper Building Permit

Any Person permitted to Collect, Transport and Dispose of building material residue resulting from structural work under a proper building permit issued by the City as provided in Municipal Code Section 16.5 or a successor section.

3.4 South Pasadena Municipal Code

The provisions of the Municipal Code relating to Collection, Transfer, Transportation, handling, Processing, Recycling and Disposal are hereby incorporated into and made a part of this Agreement, and whenever the provisions of the Municipal Code conflict with the terms of this Agreement, the terms of the Municipal Code shall supersede the provisions of this Agreement, provided, for the avoidance of doubt Contractor's obligations will not extend to any loss, cost, liability, fine, penalty, damage, action, suit, duty, obligation, requirement, nonperformance, or noncompliance relating to, arising or resulting from, acts or omissions (i) not within the control of Contractor, (ii) constituting the active negligence, willful misconduct, material breach of this Agreement, or violation of law on the part of City, its officers or employees, (iii) in connection with the nonuse of a High Diversion Organic Waste Processing Facility for materials deposited in Black Containers, or (iv) as limited by Public Resources Code Section 40059.1. In the event of a change in the Municipal Code, Section 15.2 (Change in Law) shall apply.

3.5 Prior Agreements

This Agreement amends and restates, and as a result, supersedes and replaces in its entirety all prior agreements or understandings between the City and the Contractor except that Section XIV.D (Insurance), Section XV (Indemnification) and Section XVII (Reports) of the Prior Agreement shall survive only to the extent it relates to services provided before the Effective Date. In the event this Agreement is deemed null, void and of no force or effect by a court of competent jurisdiction, the agreements and understandings in force or effect prior to the Effective Date herein, shall apply.

4 Term

4.1 Term

This Agreement shall become effective on the Effective Date and continue and through and including the close of business on December 1, 2031 ("Expiration Date"); provided, however that beginning December 1, 2025, and each January 1 thereafter, automatic one-year extensions shall be applied to the Expiration Date (each an "Automatic Extension") so that the term of this Agreement shall thereafter remain at a constant seven (7) years (as may be extended, "Term").

4.2 Wind Down of Term

4.2.1 Notice of Intent to Wind Down

No earlier than January 1, 2026, either party may issue a written notice of intent to cancel the Automatic Extension ("Notice of Intent to Wind Down"). The Notice of Intent to Wind Down may be issued by either party without cause.

4.2.2 Meet and Confer Period

The terminating party hereunder ("Terminating Party") shall host a minimum of two (2) negotiation sessions with the non-terminating party ("Non-Terminating Party") within ninety (90) days of the date upon which the Notice of Intent to Wind Down is received by Non-Terminating Party ("Meet and Confer Period"). The purpose of the Meet and Confer Period is to provide negotiation sessions to discuss, in good faith, recission of the Notice of Intent to Wind Down in exchange for an amendment(s) to the Agreement. City and Contractor may, but are not obligated to, meet more frequently than required, provided that no such conferences shall act to extend or delay the Meet and Confer Period unless expressly agreed to in writing by the Parties.

4.2.3 Notice of Effective Wind-Down

No later than the end of the Meet and Confer Period, if the Terminating Party elects to cancel the Automatic Extension, the Terminating Party must deliver written notice to the Non-Terminating Party that it has concluded efforts to meet and confer in good faith and the Automatic Extension is canceled ("Notice of Effective Wind-Down"). Upon Notice of Effective Wind-Down, the Agreement will remain in full force and effect for a seven (7) year fixed term beginning on the date upon which the Notice of Intent to Wind Down was received by the Non-Terminating Party, unless sooner terminated pursuant to this Agreement.

4.2.4 Effectiveness

Notwithstanding any provision in this Agreement to the contrary, the cancellation of the Automatic Extension shall not become effective if (i) City and Contractor mutually agree to approve and execute an amendment to this Agreement as provided herein; (ii) the Terminating Party fails to hold the minimum number of good faith negotiation sessions during the Meet and Confer Period, provided that the Non-Terminating Party has not unreasonably postponed or delayed the scheduling of such sessions; or (iii) the Terminating Party fails to issue its Notice of Effective Wind-Down within the ninety-day period prescribed herein. Further, if the City issues notices to Contractor hereunder, the notices must be approved in advance by a majority vote of City Council.

4.3 Effective Date

This Agreement is hereby deemed effective when all of the following have occurred: (i) signing and delivery of this Agreement on behalf of the individual(s) authorized to bind Contractor hereto; (ii) approval of the Agreement by the City Council; (iii) this Agreement has been signed and delivered on behalf of the City by the individual(s) authorized to enter this Agreement on the City's behalf; (iv) the culmination of any

proceedings relating to Proposition 218, resulting in the approval by City Council of the Maximum Service Rates specified in Exhibit 1; and (v) the City Attorney indicates and delivers in writing its approval of this Agreement as to form.

5 Collection Services Provided by Contractor

5.1 Standard of Services

The scope of services to be performed by Contractor pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform all requirements of this Agreement. The scope of services to be performed by Contractor pursuant to this Agreement shall be accomplished in a manner so that Customers are provided Solid Waste Handling Services and other services described in this Agreement at all times in accordance with local industry practice in similarly situated jurisdictions.

5.2 Commingling of Materials

Contractor shall not commingle in a vehicle any Source Separated Green Container Organic Waste with other Solid Waste when Collected by Contractor unless otherwise approved by the Public Works Director, which shall not be unreasonably denied, conditioned, or delayed. Contractor shall not be deemed to have violated this Section where such materials were commingled prior to Collection by Customer or where the Container contains Prohibited Container Contaminants.

5.3 Collection of C&D

Contractor shall not be required to remove C&D Debris in the ordinary course of the Customer's regular Solid Waste Collection. Customers will be required to enter into separate Collection arrangements with Contractor for the Collection of such C&D Debris; provided, separate arrangements are not required for Customers that put out C&D Debris for Collection by Contractor if the work generating C&D Debris is minor in nature and is performed individually by Customer; provided, further, that such materials meet the volume and weight restrictions applicable to regular Collection of Solid Waste.

5.4 Collection Hours

Collection service must be provided, commencing no earlier than 7:00 a.m. and terminating no later than 5:00 p.m., Monday through Friday, and between the hours of 7:00 a.m. and 12:00 p.m., Saturday, except for Holidays in accordance with Section 10.2.2. The hours, day, or both of Collection may be extended due to extraordinary circumstances or conditions with the prior verbal or written consent of the City.

5.5 Collection Schedule and Routes

The schedule and routes for Solid Waste Collection shall be subject to approval of the Public Works Director, whose approval shall not be unreasonably denied, conditioned, or delayed. Contractor shall prepare and transmit to the Public Works Director a Solid Waste Collection, Bus Stop Barrel Collection, Street Sweeping Service, and City garage sweeping service schedule, together with a map of the Collection and Sweeping Service districts within the City.

5.6 Title to Solid Waste

Except as provided otherwise under Applicable Law, title to Solid Waste Collected by Contractor shall pass to Contractor at the time said materials are placed in Contractor's Collection vehicle and such title shall pass to parties that subsequently receive such materials upon deposit from Contractor.

5.7 Residential Collection Service System

5.7.1 Frequency and Scheduling of Service

Residential Collection service must be provided at minimum one (1) time per week for Source Separated Green Container Organic Waste Collection and one (1) time per week for other Solid Waste on a scheduled route basis. Residential Collection service must be scheduled so that all Customers receive Collection service

for all Customer Barrels or Bins on the same Workday unless the Public Works Director permits otherwise upon the request of Contractor.

5.7.2 Residential Manual Barrel Collection Service

5.7.2.1 Default Service

Except as specified in this Agreement, Contractor shall provide Manual Barrel Collection Service to all Residential Premises whose Solid Waste is properly containerized in Solid Waste Barrels. Contractor shall determine the appropriate Barrel size, type, frequency, and quantity for each Customer, subject to reasonable disapproval of City; provided that, as a default, Customers must receive, at minimum, one thirty-two (32) gallon green Barrel for Source Separated Green Container Organic Waste and one thirty-two (32) gallon black Barrel for other Solid Waste, and up to five additional Solid Waste Barrels, any combination of black or green, for a maximum seven (7) Barrels total. Extra Barrels, in addition to the default service, shall be subject to additional charge in accordance with Exhibit 1.

5.7.2.2 Supply and Placement of Residential Manual Barrels

Barrels shall be supplied by the Contractor and stored in, and returned to, a location on that Customer's Premises mutually and reasonably agreed to between Contractor and that Customer, but in no event in the City's public right-of-way.

5.7.2.3 Uncontainerized Materials

Notwithstanding any provision in this Agreement to the contrary, (i) Customers using Manual Barrel Collection Service may place clean cardboard next to their black Barrels and (ii) Food-Soiled cardboard must be placed inside the green Barrel; provided in each case, cardboard is flattened and stacked neatly. All other Solid Waste must be placed inside Customer's Barrels. Contractor shall not be required to Collect any other Solid Waste that is not placed inside a Barrel or Collect any Barrel that is Overflowing or Overweight.

5.7.2.4 Rates for Residential Manual Barrel Collection Service

Contractor shall provide Residential Customers with Manual Barrel Collection Service at the Maximum Service Rates specified in Exhibit 1.

5.7.3 Residential Automated Collection Service

To the extent Customers do not receive Manual Barrel Collection Service, Contractor shall provide Residential Premises with Automated Collection Service for Source Separated Green Container Organic Waste and/or other Solid Waste from acceptable Containers supplied by the Contractor and stored in, and returned to, a location on that Customer's Premises mutually and reasonably agreed to among Contractor and that Customer, but in no event in the City's public right-of-way. Residential Automated Collection Service shall be provided at the Maximum Service Rates specified in Exhibit 1. City shall make the final determination as to any disputes between Customer and Contractor arising from this provision related to Automated Collection.

5.8 Commercial Collection Service System, Including Multi-Family

5.8.1 Provision of Service

Contractor shall provide Solid Waste Collection services to Customers at Commercial Premises, including Multi-Family Premises, with Containers supplied by the Contractor. Contractor shall perform waste assessments at all Commercial Premises, including Multi-Family Premises, in the City to determine the appropriate number and size of Containers and Collection frequency for Solid Waste.

5.8.2 Default Service

Contractor shall determine the appropriate Container size, type, frequency, and quantity for each Customer; provided that, as a default, Customers will receive one 64-gallon Cart for Source Separated Green Container Organic Waste and one 1.5-cubic yard Bin for other Solid Waste. The appropriate Container size, type, frequency, and quantity for each Customer of Collection will be determined by Contractor, subject to reasonable disapproval of City, following a waste assessment. However, Container size, type, frequency, and quantity must be sufficient to comply with Applicable Law and such that no Solid Waste needs to be placed outside the Collection Container.

5.8.3 Location and Emptying of Containers

Contractor shall place Containers to ensure that the flow of traffic is not impeded. Contractor shall determine the Container location, provided that if City determines the Collection location is a nuisance or safety concern, City shall make the final determination as to where Containers shall be stored on Premises, and from where they will be Collected. Contractor shall replace empty Containers to their original location with gates or doors of enclosures secured after Collection is completed. A Bin shall be considered properly located for Collection if it is feasibly accessible by Contractor's front-loading Collection vehicles. A Cart shall be considered properly located for Collection if it is feasibly accessible by Contractor's side-loading Collection vehicles. Contractor shall not be required to Collect any Solid Waste that is not placed inside a Container or Collect any Container that is Overflowing or Overweight.

5.8.4 Commercial and Multi-Family Automated Collection Service

Contractor shall use Automated Collection Service to Collect Source Separated Green Container Organic Waste and other Solid Waste from all Commercial and Multi-Family Customers. Contractor shall not Collect Source Separated Green Container Organic Waste from Commercial Customers, including Multi-Family Customers, that have been granted a waiver by the City. Contractor shall Collect all Source Separated Green Container Organic Waste and other Solid Waste that is properly placed in Bins or Carts from all Commercial and Multi-Family Customers at minimum one (1) time per week, or more frequently if needed to handle the amount of Source Separated Green Container Organic Waste and/or other Solid Waste generated at the Premises, or to safeguard public health and safety.

5.9 Meet and Confer for Three-Container Collection Service

Notwithstanding any provision in this Agreement to the contrary, upon the request of any Party, the Contractor and City will meet and confer to discuss the transition of Collection services to a Citywide three-Container Source Separated Collection service in which each Customer will receive at least one (1) Container for Source Separated Green Container Organic Waste, one (1) Container for Source Separated Recyclable Materials, and one (1) Container for all other Source Separated Solid Waste, no later than September 1, 2025, or thereafter, as determined upon mutual agreement of City and Contractor ("Transition"). Upon the effective date of any amendment to this Agreement effectuating the Transition, Sections 2.3(iii), 3.4(iii), and 12.8(iii) shall hereby be deemed void and of no force and effect, provided the foregoing will not extend to any loss, cost, liability, fine, penalty, damage, action, suit, duty, obligation, requirement, nonperformance, or noncompliance arising from or relating to actions or inactions prior to such time.

5.10 Temporary Bin and Roll-Off Box Collection Service

The Contractor shall offer temporary Bin Collection service and temporary Roll-Off Box Collection service to Residential and Commercial Premises, including Multi-Family Premises, for the Collection of Solid Waste or C&D Debris. The Contractor shall deliver and Collect temporary Bins and Roll-Off Boxes at the direction of the Customer. Temporary Bins and Roll-Off Boxes shall be free of graffiti and in good repair and must be

clearly marked and identifiable as belonging to the Contactor. In placing temporary Bins and Roll-Off Boxes, the Contractor shall not impede the flow of traffic. The designated Collection location, if disputed by the Customer or the Contractor, shall be determined by the City. Additionally, if in the City's opinion the location of an existing Collection location is inappropriate for aesthetic or safety reasons, City may require the Customer and/or Contractor to relocate the Collection location. Temporary Bin and temporary Roll-Off Box Collection service may require the Customer to obtain a City encroachment permit.

Contractor shall deliver loads of concrete, dirt or any other recoverable material to facilities that recover such materials. Contractor may charge no more than the Maximum Service Rates set forth in Exhibit 1 plus the actual Processing/Disposal cost per ton (net of any rebate for Recyclables).

5.11 Bulky Item Pick-Up Service

Contractor shall provide Bulky Item pick-up service to all Customers on a regularly scheduled Collection day in accordance with the rates specified in Exhibit 1.

5.12 Transportation, Disposal and Processing Service

Contractor shall Transport all Solid Waste that is Collected in City to a lawfully permitted Transfer facility, Materials Recovery Facility, Processing facility, or Disposal Facility. Source Separated Green Container Organic Waste shall be Transported to and Processed at an Organic Waste Processing facility. All other properly deposited Solid Waste shall be Transported to a facility which shall divert materials into Recyclables that can be Processed for recovery, and/or a facility for Solid Waste for Disposal at a landfill. For the avoidance of doubt, Contractor shall not be required to Transport Black Container waste to a High Diversion Organic Waste Processing Facility. Notwithstanding any provision in this Agreement to the contrary, Contractor shall determine the facilities utilized under this Agreement subject to change by City as provided in Section 15.1 or in the event of public health or safety emergencies.

Contractor shall notify the City in writing each year on or before July 1st to identify all the facilities to which the Contractor will Transport Solid Waste. Contractor shall ensure that, at a minimum, all materials shall be weighed upon delivery to a Processing facility or Composting facility, as applicable, and all weight and related delivery information recorded. For those facilities it operates, Contractor will permit visitation by City upon reasonable advance notice during normal operating hours and shall ensure that all scales are regularly maintained, accurate, and in compliance with Applicable Laws. Contractor shall ensure Disposal of any and all residue remaining from the Processing of Recyclable Materials and any non-processable materials in accordance with Applicable Law.

5.13 Contamination Monitoring

Contractor shall meet the SB 1383 Regulations contamination monitoring requirements by complying with Sections 5.13.1 and 5.13.2 as specified below.

5.13.1 Route Reviews

Contractor shall, at its sole expense, on a quarterly basis, commencing with the quarter after the Effective Date occurs, conduct Contractor Route Reviews for Prohibited Container Contaminants, in a manner consistent with and as defined in 14 CCR Section 18984.5(b), in a manner deemed safe by Contractor. Containers may be randomly selected along Hauler Routes. Contractor shall develop a hauler review methodology in compliance with 14 CCR Section 18984.5(b) and submit it to City not more than annually upon the request of City.

5.13.2 Facility Waste Evaluations

Contractor shall, at its sole expense, at least twice per calendar year but no more than quarterly, commencing with the quarter after the Effective Date occurs, conduct waste evaluations that meet the requirements of 14 CCR Section 18984.5(c) with respect to waste delivered to a Contractor-owned or -controlled facility, or with respect to information otherwise accessible to Contractor that permits it to perform characterization studies in accordance with Applicable Law. City maintains the right to observe, or hire a third party to observe, the waste evaluations. Contractor shall develop a waste evaluation methodology in compliance with 14 CCR Section 18984.5(c), including corrective actions that shall be taken by Contractor in the event of Contamination of greater than twenty-five percent (25%), and submit it to City not more than annually upon the request of City. Waste evaluations shall occur in two (2) distinct seasons of the calendar year. Contractor shall maintain records required under 14 CCR Section 18984.6 related to its compliance hereunder. Reports shall be provided to the City upon request.

5.13.3 Contamination Protocols

Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the protocols set forth in this Section.

1. **Record Keeping.** The driver or other Contractor representative shall record each event of identification of Prohibited Container Contaminants in a written log or in the on-board computer system including date, time, Customer's address, type of Container (Black or Green Container); and may maintain photographic evidence.

2. **First and Second Events.** Upon the first and second discoveries of Prohibited Container Contaminants in a Customer's Container within a given calendar year starting January 1, with the first calendar year starting on January 1, 2025, Contractor will Collect the contaminated waste if safe to do so and treat the waste as Solid Waste for handling and billing purposes. Contractor shall provide the Customer a "Courtesy Pick-Up Notice." The Courtesy Pick-Up Notice shall: (i) inform the Customer of the observed presence of Prohibited Container Contaminants; (ii) include the date and time the Prohibited Container Contaminants were observed; (iii) include information on the Customer's requirement to properly separate materials into the appropriate Containers, and the accepted and prohibited materials for Collection in the Black Container and/or Green Container; (iv) inform the Customer of the courtesy pick-up of the contaminated waste on this occasion with information that with a third and fourth discovery of Prohibited Container Contaminants, the Customer may be charged a Contamination Fee for each contaminated Container as described in Exhibit 1; (v) inform the Customer that with a fifth and any subsequent discoveries of Prohibited Container Contaminants, the Customer may be charged a Contamination Fee for each contaminated Container, and Contractor may increase the size of the Customer's Container or require an additional Container(s); and, (vi) may include photographic evidence. Contractor shall leave the Courtesy Pick-Up Notice attached to or adhered to the Customer's contaminated Containers; at the Premises' door or gate; or, subject to City's approval, may deliver the notice by mail, e-mail, text message, or other electronic message. Contractor shall attempt to contact the Customer if it appears Customer does not have the appropriate level of service for proper Collection of Source Separated Green Container Organic Waste or other Solid Waste. Contractor shall report issuance of Courtesy Pick-Up Notices to the City in accordance with Section 8.2.7.

3. **Third and Fourth Events.** Upon the third and fourth discoveries of Prohibited Container Contaminants within a given calendar year starting January 1, Contractor will Collect the contaminated waste if safe to do so and treat the waste as Solid Waste for handling and billing purposes. Contractor shall provide Customer a "Contamination Fee Notice." The Contamination Fee Notice shall: (i) inform the Customer

of the observed presence of Prohibited Container Contaminants; (ii) include the date and time the Prohibited Container Contaminants were observed; (iii) include information on the Customer's requirement to properly separate materials; (iv) indicate that the Customer will be charged a Contamination Fee as described in Exhibit 1 on their next bill; (v) inform the Customer that with a fifth and any subsequent discoveries of Prohibited Container Contaminants, the Customer may be charged a Contamination Fee for each contaminated Container and Contractor may increase the size of the Customer's Container or require an additional Container(s); and, (vi) include, for any assessed Contamination Fee, digital/visual documentation of Contractor's discovery of Prohibited Container Contaminants. Contractor shall leave the Contamination Fee Notice attached to or adhered to the Customer's contaminated Containers; at the Premises' door or gate; or, subject to City's approval, may deliver the notice by mail, e-mail, text message, or other electronic message. Contractor shall attempt to contact the Customer if it appears Customer does not have the appropriate level of service for proper Collection of Source Separated Green Container Organic Waste or other Solid Waste. Contractor shall report issuance of Contamination Fee Notices to City in accordance with Section 8.2.7.

4. **Five or More Events.** Upon each of the fifth and any subsequent discoveries of Prohibited Container Contaminants within a given calendar year starting January 1, Contractor will Collect the contaminated waste in the contaminated Container(s) if safe to do so, treat the waste as Solid Waste for Handling and billing purposes, and charge a Contamination Fee for each event. Contractor shall provide Customer a "Contamination Fee Notice" as described above. Upon five (5) business days' notice to City and the Customer, Contractor may (i) increase the size of the customer's Container, require additional Containers to accommodate excessive Prohibited Container Contaminants, or increase collection frequency; (ii) impose a Contamination Fee equal to fees for a period of six (6) months or until the Customer has demonstrated Prohibited Container Contaminants are not in Containers for a period of three (3) consecutive months; and/or (iii) provide notice that Contractor has recommended that City commence any applicable code enforcement action against the Customer. City will consult with Contractor and consider, and pursue as applicable, appropriate legal remedies against offending Customers in order to secure discontinuance of the Prohibited Container Contaminants. All City costs of such action shall be recovered from the offending Customers.

5. **Disputes.** If a Customer disputes, in writing, an assessment of a Contamination Fee within thirty (30) days of the assessment, Contractor will temporarily halt any such assessment and Contractor may request a ruling by the Public Works Director to resolve the dispute. A request by Contractor to the Public Works Director to render a decision on any such dispute must be filed within ten (10) business days of receipt of a Customer's written dispute, and Contractor must include written documentation and digital/visual evidence of ongoing overall problems. Upon receipt of such documentation, the Public Works Director will adjudicate the dispute within ten (10) business days, and the Public Works Director's decision resolving the dispute between the Customer and Contractor will be final.

5.14 Education and Outreach

5.14.1 City-Specific Website

Contractor shall maintain a City-specific website that fully explains the Contractor's services, the Maximum Service Rates specified in Exhibit 1, the Diversion options available, and allows Customers to submit service changes, inquiries, or complaints. The website must describe and promote the use of the available Organic and Non-Organic services and include information pertaining to SB 1383 compliance including waiver information and location and contact information of City's Food Recovery Organizations. Contractor will ensure that information provided on the website is maintained and up to date. Content will include proper Container set out, educational materials, newsletters, and program descriptions.

5.14.2 Lists of Acceptable Materials (Website)

Contractor shall maintain an accurate list on its website of acceptable materials for deposit in Containers, by type, as appropriate to encourage source separation.

5.14.3 Education and Outreach Materials

Contractor shall provide education and outreach activities and create and disseminate educational materials to Customers as required by, and in conformance with, Applicable Law, including 14 CCR Section 18985.1. In accordance with the foregoing, Contractor will provide regularly scheduled notices, education materials, billing inserts, or other information disseminated to Customers as required by Applicable Law. Contractor shall maintain records of its education and outreach activities and provide this information upon request to City. All educational materials and informative literature shall be printed and made available in English, Spanish, and Mandarin. City has a shared responsibility to cooperate with Contractor with respect to the education and outreach activities and creation and dissemination of educational materials hereunder.

5.14.4 Available Services Notice and Information

At least annually, Contractor must publish and distribute (by mail or electronically) a notice to all Customers regarding the full range of services offered. The notice must contain at a minimum (i) Contractor's local customer service phone number and website (ii) procedures for properly filling and setting out Containers, (iii) instructions as to what materials may or may not be placed in Containers, (iv) the days when Solid Waste Collection services will be provided and Holidays when Collection Services will not be provided, (v) how to select Container sizes to maximize Diversion, (vi) the fees for overage and contamination in the event of non-compliance, (vii) Bulky Item Collection services, and (viii) the dates and locations of Free Dumpster Days and Free Compost Giveaway Days. The notice must be provided in English, Spanish, and Mandarin and must be distributed by Contractor no later than February 1st of each calendar year.

5.15 Edible Food Recovery Support

5.15.1 Identification of Commercial Edible Food Generators

No later than January 1, 2025, and annually every January 1 thereafter, Contractor shall assist City in identifying Customers that meet the definition of Tier One or Tier Two Commercial Edible Food Generator and provide to City a list of such Customers, which shall include the following information: Customer name, service address, contact information, Tier One or Tier Two classification, and type of business.

5.15.2 Identification of Edible Food Recovery Organizations

To support City's efforts to promote Edible Food Recovery programs Contractor shall maintain, and update annually each January 1, a list of Food Recovery Organizations and Food Recovery Services and information about Edible Food Recovery on Contractor's website, which is specific to City and shall provide a link to information about City's Edible Food Recovery programs on Contractor's website.

5.15.3 Maintain and Promote Listings

Contractor shall cooperate with and assist City with the distribution of information to Commercial Edible Food Generators and Food Recovery Organizations regarding City's Edible Food Recovery programs.

5.16 Provision of Recovered Organic Waste Products

Contractor shall assist City in procuring sufficient quantities of Compost or Mulch, at composition levels to be determined by Contractor, to allow City to meet the City's required annual per capita procurement of products produced in accordance with 14 CCR Section 18993.1, at no cost, with such per capita procurement amounts prorated during any partial calendar year starting January 1 under this Agreement. Contractor shall

comply with the recordkeeping and verification requirements of 14 CCR Section 18993.2. Upon request of City, Contractor will meet and confer with City to discuss an amendment intended to establish a program that would be designed to assist the City in securing sufficient quantities of California-derived Renewable Natural Gas, if commercially available to Contractor, to meet the City's required annual per capita procurement of products produced in accordance with 14 CCR Section 18993.1.

5.17 Emergency or Disaster Recovery Service

In the event of a tornado, major storm, earthquake, fire, natural disaster, or other natural disaster or similar emergency event, Contractor agrees to (ii) provide disaster recovery support to a reasonable degree, upon request by City and (ii) the City may grant the Contractor a variance from regular routes and schedules, which will not be withheld unreasonably. In the event Contractor receives a variance, Contractor must advise the City when it is anticipated that normal routes and schedules can be resumed. The City will make an effort through the local news media to inform the public when regular services may be resumed. For work performed hereunder, which may include the hauling of debris; special handling such as burrito wrapping (tarping a load with plastic to prevent debris from escaping); temporary storage of debris where feasible; additional Disposal; use of different facilities; and documentation of debris type, weight, and Diversion, Contractor will receive additional and reasonable compensation, above the normal compensation contained in this Agreement, to cover the costs of all documented expenses based on Contractor's actual costs plus a reasonable profit provided Contractor has first secured written authorization and approval from City.

6 Other City Services

6.1 City Public Facilities Collection

Contractor shall Collect, Transport, Recycle, Process, and Dispose of all Solid Waste, including Source Separated Green Container Organic Waste, produced by City at City Facilities without charge to the City.

6.2 City Special Events Collection

Contractor shall Collect, Transport, Recycle, Process, and Dispose of all Solid Waste, including Source Separated Green Container Organic Waste, produced at City's annual Fourth of July celebration and up to ten (10) other, annual special events, as reasonably requested by City, such as concerts in the park, farmer's market (provided the market is operated by the City or a non-profit corporation) and similar community celebrations without charge to the City.

6.3 City Bus Stop Barrel Collection

Contractor shall Collect, Transport, and Dispose of Solid Waste deposited in Barrels at City bus stops at the locations and by the schedule set forth in Exhibit 2, without charge to the City or Customer. The times, days, and Barrel locations specified in Exhibit 2 may be modified from time-to-time upon request of Contractor, upon approval of the Public Works Director, whose agreement shall not be unreasonably denied. Contractor shall empty the bus stop Barrel(s), supply the new Barrel liner, and replace the Barrel liner. Contractor shall remove any Solid Waste outside of the Barrel(s) at the bus stop and pressure wash as needed.

Notwithstanding any provision in this Agreement to the contrary and starting on the Effective Date, Contractor shall provide Bus Stop Barrel Collection without charge to City or Customers, provided that upon any notice as specified in Section 4.2Contractor shall bill the City its then-existing rates for Bus Stop Barrel Collection set forth in Exhibit 1. Thereafter, Contractor shall invoice the City on the first business day of each month for Bus Stop Barrel Collection services rendered during the preceding month.

6.4 City Street Sweeping Service

Contractor shall provide Street Sweeping Service within City in accordance with Exhibit 3.

6.5 Compost Giveaway Events

Beginning January 1, 2025, at no additional cost to City or Customers, Contractor shall host two (2) "Compost Giveaway" events per calendar year, offering free Compost to Customers. Contractor shall host each event at a time and location mutually agreeable between the City and Contractor. During the event, Contractor shall distribute literature on SB 1383 compliance. All literature distributed at the event shall be printed and made available in English, Spanish, and Mandarin.

6.6 Dumpster Day Events

Beginning January 1, 2025, Contractor shall provide, at no charge to City or Customers, four (4) "Dumpster Day" events per calendar year (on days determined by the City) for the Collection of Bulky Items. Contractor shall also provide, at no charge, curbside pick-up of those Bulky Items during the week of the "Dumpster Day" events for Senior citizens' residences within the City, as coordinated by the City, provided that if curbside pick-ups for any Dumpster Day event exceed one hundred (100) pick-ups, then City and Contractor shall negotiate a reasonable charge for such excess pick-ups. In addition to the four (4) Dumpster Day events, the Contractor shall provide one (1) curbside Bulky Item pick-up per calendar year for Seniors at no charge to City or Customer. The Customer shall notify the Contractor at least twenty-four (24) hours in advance of scheduling the no charge curbside Bulky Item pick-up.

6.7 Holiday Tree Collection

Contractor shall provide Holiday tree Collection for all Residential Premises and Multi-Family Premises. Holiday trees must be placed at the curb or near a Customer's Container(s) for Collection during the three-week Collection period beginning January 2nd each calendar year during the term of this Agreement. Contractor must deliver the Collected Holiday trees to an appropriate facility for Disposal and/or Processing. This annual service will be provided at no additional charge to the Customer. Contractor is not required to divert Holiday Trees with tinsel, flocking, or ornaments.

7 Customer Billings, Charges, and Rates

7.1 Billings for Collection Services

Contractor is responsible for the billing and collection of payments for all services provided under this Agreement. Contractor shall bill Residential Customers quarterly in advance for all services and Commercial Customers monthly in advance for all services. The amount charged to Customers for all services shall not exceed the Maximum Service Rates established in Exhibit 1, as such rates may be adjusted under this Agreement.

7.2 Partial Month Service

If, during a month, a Customer is added or deleted, Contractor's billing will be pro-rated based on the weekly service rate (i.e., the service rate established in Exhibit 1 divided by four (4) times the number of actual weeks in the month that service was provided to the Customer).

7.3 Production of Invoices

Contractor shall prepare, mail, or electronically transmit, and collect bills (or shall issue written receipts for cash payments) for services provided by Contractor under this Agreement. Billing shall not be permitted more than fifteen (15) days prior to the initiation of Collection service period. Bills shall not be subject to late notification or charges until thirty (30) days following the closing day of the service period. Contractor shall include a customer service e-mail address and phone number on all billing notices. Contractor shall accept payment by check, credit card or ACH debit. Billings shall include sufficient space on the statement to accommodate up to twenty (20) typed characters as specified by the City. City shall have the right to revise the billing format, provided that reasonable notice is given. Where it has been determined that a Customer has overpaid for service for any reason, Contractor must provide the Customer a credit against future invoices or a refund (where the account is closing or as selected by the Customer, and where the refund amount exceeds the lesser of the regular invoicing amount or $200) within thirty (30) days of such determination.

7.4 Late Fees

Contractor may assess Customers a late payment fee of ten percent (10%) of the outstanding balance of any invoice after sixty (60) days, plus interest on the outstanding balance not to exceed an annual rate of twelve percent (12%). Such fees will be assessed if the outstanding balance is Five Dollars ($5.00) or greater.

7.5 Delinquent Service Accounts

The Contractor may discontinue service to a Customer who is delinquent in paying for services rendered no earlier than sixty (60) days after the last day of the billing period or that date on which the billing for the service period is delivered to the Customer, whichever is later. For this purpose, delivery of the billing shall include the date such billing is deposited by to Contractor into the U.S. Mail or delivered electronically. The Contractor shall notify the Customer and the Public Works Director or designee in writing of its intent to discontinue service not less than ten (10) business days before such discontinuation shall occur.

7.6 Annual City Approval of Maximum Service Rates

On or before May 1, 2025, and annually each May 1 during the term of this Agreement, the Contractor shall notify the Public Works Director of the CPI adjustments to the affected Maximum Service Rates. No later than each June 1, City shall notify Contractor of City's agreement or disagreement with Contractor's calculation of Maximum Service Rates. Any such agreement or disagreement shall occur at the administrative level.

7.7 Adjustments to Maximum Service Rates using CPI

Beginning on July 1, 2025, and each July 1 thereafter during the Term, Contractor shall, subject to compliance with all provisions of Section 7.8 and each subpart therein, receive an annual adjustment to the Maximum Service Rates as set forth in Exhibit 1.

7.8 Rate Increase Formula

Each of the Maximum Service Rates provided by this Agreement consists of the Operations Component and Disposal Component.

7.8.1 Operations Component

The Operations Component includes Contractor's then-current operational rate to Collect all Solid Waste, including Recyclable Materials and Organic Waste, from all Customers described in Section 5 according to the terms set forth in this Agreement. Also included in the Operations Component is Contractor's then-current operational rate to Transport all Solid Waste to the appropriate facility(ies). The Operations Component is to be adjusted in proportion to the percentage change in CPI for the immediately previous twelve-month period (March through February).

7.8.2 Disposal Component

The Disposal Component shall be based on the per ton costs incurred by Contractor for Disposal and Processing of all Solid Waste, including gate rates or Tipping Fees (inclusive but not limited to all taxes and surcharges) to Dispose and/or Process Solid Waste at the appropriate facility(ies). The Disposal Component is to be adjusted in proportion to the increase or decrease in costs as determined by the percentage change in gate rates or Tipping Fees (inclusive but not limited to all taxes and surcharges) at the appropriate facility(ies). The Disposal Component adjustment shall not exceed the percentage change in CPI, as described above.

7.9 Special Rate Adjustment

In the event circumstances beyond the control of Contractor impose or generate extraordinary cost in the performance of the Agreement, including but not limited to unanticipated increases in Disposal and operational costs in excess of CPI, Contractor may petition City to determine if an adjustment in compensation is warranted to avoid undue financial hardship on Contractor. For each request, Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate of extraordinary costs. City shall review Contractor's request and, in City's sole judgment, make the final determination on the adjustment, provide, however, that approval of such request not be unreasonably withheld. Further, the Parties agree that if Contractor uses a Disposal Facility other than the San Bernardino County landfill system, subject to City approval, then increases or decreases in the Tipping Fee portion of the Disposal Component for such alternate Disposal Site may be adjusted in excess of the percentage change in CPI in accordance with this Section 7.9.

7.10 Proposition 218

7.10.1 Hearing Procedures

At the City's election, in the City's sole discretion and without admitting the applicability of Proposition 218 (California Constitution Article XIII D) to the rates specified in Exhibit 1, City may determine to comply with the hearing and other requirements of Proposition 218 and the Proposition 218 Omnibus Implementation Act ("Proposition 218") with respect to the City's adjustment of the rates required to be paid by Customers.

7.10.2 Rate Invalidation Procedures

Within thirty (30) days of an Invalidation Action, City must provide written notice to Contractor identifying such action, with a written justification explaining why City is prohibited or disallowed from establishing, implementing, or adjusting Maximum Service Rate(s), in whole or in part ("Invalidation Notice"). Upon Contractor's receipt of an Invalidation Notice, Contractor will present an accounting of the amounts otherwise due and payable to Contractor but for the Invalidation Action. City and Contractor shall immediately meet and confer and agree to discuss (i) revisions to the schedule of Maximum Service Rates or City payment that may be acceptable to Contractor and/or (ii) adjustments to the services and programs in order to provide minimum State mandated services and programs within the then existing schedule of Maximum Service Rates ("Response Actions"). City and Contractor will negotiate in good faith and will not unreasonably withhold agreement to such Response Actions. If City and Contractor do not reach an agreement within sixty (60) days of the Contractor's receipt of the Invalidation Notice, or as extended by mutual agreement of the parties, Contractor may, notwithstanding Sections 4.1 and 4.2, terminate this Agreement at any time without cause or penalty, provided that termination shall not be effective until at least thirty (30) days' after Contractor issues a written notice of termination. During such period, Contractor will cooperate with City to transition services to City or its designee. Contractor's rights hereunder are in addition to any other rights of Contractor upon the invalidation of any Maximum Service Rate(s) that would otherwise be due and payable to Contractor.

8 Recordkeeping and Reporting

8.1 Recordkeeping

8.1.1 Accounting Records

Contractor shall maintain financial statements and other relevant information consistent with generally accepted business practices pertaining to Collection services provided under this Agreement, prepared on an accrual basis. The City retains the right, upon reasonable notice, to inspect and audit Contractor's financial statements and records with respect to services provided pursuant to this Agreement to confirm compliance and the calculation of Maximum Service Rates pursuant to Section 7 (Customer Billings, Charges, and Rates) and Section 9 (Fees Paid to City). The Parties acknowledge and agree that Contractor's financial information and records constitute proprietary information and trade secrets of Contractor. All financial information provided to City shall be held strictly confidential and not publicly disclosed, to the maximum extent permitted by law, and City shall use its best efforts to prevent any such disclosure. In the event that the audit concludes that Contractor is not in compliance and such non-compliance is material, which shall mean any underpayments greater than $50,000 or more as adjusted annually each July 1 by CPI, Contractor shall reimburse the City for the full cost of the audit plus any underpayments discovered during the audit.

8.1.2 Records Preservation

Contractor shall keep and preserve, during the Term of this Agreement, and for a period of not less than five (5) years following expiration or other termination hereof (or such longer time period if required by Applicable Law), full, complete, and accurate records, including all cash, billing and Disposal records, as indicated in the Agreement.

8.1.3 Materials Records

Contractor must maintain records of the quantities of (i) Residential, Multi-Family and Commercial Solid Waste Collected and Disposed under the terms of this Agreement, (ii) Recyclable Materials, by type, Collected, purchased, Processed, sold, donated or given for no compensation, and residue Disposed under the terms of this Agreement, (iii) Organic Waste by type, Collected, purchased, Processed, sold, donated or given for no compensation, and residue Disposed under the terms of this Agreement, and (iv) Construction and Demolition Debris Collected and Disposed under the terms of this Agreement.

8.1.4 Senate Bill 1383 Implementation Record

Notwithstanding any provision in this Agreement to the contrary, Contractor shall prepare and maintain the records identified in 14 CCR Section 18995.2(f), arising from the Organic Waste Collection services performed by Contractor and assist City in reporting such information.

8.1.5 Other Records

Contractor must maintain all other records reasonably related to provision of Solid Waste Handling Services and compliance with AB 939, AB 341, AB 1826, SB 1383, and all Applicable Laws, whether or not specified in this Agreement.

8.1.6 Access to Records

Contractor shall provide City with business hours access to and any necessary training for use of a Contractor-hosted recordkeeping system in order to validate Contractor performance in accordance with the Organic Waste program. City reserves the right to require Contractor to periodically submit all reports and information by electronic means in a format approved by the City. The City also reserves the right to

require Contractor to transfer Customer data periodically electronically to a City-selected web-based software platform.

8.2 Quarterly Reporting

Quarterly reports must be submitted no later than 5 p.m. PT on the last day of the month following the end of quarter in which the receipts are collected and must be provided electronically using software acceptable to the City. If the last day of the month falls on a day that City is closed or a Holiday, then the report will be due on the next business day. Quarterly reports to City must include:

8.2.1 Franchised Tonnage and Service Data

Contractor must report the number of unique Residential, Commercial and Multi-Family Dwelling accounts serviced, tonnage of Solid Waste Collected and Processed for Diversion broken down by Container type, and residual amounts from Recycling and Organic Waste Diversion operations that are landfilled. Quantities and accounts should be broken down by Single-Family Premise, Multi-Family Premise, Commercial Premise, and City Service Collection services. Multi-family reports must have tonnage assigned appropriately to Residential and Commercial generators.

8.2.2 Franchise Fee Payment Reporting

The report must include an accounting of Contractor's Gross Receipts received during the preceding quarter and the calculated Franchise Fee.

8.2.3 Overweight Vehicle Reporting

The quarterly report must include a summary total of all instances of Overweight Collection vehicles. This summary must include the number of Overweight vehicle instances expressed as a percentage of the total number of Collection vehicle loads transported during the reported quarter.

8.2.4 Non-Collection

The quarterly report must include a summary of each service unit receiving a Non-Collection Notice in the previous quarter.

8.2.5 On-Hold

The quarterly report must include each service unit that was not billed in the previous quarter due to vacation hold, vacancy etc.

8.2.6 Collection Overage Charges

The quarterly report must include each service unit incurring a charge for a Solid Waste Overage in the previous quarter.

8.2.7 Contamination Reporting

To the extent required by Applicable Law, the quarterly report must include a summary of all instances of qualifying contamination under the procedures in Section 5.13. This summary must include the total number of accounts where contamination occurred (where Courtesy Pick-Up Notices were issued), the total number of Contamination Fee Notices issued by Contractor to Customers, a list of accounts where such notices occurred, and the total number of instances where Collection Container size or Collection frequency was increased specifically due to contamination. Within twenty (20) business days of request by City, Contractor will provide copies of the Contamination Fee Notices and the digital documentation of Prohibited Container Contaminants.

8.2.8 Customer Service Log

The quarterly report must include the Customer service log collected from the previous quarter as required in Section 10.3.2 of this Agreement.

8.2.9 Data Transfer

If required by City, Contractor shall submit all reports by electronic means in a format compatible with the City's computers and software. At Contractor's expense, Contractor will provide City with business hours access to and any necessary training for use of a Contractor-hosted records systems in order to obtain and transfer Customer data.

8.3 Annual Reporting

An annual report must be submitted no later than 5 p.m. PT on March 1, 2025 and each March 1st thereafter for the previous calendar year. If March 1st falls on a day that City is closed, then the report will be due on the next business day. Annual reports must be provided electronically in software acceptable to the City. Annual reports shall summarize all information provided in the Quarterly Reports for the previous calendar year. In addition, the annual report shall include the following:

8.3.1 Organic Waste Data

Contractor shall provide an annual report of the information identified in 14 CCR Section 18994.2.

8.3.2 Financial Report

The number of Single-Family, Commercial and Multi-Family service units provided with Collection Services by service type, Container size, frequency of service and current billing rate including any additional services, the Contractor's Gross Receipts for each type of service unit, and the amount received for the sale of Recyclable Materials.

8.3.3 Education and Outreach Report

Contractor shall document all education and outreach activities conducted throughout the calendar year including, but not limited to, City event participation, school visits, site visits and waste assessments completed, bill inserts distributed, and tours and other activities related to the provision of Collection Services.

8.3.4 Property Damage and Personal Injury

A description of all cases of property damage and personal injury that have occurred while providing services for City pursuant to this Agreement in the immediate past calendar year.

8.3.5 Traffic Citations

A copy or description of all traffic citations received while providing services for City pursuant to this Agreement in the immediate past calendar year.

8.3.6 Collection Container and Vehicle Inventory

An updated complete inventory of Collection Containers by type and size, and an updated complete inventory of Collection vehicles including for each vehicle: make, model, year, license number, identification number and ownership, route number, date purchased, vehicle type, and tare weight.

8.3.7 Customer Service Log

A copy of the Customer service log, including a summary of the type and number of complaints and their resolution. Copies of a written record of all calls related to missed pick-ups and responses to such calls.

8.3.8 Summary Narrative

A summary narrative of problems encountered with Collection and Processing activities and actions taken. Indicate type and number of notices left at Customer locations. Indicate instances of property damage or injury, significant changes in operation, market factors, publicity conducted, needs for publicity, and similar information. Include description of Processed material loads rejected for sale, reason for rejection and disposition of load after rejection.

8.4 CalRecycle Reports

Contractor will prepare and submit annual reports to CalRecycle (the "Electronic Annual Report" or EAR), that includes, but is not limited to, supplying required data for preparation of the reports and completing all required data input in CalRecycle's reporting system. In the event that CalRecycle requires City to report an "Implementation Schedule" to comply with Applicable Law, Contractor will provide assistance to City in preparing a report, including Contractor's policies and procedures related to compliance with Applicable Law and how Recycling or Organics are Collected, a description of the geographic area, routes, list of addresses served and a method for tracking contamination, copies of Route Reviews, copies of notices, violations, education and enforcement actions issued, and copies of educational materials, flyers, brochures, newsletters, website, and social media. CalRecycle reports shall be provided to the City for review and approval no less than thirty (30) days prior to the report due date.

9 Fees Paid to City

9.1 Franchise Fee

In consideration of the rights provided to Contractor herein and as set forth in Section 3.1 of this Agreement, for the entire Term of this Agreement, Contractor shall pay City, in accordance with Section 9.4, a Franchise Fee of ten percent (10%) of all Gross Receipts received by Contractor under this Agreement. The Franchise Fee may be adjusted by resolution of the City Council. In the event the City adjusts the Franchise Fee, the City shall adjust the Maximum Service Rates by a commensurate amount to reimburse Contractor for additional Franchise Fee costs.

9.2 Recycling Revenue Sharing

On a quarterly basis (within forty-five (45) days after each quarter), Contractor shall remit (or cause the operator of the MRF at which Contractor deposits Solid Waste Collected within the City) to City twenty-five percent (25%) of the net revenue generated from sales of Recyclable Materials Collected by Contractor within the City. For purposes of this Section, net revenue shall mean Gross Receipts generated from such sale minus any amount paid to the users of the Recyclable Materials as incentives to divert materials. Contractor shall, on an annual basis, provide to the City a report describing the quantity of Recyclable Materials, the dollar value of those sold and the net revenue paid to the City, and explain the reasons, therefor.

9.3 Solid Waste Handling Fee

Commencing on December 1, 2031, and on each seventh anniversary thereafter, provided neither party has given Notice of Intent to Wind-Down as provided in Section 4.2, Contractor shall remit to City an amount equal to $84,782.90, as adjusted herein, to be used toward facilitating City's Solid Waste Handling operations ("Solid Waste Handling Fee"). The Solid Waste Handling Fee shall be adjusted in proportion to the percentage change in the CPI for the seven (7) previous twelve-month periods (March through February). Upon any notice as provided in Section 4.2, this Section 9.3 shall be of no further force or effect and Contractor shall not be obligated to pay any further fees under this Section 9.3

9.4 Time and Method of Payment; Late Fees

Fees owed to City shall be computed and paid based on Gross Receipts received each calendar quarter. Contractor shall prepare and mail such remittance on a quarterly basis to the Finance Director, and such remittance must be delivered or postmarked no later than forty-five (45) days following the end of each quarter.

Contractor shall pay interest on all unpaid, undisputed fees at the rate of six percent (6%) per annum from the date the fees were due and payable to the date actually paid.

If a delay is due to extenuating circumstances, Contractor must request approval in writing from the Public Works Director at least five (5) business days prior to the date on which fees and reports are due. City shall contact Contractor within three (3) business days of receiving request for submission delay as to whether delay shall be permitted.

9.5 Disputes

In the event of any disputes between the Contractor and the City with respect to the fees described in this Section 9, the City shall provide the Contractor with written objection within 180 days of the receipt of the report described in Section 8.2.2, indicating the portion of the report that is disputed and providing all reasons then known to the City for its objection to or disagreement with such amount. All amounts paid may be subject to independent financial audit and recompilation by the City. If, after a financial audit, such

recompilation indicates an underpayment or if an underpayment is determined by agreement, mediation, legal proceeding or otherwise, Contractor shall pay to City the amount of the underpayment, with interest thereof at the rate set forth in Section 9.1 from the date the underpayment amount was due to the City. If the objection was in good faith and the underpayment exceeds three percent (3%), Contractor shall reimburse City for all reasonable costs and expenses incurred in connection with the dispute within ten (10) Workdays of receipt of written notice from City that such is the case. If, the review indicates an overpayment, City shall notify Contractor in writing of the amount of the overpayment. Contractor may offset the amounts next due following receipt of such notice by the amount specified therein. Nothing contained in this subsection shall limit the authority of any authorized officer of the City or any other governmental agency to raise a further objection to any amount billed by the Contractor pursuant to an audit conducted pursuant to Applicable Law.

10 Quality of Performance of Contractor

10.1 City-Contractor Meetings

The Parties shall meet and confer at least once per quarter, upon the request of any Party, to discuss any matters arising from or relating to the Agreement as determined by the requesting Party.

10.2 Collection Performance Standards

10.2.1 Hours of Collection

The collection of Solid Waste shall only occur between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday and between the hours of 7:00 a.m. and 12:00 p.m., Saturday. Collection services will not take place on Sundays. Collection earlier than 7:00 a.m. may be authorized upon written approval of the Public Works Director; provided, that Contractor gives written notice to the affected Customers at least ten (10) days prior to the earlier Collection. To the extent reasonably possible, Collections on each route shall commence at the same point, at the same time and follow the same route each time Collections are made.

10.2.2 Holiday Service

The City observes New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day as legal holidays. Contractor is not required to provide Collection services or maintain office hours on these designated Holidays. In any week in which one of these Holidays falls on a Workday, Residential Collection Services for the Holiday and each Workday thereafter will be delayed one Workday for the remainder of the week with normally scheduled Friday Collection Services being performed on Saturday.

10.2.3 Accessibility

Contractor must Collect all Collection Containers that are readily accessible to Contractor's crew and vehicles and not blocked. However, Contractor may provide "push services" and "stinger/scout truck services" as necessary at the Maximum Service Rates set forth in Exhibit 1. Push services include, but are not limited to, dismounting from the Collection vehicle, moving the Collection Containers from their storage location for Collection and returning the Collection Containers back to their storage location. Stinger/scout truck services provide for the retrieval of Collection Containers from locations with accessibility constraints that make Containers difficult or impossible to access using regular trash collection trucks.

10.2.4 Manner of Collection

The Contractor must Collect Solid Waste with as little disturbance as possible and must leave any Container in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks, or mailboxes. Contractor's employees providing Collection Service must follow the regular walk for pedestrians while on private property and may not trespass nor cross property to the adjoining Premises unless the occupant or owner of both properties has given permission. Care should be taken to prevent damage to property, including flowers, shrubs, and other plantings.

10.3 Contractor's Customer Service

10.3.1 Customer Service Representative and Performance Standards

All service inquiries and complaints will be directed to Contractor. A representative of Contractor must be available to answer inquiries and receive complaints during normal business hours. All service complaints will be handled by Contractor in a prompt and efficient manner. In the case of a dispute between Contractor and a Customer, the matter will be reviewed, and a decision made by the Public Works Director.

Contractor shall maintain a local telephone number and maintain telephone listings in the directories of the telephone companies servicing Customers in the name by which the firm is most commonly known.

Contractor shall not repeatedly allow Customer service calls to be put on hold for longer than two minutes.

Contractor shall not repeatedly allow Customer service calls to ring more than ten (10) times.

Contractor's Customer service representatives will treat all Customers in a friendly and courteous manner.

Contractor's Customer service representatives will be fully knowledgeable about this Agreement and the services provided hereunder.

10.3.2 Customer Service Log

Contractor shall maintain a written record of all service requests and complaints received, including the name, address, and telephone number of the Customer, a description of the service requests and/or complaints, the time the service request and/or complaint was received, the action taken in response to the service request/complaint, and the time the responsive action was taken. Contractor shall provide City with a copy of the written Customer Service Log as described in Section 8.3.7.

10.3.3 Complaints and Claims

In the event any Customer reports to the Public Works Director a complaint or claim has not been resolved to the Customer's reasonable satisfaction, the Public Works Director may require Contractor to present a detailed report outlining the nature of the complaint and remedies proposed or action taken to resolve the complaint or claim. If, in the reasonable opinion of the Public Works Director, Contractor's remedies proposed and action taken are insufficient to resolve adequately the complaint or claim, then the Public Works Director may require Contractor to carry-out an alternative reasonable remedy process intended to resolve the complaint or claim. The remedies will be carried out at no cost whatsoever to City, unless otherwise specified by the Public Works Director. For those complaints related to repair or replacement of Collection Containers, the appropriate Sections of this Agreement will apply.

10.3.4 Missed Collections

For those complaints related to missed Collections, where Containers are properly and timely set out, that are received by 12:00 noon on a Workday, Contractor will return to the Service Unit address and Collect the missed materials before leaving the City for the day. For those complaints related to missed Collections that are received after 12:00 noon on a Workday, Contractor will have until the end of the following Workday to resolve the complaint.

10.4 Collection Vehicle Requirements

10.4.1 General

Contractor shall provide vehicles that are sufficient in number and capacity to efficiently perform the work required by this Agreement.

10.4.2 Reserve Equipment

Contractor shall have available to it, at all times, reserve Collection equipment which can be put into service and operation so as to prevent an interruption of services Citywide. Such reserve equipment must correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

10.4.3 Appearance

Contractor shall paint each vehicle periodically (including performing all necessary body work), as frequently as necessary to keep clean and in good repair. Contractor shall mark the rear, and both sides of each vehicle

with the Contractor's name, telephone number, and a vehicle number in letters contrasting sharply with the color of the truck and not less than six (6) inches in height. Contractor shall maintain each vehicle in a clean and sanitary condition both inside and out.

10.4.4 Maintenance

Contractor shall perform all scheduled maintenance functions upon Collection vehicles in accordance with the manufacturer's specifications and schedule. Contractor shall repair, or arrange for the repair of, all its vehicles and equipment for which repairs are needed because of accident, breakdown, or any other cause to maintain all equipment in a safe and operable condition. Contractor shall keep accurate records of all Collection vehicles maintenance and repair, recorded according to date and mileage, including signed verifications that repairs and maintenance has been properly performed, and shall make such records available to City upon request.

10.4.5 Emissions

Contractor's Collection vehicles shall comply with all rules and regulations of the South Coast Air Quality Management District, California Air Resources Board, and any other air-quality regulatory body that may be in authority during the Term of this Agreement.

10.4.6 Noise

Contractor’s vehicles using compaction mechanisms during the stationary compaction process shall not exceed a noise level of seventy-five (75) decibels (dB) twenty-five (25) feet from the Collection vehicle measured at an elevation of five (5) feet above ground level. Contractor shall submit to City, upon City's request, a certificate of vehicle noise level testing, by an independent testing entity, for any Collection vehicle which City or Contractor has received more than two complaints from different Customers regarding excessive noise in a twelve-month period.

10.4.7 Safety

Each vehicle used for Collecting, Transporting, Transferring, handling, Processing, or Disposing of Solid Waste shall be equipped with an audible warning device that is activated when the vehicle is backing up.

10.4.8 Litter Abatement and Minimization of Spills

Each truck shall be constructed and used so that Solid Waste, oil, grease or other fluids or liquids will not blow, fall or leak out of the truck onto the street. All Solid Waste shall be Transported by means of vehicles equipped with water-tight bodies fitted with close fitting metal covers. If any Solid Waste is dropped or spilled in Collecting, Transferring or Transporting, it shall be immediately cleaned up. A broom and shovel shall be carried on each truck at all times for this purpose. Any equipment oil, grease or any other fluids or liquids spilled must be covered immediately with an absorptive material and removed from the street surface. Contractor must notify the City’s Public Works Director within two (2) hours of any spills resulting from Contractor’s operations or equipment. When necessary, Contractor must apply a suitable cleaning agent and cleaning technique to the street surface to provide adequate cleaning as approved by the City’s Public Works Director to be compliant with the City’s stormwater permit. If required by Applicable Law, Contractor shall undertake any reporting and/or assist in the reporting related to any spill. If Contractor has not cleaned up such droppings or spill within a reasonable time then all expenses incurred by City in the collection and disposal of any such spilled or dropped Solid Waste, oil, grease or other fluids or liquids shall be paid to City, on demand, by Contractor.

10.4.9 Inspection of Vehicles

Contractor shall inspect each Collection vehicle daily to ensure that all equipment is operating properly. Collection vehicles that are not operating properly shall be removed from service until repaired and operating properly.

Contractor shall regularly inspect each Collection vehicle to ensure it meets the requirements of the California Vehicle Code. Upon request of the Public Works Director, Contractor shall provide to the City copies of its Biannual Inspection of Terminal ("BIT") inspection reports (including all attachments) to City within thirty (30) days of its receipt of such reports. Upon request of the Public Works Director, Contractor shall furnish City a written inventory of all equipment, including Collection vehicles used in providing service pursuant to this Agreement. This inventory shall list all equipment by manufacturer, ID number, date of acquisition, type, and capacity. Contractor shall make its BASIC Score as derived by the Federal Motor Carrier Safety Administration available to City upon request by the Public Works Director. City may cause or require any Collection vehicle used in performance of this Agreement to be inspected and tested at any time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of this Agreement.

The Chief of Police, Public Works Director or City Manager may authorize the removal of any vehicle from service if said vehicle is found to be in noncompliance with the California Vehicle Code. Vehicles shall not be returned to service until duly authorized by the Chief of Police or the Public Works Director.

10.4.10 Vehicle Certification

For each Collection vehicle used in the performance of services under this Agreement, Contractor must obtain a certificate of compliance (smog check) issued pursuant to Part 5 of Division 26 of the California Health and Safety Code (Section 43000 and following) and regulations promulgated thereunder and/or a safety compliance report issued pursuant to Division 14.8 of the California Vehicle Code (Section 34500 and following) and the regulations promulgated thereunder, as applicable to the vehicle. Contractor must maintain copies of such certificates and reports and must make such certificates and reports available for inspection upon request by the Public Works Director.

10.5 Containers

10.5.1 New Barrels for Residential Manual Barrel Collection Service

Contractor is required and shall provide new Barrels to all Customers receiving Residential Manual Barrel Collection Service. Contractor shall, in good faith, make efforts to diligently provide the new Barrels to Customers without undue delay beginning as of the Effective Date and shall coordinate with the City in that effort, including determining a reasonable and timely delivery schedule for all new Barrels subject to availability.

Subsequent to the delivery of the new Barrels, Contractor will provide one-time free pick-up of Barrels currently in use by Customers (“Used Barrels”). Contractor and City shall coordinate and agree as to when and how the pick-up will be accomplished and how noticing will be provided to Customers. If Customer authorizes the pick-up of the Used Barrels, Contractor shall Recycle or properly Dispose such Used Barrels. Contractor shall also Collect Solid Waste in any Used Barrels at the time of pick-up.

10.5.2 Container Collection; Tagging

Contractor shall only be required to Collect Containers that are delivered by Contractor and comply with SB 1383. Contractor will not Collect Containers that are not supplied by Contractor. Contractor shall “tag” any Containers set for Collection that are not supplied by Contractor and do not comply with SB 1383.

10.5.3 Ownership of Collection Containers

Ownership of Collection Containers distributed by Contractor is vested in Contractor.

10.5.4 Container Labeling Requirements

Contractor shall, in accordance with 14 CCR Section 18984.8, imprint or place a label on the body or lid of each new Container that has been provided by Contractor to a Customer that includes language or graphic images, or both, indicating the primary materials accepted and the primary materials prohibited in that Container. The imprint or label shall include Contractor company name and telephone number.

10.5.5 Container Color Requirements

Notwithstanding any provision in this Agreement to the contrary, all Containers provided by Contractor to Customers must comply with the color requirements specified in 14 CCR Section 18984.7 under the timelines and requirements of such section. Containers shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation, and the lids and bodies shall be uniform for each Container type, as follows: (i) Black Container bodies and lids shall be black; and (ii) Green Container bodies and lids shall be green. Hardware such as hinges and wheels on the Containers may be a different color than specified herein.

10.5.6 Handling of Collection Containers

All Collection Containers shall be placed upright. Containers shall not be placed or thrown on streets, alleys, highways, or adjoining property. Contractor and Contractor's agents or employees shall not cause Collection Containers to be thrown from the truck to the pavement or parkway, or in any other way break or damage or roughly handle the same. Any claim for damage to Containers, resulting from misuse or rough handling of the Containers by Contractor, shall be presented to Contractor by Customer. Contractor shall make a decision concerning settlement within five (5) business days after receipt of such claim.

10.5.7 Repair of Collection Containers

Contractor is responsible for repair of Collection Containers. Within five (5) Workdays of notification by City or Customer of the need for such repairs, Contractor must repair the Collection Container or if necessary, remove the Collection Container for repairs and deliver a replacement Collection Container to the Customer. Collection Container repair also includes the removal of graffiti from the Collection Container.

10.5.8 Replacement of Collection Containers

Contractor's employees must avoid damage to Collection Containers by unnecessary rough treatment. Any Collection Container damaged by the Contractor must be replaced by Contractor, at Contractor's expense, within five (5) Workdays at no cost or inconvenience to the Customer. Contractor shall replace up to one (1) lost, destroyed, or stolen Barrel per calendar year at no charge to the Customer unless such loss or destruction is caused by Customer. Contractor will be compensated for the cost of all other replacements at the Maximum Service Rates set forth in Exhibit 1. Contractor must deliver a replacement Collection Container to Customer within five (5) Workdays.

10.5.9 Container Exchange

Upon notification to Contractor by City or Customer that a change in their Collection Containers is required, or if Contractor deems a change is necessary to provide services in accordance with Applicable Law subject to City disapproval, Contractor must deliver such Collection Containers to such Customer within five (5) Workdays. Contractor is allowed to charge the Customer for the cost of exchanges in accordance with the appropriate "Collection Container Exchange" service rate set forth in Exhibit 1 as may be adjusted by City

under this Agreement. Additional Collection Containers or different size Collection Containers are subject to the applicable Maximum Service Rate set forth in Exhibit 1.

10.5.10 Newly Painted Bins and Roll-Off Containers

Contractor shall supply newly painted Bins and Roll-Off Containers in good condition which comply with Collection Container specifications in Section 10.5. If any changes to these specifications are adopted after the Effective Date that results in Contractor being required to replace Collection Containers before they have been fully depreciated, Contactor will be eligible for additional compensation in accordance with Section 15.1.

10.5.11 Bin and Roll-Off Signage, Painting, and Cleaning

All metal Bins and Roll-Offs of any service type furnished by Contractor must be either painted or galvanized. All metal or plastic Bins and Roll-Offs must display Contractor's name, Contractor's customer service telephone number, and the number of the Bin or Roll-Off and must be kept in a clean and sanitary condition. Bins and Roll-Offs should be free of dents and newly painted at the start of this Agreement and painted as needed to maintain an orderly appearance throughout the Term of the Agreement, but not less frequently than once every three (3) calendar years. Bins and Roll-Offs may be subject to periodic, unscheduled inspections by City and determination as to sanitary condition will be made by City.

10.5.12 Safety Markings

All Collection equipment used by Contractor must have appropriate safety markings including, but not limited to, highway lighting, flashing, and warning lights, clearance lights, and warning flags. All such safety markings must be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time.

10.6 Personnel

10.6.1 General Requirements

Contractor must employ and assign qualified personnel to perform all services required under this Agreement.

In providing services for City, Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or sexual orientation. Contractor shall take affirmative action to ensure such non-discrimination. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor shall, in all solicitation or advertisements for employees placed by or on behalf of Contractor, state that qualified applications will receive consideration for employment without regard to race, creed, color, national origin, sex or sexual orientation.

City may request the transfer of any employee of Contractor who materially violates any provision of this Agreement, or who is wanton, negligent, or discourteous in the performance of his or her duties under this Agreement.

Contractor's field operations personnel are required to wear a clean uniform shirt bearing Contractor's name. Contractor's employees, who normally come into direct contact with the public, including drivers, must bear some means of individual photographic identification such as a name tag or identification card.

Each driver of a Collection vehicle must at all times carry a valid California driver's license and all other required licenses for the type of vehicle that is being operated.

Subject to written notice by City, Contractor may be required to submit to the Chief of Police, for fingerprinting, all employees involved in Collecting, Hauling or Disposal of Solid Waste, subject to any conditions imposed by Contractor's Labor Agreement.

Contractor's employees, officers, and agents may not identify themselves or in any way represent themselves as being employees or officials of City.

10.6.2 Route Supervisor

Contractor must assign a qualified supervisor to be in charge of the Collection service within the City and must provide the name of that individual in writing to the Public Works Director no later than January 1, 2025, and any other time the individual in that position changes. The supervisor must be available to the Public Works Director through the use of telecommunication equipment at all times that Contractor is providing Collection services. In the event the supervisor is unavailable due to illness or vacation, Contractor must designate an acceptable substitute who will be available and who has the authority to act in the same capacity as the Route Supervisor.

10.6.3 Contract Manager

Contractor must designate an individual who serves the function equivalent to a "Contract Manager" and must provide the name of that individual in writing to City no later than January 1, 2025 and any other time the individual in that position changes. The Contract Manager must be available to the City through the use of telecommunications equipment at all times that Contractor is providing Collection services in the City. The Contract Manager must provide City with an emergency phone number where the Contract Manager can be reached outside of normal business hours.

11 Insurance and Performance Bond

11.1 Insurance Policies

Contractor must secure and maintain throughout the Term of this Agreement insurance as described in this Section 11 against claims for personal injury or damages to property which may arise from or in connection with Contractor's performance of work or services hereunder or the actions or inactions of Contractor in connection with Contractor's performance. Contractor's performance of work or services includes performance by Contractor's employees, agents, representatives, and subcontractors. City does not, and shall not, waive any rights against Contractor which it may have by reason of the hold harmless and indemnity agreements or the deposit by Contractor of the insurance policies described in this Section. The insurance required is in addition to and separate from any other obligations contained in this Agreement.

11.2 Minimum Scope of Insurance

Insurance coverage must be at least this broad:

1. Insurance Services Office Form No. GL 0002 (Ed. 1/96) covering Comprehensive General Liability and Insurance Services Office Form No. GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001), including X, C, U where applicable.
2. Insurance Services Office Form No.CA 0001 (Ed. 12/93) covering Automobile Liability, code 1 "any auto", or code 2 "owned autos" and endorsement CA 0025. Coverage must also include code 8, "hired autos" and code 9 "non-owned autos".
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability Insurance.
4. Environmental Pollution Liability Insurance.

11.3 Minimum Limits of Insurance

Contractor must maintain insurance limits no less than:

11.3.1 Comprehensive General Liability

$5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement, or the general aggregate limit must be $10,000,000. The required limits can be satisfied with an umbrella/excess liability policy.

11.3.2 Automobile Liability

$5,000,000 combined single limit per accident for bodily injury and property damage.

11.3.3 Workers' Compensation and Employers Liability

Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of $1,000,000 per accident.

11.3.4 Environmental Pollution Liability

$5,000,000 per occurrence and $10,000,000 aggregate. Should coverage be claims made, coverage shall continue for five (5) years following the termination of this Agreement or should coverage be cancelled, tail or run-off coverage shall be purchased by Contractor for no less than five (5) calendar years. Coverage shall

include bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants resulting from Contractor's operations.

11.4 Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to City's risk manager and approved by the City. Should City form a reasonable belief that Contractor may be unable to pay any deductibles or self-insured retentions, Contractor must procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by City's risk manager.

11.5 Endorsements

The policies are to contain, or be endorsed to contain, the following provisions:

11.5.1 General Liability, Automobile and Environmental Liability Coverage

1. City, its elected officials, officers, employees, agents, and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by, or on behalf of, Contractor; products and completed operations of Contractor; premises owned, leased, or used by Contractor; and automobiles owned, leased, hired, or borrowed by Contractor. The coverage must contain no special limitations on the scope of protection afforded to City, its elected officials, officers, employees, agents, and contractors.
2. Contractor's insurance coverage must be primary insurance as respects City, its elected officials, officers, employees, agents, and contractors. Any insurance, or self-insurance maintained by City will be in excess of Contractor's insurance and will not contribute with it.
3. Any failure to comply with reporting provisions of the policies will not affect coverage provided to City, its elected officials, officers, employees, agents, or contractors.
4. Coverage must State that Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The automobile liability policy shall be endorsed to delete the pollution and/or the asbestos exclusion and add the Motor Carrier Act endorsement (MCS-90), TL 1005, TL 1007 and/or other endorsements required by Federal or State authorities.

All Coverage. Each insurance policy required by this Agreement must be endorsed to state that coverage may not be canceled except after thirty (30) calendar days (ten (10) days in the event of cancellation for non-payment) prior written notice has been given to City. Moreover, Contractor will not order the cancellation of any required insurance policy or change in insurance policy limits without thirty (30) days prior written notice to City by Contractor.

11.6 Acceptability of Insurers

Insurance is to be placed with insurers authorized to do business in the State of California and with an A.M. Best rating of A-/VII or better.

11.7 Verification of Coverage

Contractor must furnish City with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences. City reserves the right to require complete, certified copies of all required insurance policies at any time. Contractor must furnish

City with a new certificate of insurance and endorsements on each renewal of coverage or change of insurers.

Proof of insurance must be mailed to the following address, or any subsequent address as may be directed by the City:

City of South Pasadena
Attn: Risk Manager
1414 Mission Street
South Pasadena, CA 91030

11.8 Subcontractors

Contractor must include all other companies and subcontractors providing services on behalf of Contractor at its request under this Agreement in the City as additional insureds under its policies or subcontractors and other companies must obtain separate certificates and endorsements. All coverages for companies and subcontractors shall be subject to all of the requirements stated herein. For the avoidance of doubt, facility operators and subhaulers are not considered subcontractors.

11.9 Modification of Insurance Requirements

The insurance requirements provided in this Agreement may be modified or waived by City's risk manager, in writing, upon the request of Contractor if City's risk manager determines such modification or waiver is in the best interest of City considering all relevant factors, including exposure to City.

11.10 Rights of Subrogation

All required insurance policies must preclude any underwriter's rights of recovery or subrogation against City with respect to matters related to Contractor's performance of its obligations under this Agreement, with the express intention of the Parties being that the required insurance coverage protects both Parties as the primary coverage for any and all losses covered by the above-described insurance. Contractor must ensure that any companies issuing insurance to cover the requirements contained in this Agreement agree that they will have no recourse against City for payment or assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which City is named as an additional insured will not apply to City.

11.11 Failure to Maintain Insurance

Should Contractor fail to obtain or maintain insurance as required by this Agreement, Contractor shall have seven (7) days to cure the defect, during which time, City shall have the option, but not the obligation to, at Contractor's sole expense obtain replacement insurance coverage during said cure period at Contractor's expense. Should Contractor fail to correct this defect within such time-frame, City shall have the option to terminate this Agreement immediately. The notice shall provide the date of termination.

12 Hold Harmless and Indemnification

12.1 Defense and Indemnity of Third-Party Claims/Liability

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, elected officials, agents, employees and volunteers ("City Indemnitees") from and against all liability including, but not limited to, any claim, demand, action, penalty, proceeding or suit in law or equity of any kind (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties), loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature to the extent arising out of or in connection with (i) Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, or (ii) the failure of Contractor to comply with any Applicable Laws (including, without limitation Environmental Laws, ordinances and regulations, and/or applicable permits and licenses), or (iii) the acts of the Contractor in performing services under this Agreement for which strict liability is imposed by law.

12.2 Nonwaiver

City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 11.

12.3 Diversion Indemnification

Contractor agrees to hold the City harmless and indemnify and defend (with counsel reasonably approved by City), from and against all fines or penalties imposed by CalRecycle on the City to the extent Diversion requirements set forth in Public Resources Code Section 41780 are not met by City and if the lack in meeting such requirements are attributable to the failure of Contractor to implement and operate the Diversion programs required by this Agreement or solely due to Contractor-caused delays in providing information that prevents Contractor or the City from submitting reports to regulators in a timely manner. In the event CalRecycle provides an administrative process to challenge the imposition of a compliance order or a fine or fines, Contractor will be responsible for engaging any consultants or attorneys necessary to represent City in any challenge at Contractor's sole cost and expense (with counsel reasonably approved by City). Any funds expended by Contractor, pursuant to this subsection, for fines and expenses (including consultant fees, attorneys' fees and costs) shall not be passed on to Customers as part of a rate increase or otherwise.

12.4 Hazardous Substances Indemnification

Contractor agrees to indemnify, defend (with counsel reasonably approved by City), protect and hold harmless the City Indemnitees from and against any and all claims, damages, demands, actions and causes of action (including administrative proceedings), suits, losses, costs and expenses (including but not limited to attorneys' fees and costs), penalties, fines, judgments or liabilities of any kind whatsoever resulting, arising from or attributable to the actions of Contractor, including removal action or response action undertaken pursuant to CERCLA or the Carpenter-Presley-Tanner Hazardous Substance Account Act of 1981, with respect to Solid Waste or Household Hazardous Waste Collected, Transported and/or Disposed of or handled by Contractor at Disposal Sites selected by Contractor. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA and Section 25364 of the Health & Safety Code to defend, protect, hold harmless and indemnify the City Indemnitees from all forms of liability under CERCLA and the Carpenter-Presley-Tanner Hazardous Substance Account Act of 1981.

12.5 Consideration

It is specifically understood and agreed that the consideration inuring to Contractor for the execution of this Agreement consists of the promises, payments, covenants, rights, and responsibilities contained in this Agreement.

12.6 Obligation

This Agreement obligates Contractor to comply with the foregoing indemnification and release provisions; however, the collateral obligation of providing insurance must also be complied with as set forth in this Agreement.

12.7 Subcontractors

Contractor must require all subcontractors performing work in the City to enter into a contract containing the insurance provisions set forth in Section 11 in which the subcontractor fully indemnifies City in accordance with this Agreement.

12.8 Exception

Notwithstanding other provisions of this Agreement to the contrary, Contractor's obligation to indemnify, hold harmless and defend City Indemnitees will not extend to any liability including, but not limited to, any claim, demand, action, penalty, proceeding or suit in law or equity of any kind (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties), loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature relating to, arising or resulting from, acts or omissions (i) not within the control of Contractor, (ii) constituting the active negligence, willful misconduct, material breach of this Agreement, or violation of law on the part of City Indemnitees, (iii) in connection with the nonuse of a High Diversion Organic Waste Processing Facility for materials deposited in Black Containers, or (iv) as limited by Public Resources Code Section 40059.1.

12.9 Uncontrollable Circumstances

If either Party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, acts of terrorism, landslides, lightning, forest fires, storms, floods, severe weather, freezing, earthquakes, other natural disasters, the threat of such natural disasters, pandemics (or threat of same), quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances, acts of government or governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the affected Party, then the affected Party will be excused from performance hereunder during the period of such disability.

1. The Party claiming excuse from performance must promptly notify the other Party when it learns of the existence of such cause, including the facts constituting such cause, and when such cause has terminated.
2. The interruption or discontinuance of services by a Party caused by circumstances outside of its control will not constitute a default under this Agreement.

12.10 Damage by Contractor

If Contractor's employees or subcontractors cause any injury, damage, or loss to City property, including but not limited to City streets or curbs, excluding normal wear and tear, Contractor must reimburse City for City's cost of repairing or replacing such injury, damage, or loss. Such reimbursement is not in derogation of

any right of City to be indemnified by Contractor for any such injury, damage, or loss. With the prior written approval of City, Contractor may repair the damage at Contractor's sole cost and expense. Any injury, damage or loss to private property caused by the negligent or willful acts or omissions of Contractor to private property must be repaired or replaced by Contractor at Contractor's sole expense.

13 Transition to Next Service Provider

If the transition of Collection services to another company occurs through expiration, termination, default or otherwise, Contractor shall cooperate fully with City and any subsequent contractors to ensure an orderly transition. Such cooperation shall include, but not be limited to, the transfer of non-proprietary computer data, files and tapes; providing non-proprietary routing information, billing and service information, Customer lists and other operating records needed to service all properties covered by this Agreement; providing a complete inventory of all Collection Containers; coordinating Collection of materials set out in new Containers if new Containers are provided for a subsequent agreement and providing other reports and data required by this Agreement.

Contractor shall provide City with detailed route sheets containing service names and addresses, billing names and addresses, monthly rate and service levels (number and size of Containers and pick-up days) at least thirty (30) days prior to the transition date, and provide an updated list two weeks before the transition and a final list of changes the day before the transition. In addition, Contractor shall be responsible for coordinating transfer immediately after Contractor's final pick-ups, so as not to disrupt service.

Contractor shall cooperate in good faith with City and new service provider in scheduling exchanges of Contractor's Containers with Containers provided by the new service provider so as to assure that customers neither need to find storage for two sets of Containers nor go without a Container for an inconvenient length of time; provided, Contractor is not under any obligation to permit the continued use of its Containers upon the start of services by any new service provider.

14 Default of Agreement

14.1 Default

City may terminate this Agreement by giving Contractor thirty (30) days advance written notice upon the happening of any one of the following events.

1. Any assignment of this Agreement by Contractor without complying with the requirements of Section 16.1.

2. Contractor takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any State thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

3. By order or decree of a court, Contractor is adjudged bankrupt or an order is made approving a petition filed by any of its creditors or by any of the stockholders of Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any notice of default will be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, such default will be deemed immediate; or

4. By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator takes possession or control of all or substantially all of the property of Contractor, and such possession or control continues in effect for a period of sixty (60) calendar days; or

5. Contractor has defaulted by failing or refusing to pay in a timely manner the monies due City and such default is not cured within thirty (30) calendar days of receipt of written notice by City to do so; or

6. Contractor has defaulted by allowing any final judgment for the payment of money owed to City to stand against it unsatisfied and such default is not cured within thirty (30) calendar days of receipt of written notice by City to do so; or

7. Contractor has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by Contractor, and is therefore, a “habitual violator.” In order to be deemed a “habitual violator” such violations must have occurred and been noticed to Contractor in writing not less frequently than three (3) times in any twenty-four-month period.

14.2 Discontinuance of Work

Upon receipt of a default action, the Contractor shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver, license or sublicense, or otherwise make available to the City within thirty (30) business days of said termination action all finished or unfinished documents and materials produced or procured under this Agreement, which shall become City property upon date of such

termination in accordance with reasonable terms and conditions, including measures required to protect the Contractor with respect to any of its licensors. The Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein within thirty (30) calendar days of said termination.

14.3 Survival

The rights and remedies of the Parties provided in this section shall not be exclusive and in addition to any other rights and remedies provided by law or under this Agreement.

15 Modification to the Agreement

15.1 City-Directed Change (Facilities; Containers)

City may request changes as specified in Section 5.12 and/or Section 10.5.10 as may from time-to-time be necessary and desirable for the public health and welfare. City agrees to adjust Maximum Service Rates and modify this Agreement to reflect additional costs borne by Contractor. When such modifications are requested, City and Contractor will negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of Contractor due to any modification in the Agreement under this Section 15.1. City and Contractor will not unreasonably withhold agreement to such compensation adjustment for any increase or decrease in the services or other obligations required of Contractor. Should agreement between City and Contractor on compensation adjustment not be reached within six (6) months of the change request, or other period as agreed upon by both Parties, City and Contractor agree to submit the compensation adjustment to binding arbitration as described in Section 15.3.

15.2 Change in Law

In the event any change in Applicable Law materially alters the obligations of Contractor, then the affected Maximum Service Rates, as established in Exhibit 1 of this Agreement, will be adjusted as provided herein. Nothing contained in this Agreement will require any Party to perform any act or function contrary to law. City and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law, including applicable case-law. When such modifications are made to this Agreement, City and Contractor will negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of Contractor due to any change in law or under this Section 15.2. City and Contractor will not unreasonably withhold agreement to such compensation adjustment or other obligations required of Contractor. Should agreement between City and Contractor on compensation adjustment not be reached within six (6) months of the change request, or other period as agreed upon by both Parties, City and Contractor agree to submit the compensation adjustment to binding arbitration as described in Section 15.3.

15.3 Arbitration

Arbitration shall be conducted by a single arbitrator. If, within twenty (20) days from the receipt of a request to arbitrate (or such longer period mutually agreed to by the Parties), the Parties are unable to agree on an arbitrator, then a single arbitrator shall be appointed pursuant to the Commercial Arbitration Rules of the American Arbitration Association, which shall govern any arbitration requested under this provision. Each Party shall bear its own costs and expenses of any arbitration. Each Party shall pay one-half of the costs of the arbitrator.

16 Other Agreement of the Parties

16.1 Assignment

No assignment of this Agreement or any right occurring under this Agreement may be made in whole or in part by Contractor without the express prior written consent of the City Council, which shall not be unreasonably conditioned, delayed, or denied. In the event of any assignment approved by the City Council, the assignee must fully assume all the liabilities of Contractor by way of an assignment and assumption agreement. Notwithstanding the above, an assignment to an affiliate of Contractor may be undertaken upon notice to City Manager, but without the requirement for its approval. For purposes of this provision, "affiliate" means any person or legal entity that, directly or indirectly, controls, is controlled by, or is under common control with Contractor.

The use of a subcontractor to perform services under this Agreement will not constitute delegation of Contractor's duties provided that Contractor has received prior written authorization from the Public Works Director to subcontract such services and the Public Works Director has approved a subcontractor who will perform such services. Contractor will be responsible for directing the work of Contractor's subcontractors and any compensation due or payable to Contractor's subcontractor will be the sole responsibility of Contractor. The Public Works Director will have the right to require the removal of any approved subcontractor for reasonable cause.

16.2 Permits, Licenses, and Chamber Membership

Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect throughout the term of this Agreement. Contractor must provide proof of such permits, licenses or approvals and must demonstrate compliance with the terms and conditions of such permits, licenses, and approvals upon the request of the Public Works Director. The Contractor must have a valid City of South Pasadena Business License throughout the term of the Agreement. Contractor shall maintain an active Chamber of Commerce membership.

16.3 Laws to Govern

The law of the State of California governs the rights, obligations, duties and liabilities of City and Contractor under this Agreement and governs the interpretation of this Agreement.

17 General Provisions

17.1 Consent to Jurisdiction

The Parties agree that any litigation between City and Contractor concerning or arising out of this Contract must be filed and maintained exclusively in the Superior Courts of Los Angeles County, State of California, or in the United States District Court for the Central District of California to the fullest extent permissible by law. Each Party consents to service of process in any manner authorized by California law.

17.2 Compliance with Laws

In the performance of this Agreement, Contractor must comply with all Applicable Laws, including, without limitation, the South Pasadena Municipal Code. City shall provide written notice to Contractor of any planned amendment of the South Pasadena Municipal Code that would substantially affect the performance of Contractor's services pursuant to this Agreement. Such notice must be provided at least thirty (30) calendar days prior to the City Council's approval of such an amendment.

17.3 Independent Contactor

In the performance of services pursuant to this Agreement, Contractor is an independent contractor and not an officer, agent, servant, or employee of City. Contractor will have exclusive control of the details of the services and work performed and over all Persons performing such services and work. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Neither Contractor nor its officers, employees, agents, contractors, shall obtain any rights to any benefits that accrue to City employees.

17.4 Entire Agreement

This Agreement and the attached Exhibits constitute the entire Agreement and understanding between the Parties, and the Agreement will not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the Parties.

17.5 Severability

Except as specified in Section 3.5, if any provision of this Agreement or the application of it to any Person or situation is to any extent held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to Persons or situations other than those as to which it is held invalid or unenforceable, will not be affected, will continue in full force and effect, and will be enforced to the fullest extent permitted by law.

17.6 Right to Require Performance

The failure of any Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right of the other Party thereafter to enforce same. Nor will waiver of any breach of any provision of this Agreement be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

17.7 All Prior Agreements Superseded

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

17.8 Amendments to Agreement

This Agreement may not be changed, modified, amended or waived, except in writing and as approved by Contractor and the City Council.

17.9 Headings

Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

17.10 Exhibits

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each such Exhibit is a part of this Agreement, and each is incorporated by this reference.

17.11 Waiver

Waiver by City or Contractor of any breach for violation of any term covenant or condition of this Agreement will not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach or violation of the same or of any other term, covenant, or condition. The subsequent acceptance by City of any fee, tax, or any other monies which may become due from Contractor to City will not be deemed to be a waiver by City of any breach for violation of any term, covenant, or condition of this Agreement.

17.12 Prohibition Against Gifts

Contractor represents that Contractor is familiar with City's prohibition against the acceptance of any gift by a City officer or designated employee. Contractor may not offer any City officer or designated employee any gifts prohibited by the City.

17.13 Point of Contact

The day-to-day dealings between Contractor and City will be between Contractor and the Public Works Director, or his or her designee.

17.14 City Representative

Whenever this Agreement requires the City to take any action, the City Council designates the Public Works Director to take such action on behalf of the City, unless another individual or entity is otherwise specified in this Agreement or unless the City Council designates actions to different Persons or itself. The Public Works Director may designate individual(s) to administer and monitor the provisions of this Agreement.

17.15 Notices

All notices required or provided for in this Agreement shall be provided to the Parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mails, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed notice (registered or certified) shall be deemed received five (5) days after deposit. A Party may change the address to which notice is given by giving notice and provided herein.

As to the City:

City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Attn: Public Works Director, Ted Gerber
Email: TGerber@SouthPasadenaCA.gov
Phone: (626) 460-6392

As the Contractor: Athens Services
14048 Valley Blvd.
City of Industry, CA 91746
Attn:
Email:
Phone:

Notice by City to Contractor of a Collection or other Customer problem or complaint may be given to Contractor orally by telephone at Contractor's local office with confirmation sent to Contractor via email by the end of the Workday.

17.16 Signatures

(a) Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) Scanned Signatures. In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e., files with .pdf, .tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof.

(c) Digital/Electronic Signatures. This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a City-approved method. The presence of an electronic signature on this document shall be construed as the Parties' consent to do business electronically.

[Signature page(s) follow]

IN CONCURRENCE AND WITNESS WHEREOF, City and Contractor have executed this Agreement as of October 2, 2024.

CITY OF SOUTH PASADENA:

By: _____

Evelyn Zneimer, Mayor

CONTRACTOR:

Arakelian Enterprises, Inc. d/b/a Athens Services

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

By: _____

Mark Perez, Deputy City Clerk

APPROVED AS TO FORM:

By: _____

Roxanne Diaz, City Attorney

Exhibit 1:
MAXIMUM SERVICE RATES
PARTIES TO INSERT REVISED RATE SHEET

Exhibit 2:
BUS STOP BARREL COLLECTION SCHEDULE

Exhibit 3:
SWEEPING SERVICES

1. Street Sweeping Services, Approved Sweeping Plan

Contractor shall provide Street Sweeping Services at City streets in public rights of way and other areas within the City, as specified herein, in accordance with the schedule, times, and routes provided in Exhibit 3-A ("Approved Sweeping Plan") without charge to City or Customers. Except as provided in this Exhibit 3 or the Approved Sweeping Plan, Contractor will perform Street Sweeping Services on a bi-weekly basis.

2. Changes to Approved Sweeping Plan

Contractor may request modifications to the Approved Sweeping Plan, subject to the approval of the Public Works Director, whose approval shall not be unreasonably conditioned, delayed, or denied. Further, prior to the start of any new Street Sweeping Service schedule or route, as approved by the Public Works Director, Contractor shall, at Contractor's own expense, provide a written notice to be included, by City, as an insert with regular billings to notify each affected Customer of the day or days of the week on which streets will be swept. The notice shall contain the day or days of the week upon which Solid Waste Collections and Street Sweeping Services will be made, the name, address and telephone number of Contractor, and other information and be provided to each Customer affected unit not less than fourteen (14) days prior to the change of any Street Sweeping Service schedule. Contractor shall also cause the schedule and route of the new Street Sweeping Service to be published twice in a responsible newspaper of local circulation once each week for two (2) successive weeks immediately prior to the change in the Solid Waste Collection and Street Sweeping Service schedule or route in a district. The published schedule and route shall contain the same information as the written notice outlined above and shall clearly indicate the precise area involved in the change.

3. Downtown Sweeping Service

Contractor shall perform Street Sweeping Service three (3) times every week between the hours of 5:00 am and 7:00 am within the City's Downtown area in accordance with the Approved Sweeping Plan.

4. City Parking Lot Sweeping Service

Street Sweeping Service shall include sweeping for the City's seven (7) parking lots specified in the Approved Sweeping Plan (collectively, "City Parking Lots"). Contractor shall sweep the parking lots at minimum one (1) time every other week at the schedule and route set forth in the Approved Street Sweeping Plan, or other frequency as agreed by Contractor and the Public Works Director. Contractor shall also Collect Solid Waste and supply and replace Container liners at any and all City Containers at the City Parking Lots two (2) times per week, or other frequency as agreed by Contractor and the Public Works Director, and pressure wash the parking lot one (1) time per calendar year at times and days approved by the Public Works Director, and in accordance with applicable stormwater regulations. Service shall also include removing any Solid Waste outside of the Containers and the Transportation and Disposal of Solid Waste Collected while providing the services hereunder.

5. City Garage Sweeping Service

Street Sweeping Service shall including sweeping for the City's "Mission Meridian" parking garage specified in the Approved Sweeping Plan. Contractor shall sweep the garage at least one (1) time per week, Collect Solid Waste, supply and replace Container liners at the three (3) parking garage Containers two (2) times per week or other frequency as agreed by Contractor and the Public Works Director, and pressure wash the parking garage one (1) time per calendar year at times and days approved by the Public Works Director and

in accordance with applicable stormwater regulations. Service shall also include removing any Solid Waste outside of the Containers and the Transportation and Disposal of Solid Waste Collected while providing the services hereunder.

6. Other Associated Work

If circumstances exist that require work similar to but not specifically provided for in this Exhibit, City may request Contractor to perform such other associated work ("OAW"). When Contractor performs OAW, the labor, materials, and equipment used in the performance of such work shall be subject to the prior written approval of City and Contractor. Examples of OAW include but are not limited to performance of special sweeps, flood clean-up, street sanitation for parades and celebrations, City requested clean-up services, additional porter services, emergency call-outs, pressure washing, bus shelter clean-up, increases in the frequency or amount of Street Sweeping Service, and any contingency where sweeper and supporting sweeper equipment could assist in a particular instance. Contractor shall be reimbursed for such services at its then-current hourly rates.

7. Equipment

Contractor shall use such standard heavy street sweeping equipment as is necessary to clean the City areas of paper, dirt, rocks, leaves and debris. Contractor shall also maintain all equipment. Equipment should be clean and in good mechanical condition, uniformly painted and numbered. In cases of equipment failure or operator failure which precludes the sweeping of scheduled streets during their posted time frames, Contractor shall make every reasonable effort to provide services during the scheduled time frames. Should the equipment or operator failure be of such a duration that the regularly scheduled street sweeping of a posted street is not able to be swept during the designated time frames, Contractor shall sweep those neglected (not swept during the designated time frames) streets during the first available opportunity.

8. Contractor/City Communication

Contractor shall establish and maintain an office and have an authorized supervisor as the point of contact for communications with City for street sweeping. Contractor's office shall have a twenty-four (24) hour telephone service and a responsible individual in charge seven (7) days a week to receive all requests for emergency service, which are forwarded by City. Contractor shall respond and provide emergency service within three (3) hours from the time a call is placed by the City. Requests for routine service or complaint issues shall be resolved expeditiously within the following twenty-four (24) hour period.

9. Disposal and Recycling of Materials

Contractor shall Transport and Dispose of all sweeping materials in accordance with all City, County, State, and Federal requirements. To the extent possible, Contractor shall Divert or Compost all street sweepings from landfills. Contractor shall report on a monthly basis the tonnage of sweepings Collected and the tonnage Disposed of at a Composting or Recycling center and the name and address of the facility. Upon City's request, Contractor shall also provide City with the pertinent information from the Composting or Recycling facility certifying the percentage of material Processed that is Disposed at landfill and where material is sent after Collection and Processing at the facility.

10. Hazardous Waste

Contractor shall not be required to remove any Hazardous Waste from the street surface. If, in the course of performing Street Sweeping Services, any suspected Hazardous Waste is encountered, Contractor shall immediately report the location to the City, and any other responsible agency.

11. Damage

Contractor shall report without delay any damage to City equipment, City property or private property. The Contractor shall be liable for damages solely caused by his/her actions. Any repairs and associated cost resulting from Contractor-caused damage shall be the responsibility of the Contractor.

12. Water for Dust Control

City shall provide sufficient water for use of sweeping operations to maintain a near dustless condition. Water for this use will be made available by the City at no cost to Contractor. Contractor is to coordinate with the Public Works Director in advance to identify the regular location(s) for water access. Access to water/hydrants without a meter is prohibited. If Contractor obtains water from a provider that is not the City, Contractor is responsible for obtaining and paying for the water except in such circumstances where the City no longer provides water to Contractor at no cost to Contractor, in which case the City will reimburse Contractor for the cost of procuring water from the City or a replacement provider, as applicable.

13. Wind-Down of Certain City Sweeping Services

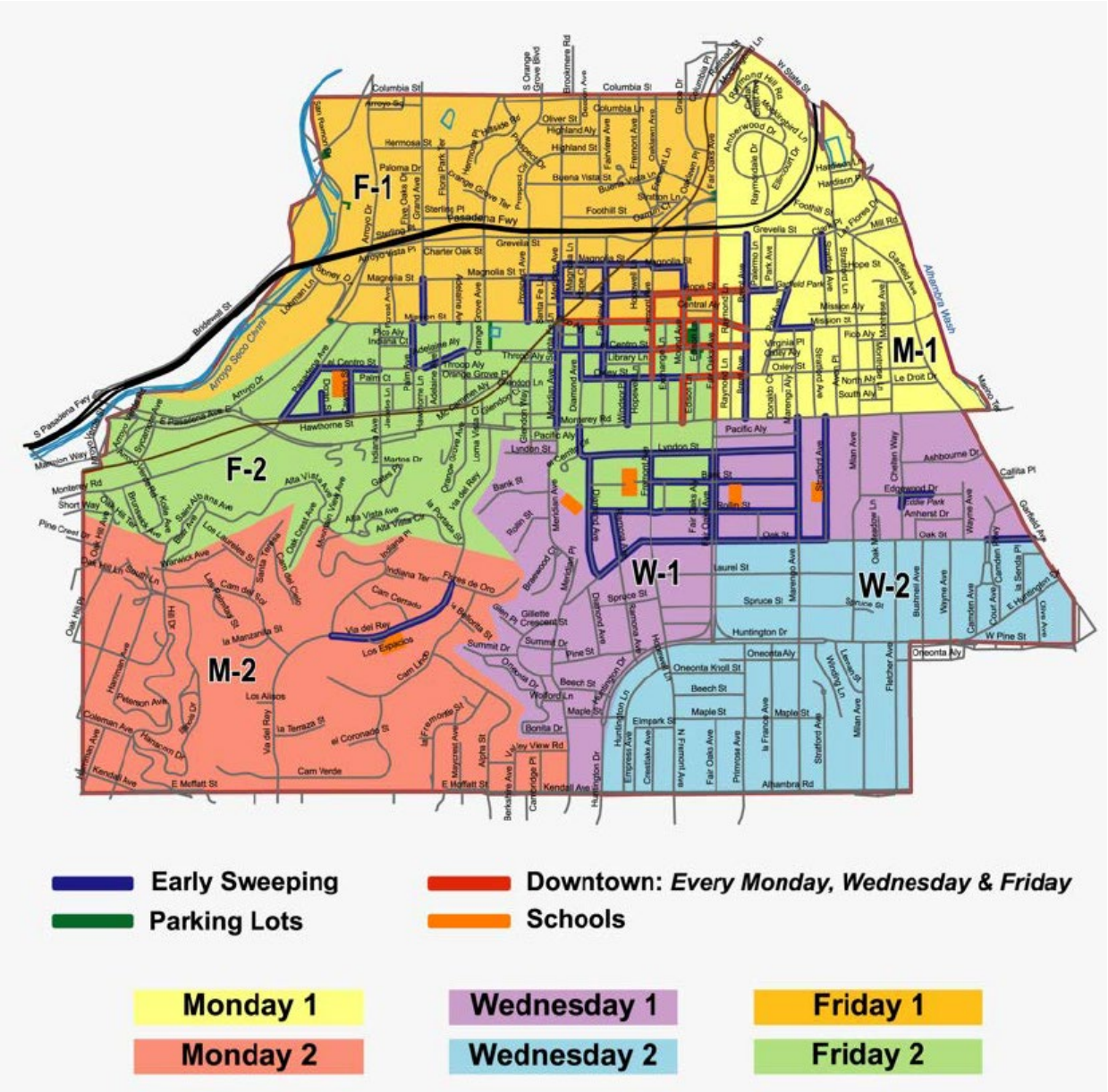
Notwithstanding any provision in this Agreement to the contrary, upon any notice specified in Section 4.2 of the Agreement, Contractor shall bill the City its then-existing rates, as listed in Exhibit 1, for services specified in Sections 4 (City Parking Lot Sweeping Service) and 5 (City Garage Sweeping Service) of this Exhibit. Thereafter, Contractor shall invoice the City on the first business day of each month for City parking lot and City garage sweeping services rendered during the preceding month. If City is unable, by operation of Applicable Law, to pay Contractor's then-existing hourly rates applicable for services hereunder, retroactively or prospectively, Contractor shall be entitled to a rate adjustment in accordance with Section 7.9 of the Agreement for the amounts that Contractor would have received but for operation of Applicable Law.

14. Prevailing Wage

Notwithstanding any provision in the Agreement to the contrary, the provision of Street Sweeping Services without charge to City is not subject to payment of prevailing wages or related laws, regulations, or policies ("Prevailing Wage Law"). In the event, the Prevailing Wage Law applies to Street Sweeping Services, retroactively or prospectively, Contractor shall be entitled to a rate adjustment in accordance with Section 7.9 of the Agreement for the provision of Street Sweeping Services in accordance with the Prevailing Wage Law.

Exhibit 3-A:
APPROVED SWEEPING PLAN

City Street Sweeping Route Map and Schedule



Sweeping shall occur between 7:00 am and 12:00 pm except areas designated for "Early Sweeping" which shall occur between 5:00 am and 7:00 am.

City Parking Lot Sweeping and Collection Schedule	
1. *Service Yard (825 Mission Street)* 2. *City CNG Station/Storage Yard (660 Stoney Drive)* 3. *Arroyo Seco Racquet Club (920 Loman Lane)* 4. *Arroyo Seco Golf Course (1000-1055 Lohman Lane)* 5. *Hope St. & Mound Ave. Lot (820 Mound Avenue)* 6. *El Centro St. and Mound Ave. Lot #1 (1500 El Centro Street)* 7. *El Centro St. and Mound Ave. Lot #2 (1507 El Centro Street)*	
Sweep Parking Lots	1 day every other week
Collect any and all Containers in Parking Lots	2 days per week (Tuesdays/Fridays)
Pressure Wash Parking Lots	1 time per calendar year

City Garage Sweeping and Collection Schedule	
Mission Meridian Garage (805 Meridian Avenue)	
Sweep Parking Garage	1 day per week
Collect three (3) Containers in Parking Garage	2 days per week (Tuesdays/Fridays)
Pressure Wash Parking Garage	1 time per calendar year

Exhibit 4:
LIST OF ACCEPTABLE ORGANIC WASTE MATERIALS

GREEN WASTE

- Flower and hedge trimmings
- Grass clippings
- Leaves and branches
- Weeds
- Lumber*
- Scrap wood*
- Plywood*

**Not painted or treated*

FOOD SCRAPS

- Bread, rice, and pasta
- Cheese and dairy
- Coffee grounds and filters
- Fruits and vegetables
- Flowers and herbs
- Meat, bones, and poultry
- Seafood and soft shells
- Pet food (nonmedicated)

FOOD-SOILED PAPER*

- Food-stained paper
- Paper egg cartons
- Paper napkins
- kitchen paper towels
- Pizza boxes
- Plates
- To-go boxes (no coating)
- Wood and fiber-based utensils

**Must be 100% fiber-based. No materials with - p*
wax, or bioplastic coating, liner, or laminate.

UNACCEPTED ITEMS

- All plastics
- Cacti, succulents, and yucca
- Compostable plastics (bioplastics)
- Coffee cups and pods
- Fats, oils, and grease
- Food stickers (please remove from items)
- Gloves
- Hard shells (clams, mussels, oysters)
- Medication
- Palm fronds
- Paper napkins with cleaning chemicals
- Paper towels with cleaning chemicals
- Parchment and wax paper
- Pet waste
- Rocks and soil
- Rubber bands and twist ties
- Tea bags
- Textiles
- Tissues and wet wipes

RESOLUTION NO. 2024-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPROVING AN EXCLUSIVE SOLID WASTE HANDLING AGREEMENT BETWEEN THE CITY OF SOUTH PASADENA AND ARAKELIAN ENTERPRISES, INC. (DBA ATHENS SERVICES), DIRECTING STAFF TO SCHEDULE A PUBLIC HEARING TO CONSIDER PROPOSED RATE INCREASES TO THE CITY'S CHARGES FOR THE COLLECTION, TRANSFER, TRANSPORTATION, RECYCLING, PROCESSING, AND DISPOSAL OF SOLID WASTE, INCLUDING ORGANIC WASTE, AND TO PROVIDE NOTICE OF THE PUBLIC HEARING IN ACCORDANCE WITH CALIFORNIA CONSTITUTION ARTICLE XIII D, AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

RECITALS:

WHEREAS, the Legislature of the State of California, by enacting the California Integrated Waste Management Act of 1989, as amended (California Public Resources Code Section 40000 *et seq*.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their respective jurisdictions; and

WHEREAS, the City Council has enacted Chapter 16 of the South Pasadena Municipal Code (Organic and Nonorganic Waste) to establish standards for the collection, transfer, transportation, recycling, processing, and disposal of solid waste, including organic waste and nonorganic waste ("Solid Waste Services"), and the awarding of franchise agreements for Solid Waste Services; and

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(1) and Sections 16.5 and 16.6 of the South Pasadena Municipal Code, the City is authorized to grant an exclusive franchise to a qualified solid waste enterprise for Solid Waste Services within the City without competitive bidding; and

WHEREAS, the City previously entered into an exclusive franchise Agreement for Refuse and Recyclable Materials Collection, Transportation, and Disposal with Arakelian Enterprises, Inc. (dba Athens Services) ("Athens") dated November 6, 1996, which agreement was previously amended on November 6, 2000 and November 15, 2017 (as amended, the "Current Agreement"); and

WHEREAS, following good faith negotiations, the City and Athens desire to enter into a new Exclusive Solid Waste Handling Agreement ("Exclusive Franchise Agreement"), a copy of which is on file in the office of the City Clerk, which will supersede and replace the Current Agreement, in order to add services in order to bring the City into compliance with applicable law, including Senate Bill 1383, the Short-lived Climate

Pollutant Reduction Act, and the SB 1383 Regulations, which require jurisdictions to provide organic waste collection services; and

WHEREAS, as required by the public health, safety and well-being, the City Council desires to approve the Exclusive Franchise Agreement; and

WHEREAS, the City Council is authorized pursuant to California Health and Safety Code Section 5471 to prescribe, revise and collect rates and charges for Solid Waste Services; and

WHEREAS, implementation of an SB 1383 program will result in additional costs being incurred by Athens, and in order to compensate Athens for its additional costs, Athens has requested the City Council to increase the maximum rates for Solid Waste Services for all premises in the City (single-family premises, multi-family premises, and commercial premises) in accordance with the Maximum Service Rates set forth in Exhibit 1 to the proposed Exclusive Franchise Agreement (the "Proposed Rate Adjustments"); and

WHEREAS, City staff recommends that the City Council consider the Proposed Rate Adjustments following a public hearing held and noticed in accordance with the requirements of Article XIII D, Section 6 of the California Constitution (also known as Proposition 218) and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750, *et seq*.) ("Implementation Act"); and

WHEREAS, the City Council desires to initiate proceedings to consider the Proposed Rate Adjustments; and

WHEREAS, the proposed Exclusive Franchise Agreement provides that it will not become effective until after the culmination of any proceedings relating to Proposition 218, resulting in the approval by the City Council of the Maximum Service Rates set forth in Exhibit 1 of the Exclusive Franchise Agreement; and

WHEREAS, City staff has evaluated the entering into of the proposed Exclusive Franchise Agreement and approval of the Proposed Rate Adjustments for purposes of compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq*.) (CEQA) and the California CEQA Guidelines and has determined that approval of the Exclusive Franchise Agreement and Proposed Rate Adjustments are intended to implement State mandated requirements of the California Senate Bill (SB) 1383, Short-lived Climate Pollutant Reduction Act of 2016. Pursuant to CEQA Guidelines Section 15308, Class 8, "Actions by Regulatory Agencies for Protection of the Environment," these actions are exempt from further review under CEQA. The development and implementation of the amended services is a requirement of the California Department of Resources Recycling and Recovery (CalRecycle) and is exempt from CEQA because it is an action pursuant to a regulatory requirement to assure the protection of the environment, and involves procedures for protection of the environment. Furthermore, the amended services apply to the City's existing volume of generated solid waste, where there is no expansion of use, and is therefore exempt from the CEQA analysis based on State CEQA Guidelines requirements under Section

21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class (1) "existing facilities."

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA AS FOLLOWS:

Section 1. The above recitals are true and correct and incorporated herein as if set forth in full.

Section 2. The City Council hereby approves the Exclusive Franchise Agreement and authorizes the City Manager to execute the Exclusive Franchise Agreement in substantially the form on file with the City Clerk, with such changes as deemed necessary or appropriate by the City Manager or City Attorney, and authorizes the City Manager to do all things necessary and proper to implement this resolution.

Section 3. The City Council hereby directs staff to proceed with mailing notice of a public hearing on the Proposed Rate Adjustments, to be held on November 20, 2024, or such other date selected by the City Manager, in accordance with the requirements of Article XIII D, Section 6 of the California Constitution and the Implementation Act.

Section 4. The City Council concurs with staff's CEQA determination set forth in the recitals.

Section 5. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of South Pasadena on this 2nd day of October 2024.

Evelyn G. Zneimer, Mayor

ATTEST:

Mark Perez,
Deputy City Clerk

APPROVED AS TO FORM:

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 2nd day of October, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____

Mark Perez,
Deputy City Clerk

CITY OF SOUTH PASADENA
CITY CLERK DIVISION
1414 MISSION STREET, SOUTH PASADENA, CA 91030
TEL: (626) 403-7210 ▪ FAX: (626) 403-7211
WWW.SOUTHPASADENACA.GOV

NOTICE OF PUBLIC HEARING IN CONNECTION WITH PROPOSED INCREASES TO THE MAXIMUM SERVICE RATES FOR SOLID WASTE SERVICES

Dear City of South Pasadena Customer/Owner of Record:

This notice is to inform you of a public hearing on proposed rate increases due to the rising costs of providing solid waste services in the City of South Pasadena.

PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, November 20, 2024, at 7:00 p.m.**, or as soon thereafter as the matter may be heard, the City Council of the City of South Pasadena will hold a public hearing in the Council Chambers of City Hall, 1414 Mission Street, South Pasadena, CA 91030, to consider increasing the Maximum Service Rates ("Rates") for the collection, transfer, transportation, recycling, processing, and disposal of solid waste ("Solid Waste Services").

The public hearing will be conducted in accordance with California Constitution Article XIII D, Section 6 (also known as Proposition 218). This notice is being sent to record owners of properties in the City that are subject to the Rates and to tenants that are directly responsible for paying for Solid Waste Services. As a result, you may receive duplicates of this notice.

Please check the agenda for the November 20, 2024 City Council meeting once it is posted on the City's website for additional information about how you can participate in the public hearing. Currently, members of the public have the option to participate in City Council meetings in person or virtually via Zoom or written public comment.

THE PROPOSED INCREASES TO THE MAXIMUM SERVICE RATES

The City currently contracts with a private solid waste hauler, Arakelian Enterprises, Inc. (dba Athens Services) ("Athens"), to provide Solid Waste Services. On October 2, 2024, the City Council approved a new agreement with Athens to provide Solid Waste Services ("Agreement"). The new Agreement will help ensure that the City complies with State law, including Senate Bill (SB)1383, the Short-Lived Climate Pollutant Reduction Act, and the SB 1383 Regulations,

which require the City to provide organic waste collection services. The City is proposing the Rate increases to cover the cost of providing Solid Waste Services under the new Agreement. The new Agreement will not become effective unless the City Council approves the proposed Rate increases.

The proposed increased Rates are shown on the attached chart. If approved by the City Council, the initial Rate increases will become effective on December 1, 2024. In addition, the Operations Component and the Disposal Component of the Rates may be adjusted on July 1, 2025, July 1, 2026, July 1, 2027 and July 1, 2028 without holding additional public hearings as follows:

The Operations Component (which includes Athens' costs of collecting and transporting Solid Waste) may be adjusted in proportion to the percentage change in the CPI for the immediately previous 12-month period (March through February). For purposes of the adjustment, the CPI is the Consumer Price Index for All Urban Consumers Series ID: CUURS49ASA0, Not Seasonally Adjusted, All Items, Los Angeles-Long Beach-Anaheim, CA as maintained and published by the United States Bureau of Labor Statistics, or its successor index.

The Disposal Component (which includes Athens' per ton costs of processing and disposing of Solid Waste) may be adjusted in proportion to the increase or decrease in costs as determined by the percentage change in gate rates or tipping fees (including but not limited to all taxes and surcharges) at the appropriate facility(ies) not to exceed the percentage change in the CPI, as described above.

PUBLIC HEARING AND PROTEST PROCESS

At the public hearing, the City Council will hear and consider all objections or protests to the proposed Rate increases. Any record owner of property subject to the Rates and any tenant that is directly liable for paying for Solid Waste Services (each, a "customer") may submit a written protest against the proposed Rate increases. If a parcel has more than one customer, only one written protest against the proposed Rate increases will be counted in determining the existence of a majority protest against the proposed Rate increases. A majority protest against the proposed Rate increases will exist if at the end of the public hearing, there are written protests submitted (and not withdrawn) by a majority of the customers subject to the proposed Rate increases. The City Council cannot adopt the proposed Rate increases if a majority protest exists.

How to Submit a Written Protest. To be counted in determining the existence of a majority protest against the proposed Rate increases, a protest must: (1) be in writing, (2) identify the parcel subject to the proposed Rate increases (by assessor's parcel number or service street address), (3) state opposition to the proposed Rate increases, and (4) include the name and original signature of the customer submitting the protest.

Written protests may be delivered in person to the City Clerk during the public hearing. Written protests may also be submitted prior to the public hearing by

mail or personal delivery to the Office of the City Clerk at 1414 Mission Street, South Pasadena, CA 91030. Protests that are mailed or delivered to the Office of the City Clerk must be received (not postmarked) at City Hall prior to 12:00 p.m. on November 20, 2024 to be counted. Emailed and faxed protests will not be accepted.

If you have any questions regarding the proposed Rate increases or would like to view the current rate schedule, please contact the City of South Pasadena Public Works Department at (626) 403-7240 or visit www.SouthPasadenaCA.gov.

CITY OF SOUTH PASADENA
PROPOSED RATE SCHEDULE
EFFECTIVE DECEMBER 1, 2024

MANUAL BARREL COLLECTION (Mixed Solid Waste + Organics)

SINGLE-FAMILY (1 UNIT)

Waste Type — *For Mixed Solid Waste and Organic Waste Collection*

Container Type — *Customers can have up to seven 32-gallon Barrels and can choose a mix of Black Barrels (for mixed Solid Waste) and Green Barrels (for Organic Waste) with a minimum of one Barrel of each color. Additional Barrels, after seven, require additional fees. There is no change in rate for having less than seven Barrels.*

Frequency — *1x Collection per week (minimum and maximum)*

	DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE	TOTAL MONTHLY RATE
1 UNIT	11.75	51.89	63.64	7.07	**$70.71**
EACH ADDITIONAL 32-GALLON BARREL	3.19	3.68	6.87	0.76	**$7.63**
ONE TIME DELIVERY CHARGE FOR ADD. BARREL	-	25.43	25.43	2.83	**$28.26**

MULTI-FAMILY (5+ UNITS) - MANUAL BARREL COLLECTION SERVICES ARE NOT OFFERED TO MULTI-FAMILY CUSTOMERS

COMMERCIAL - MANUAL BARREL COLLECTION SERVICES ARE NOT OFFERED TO COMMERCIAL CUSTOMERS

AUTOMATED BIN COLLECTION (Mixed Solid Waste)

SINGLE-FAMILY (1 UNIT)

Waste Type — *For Mixed Solid Waste Collection. Organic Waste Collection Service is required in addition to this Mixed Solid Waste Collection Service.*

Container Type — *Option of 1.5 yard, 2 yard, 3 yard, 4 yard, and 6 yard Bin*

Frequency — *Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week*

Required Additional Services/Fee — *Organic Waste Collection Service is required in addition to this Mixed Solid Waste Collection Service.*

	DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE	TOTAL MONTHLY RATE
1.5 YARD BIN					
1X per week	31.99	98.03	130.02	14.45	**$144.47**
2X per week	64.03	174.04	238.07	26.45	**$264.52**
3X per week	96.06	215.84	311.90	34.66	**$346.56**
4X per week	128.15	257.49	385.64	42.85	**$428.49**
5X per week	160.18	299.28	459.46	51.05	**$510.51**
6X per week	192.16	341.01	533.17	59.24	**$592.41**
2 YARD BIN					
1X per week	42.44	103.39	145.83	16.20	**$162.03**
2X per week	84.86	184.19	269.05	29.89	**$298.94**
3X per week	127.33	229.58	356.91	39.66	**$396.57**
4X per week	169.79	274.81	444.60	49.40	**$494.00**
5X per week	212.22	320.23	532.45	59.16	**$591.61**
6X per week	254.68	365.54	620.22	68.91	**$689.13**
3 YARD BIN					
1X per week	64.10	145.44	209.54	23.28	**$232.82**

2X per week	128.19	171.80	299.99	33.33	**$333.32**
3X per week	192.32	197.96	390.28	43.36	**$433.64**
4X per week	256.45	235.62	492.07	54.67	**$546.74**
5X per week	320.53	279.13	599.66	66.63	**$666.29**
6X per week	384.67	305.45	690.12	76.68	**$766.80**
4 YARD BIN					
1X per week	75.39	170.21	245.60	27.29	**$272.89**
2X per week	200.01	265.38	465.39	51.71	**$517.10**
3X per week	339.41	345.76	685.17	76.13	**$761.30**
4X per week	473.74	431.23	904.97	100.55	**$1,005.52**
5X per week	603.45	521.31	1124.76	124.97	**$1,249.73**
6X per week	751.96	592.61	1344.57	149.40	**$1,493.97**
6 YARD BIN					
1X per week	99.15	222.38	321.53	35.73	**$357.26**
2X per week	261.93	346.09	608.02	67.56	**$675.58**
3X per week	443.84	450.70	894.54	99.39	**$993.93**
4X per week	619.01	562.03	1181.04	131.23	**$1,312.27**
5X per week	788.13	679.42	1467.55	163.06	**$1,630.61**
6X per week	981.76	772.27	1754.03	194.89	**$1,948.92**

MULTI-UNIT DWELLINGS (2 UNITS OR MORE)

Waste Type	*For Mixed Solid Waste Collection. Organic Waste Collection Service is required in addition to this Mixed Solid Waste Collection Service.*
Container Type	*Option of 1.5 yard, 2 yard, 3 yard, 4 yard, or 6 yard Bin*
Frequency	*Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week*
Required Additional Services/Fee	*Monthly Bin Rental Fee must be added to monthly service charge. Organic Waste Collection Service is required in addition to this Mixed Solid Waste Collection Service.*

	DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE	TOTAL MONTHLY RATE
BIN RENTAL FEE (in addition to per unit charge below)					
1.5 YARD BIN	5.16	21.73	26.89	2.99	**$29.88**
2 YARD BIN	7.09	29.46	36.55	4.06	**$40.61**
3 YARD BIN	10.42	43.32	53.74	5.97	**$59.71**
1X PER WEEK					
2 UNITS	15.59	70.51	86.10	9.57	**$95.67**
3 UNITS	19.09	84.57	103.66	11.52	**$115.18**
4 UNITS	22.50	98.62	121.12	13.46	**$134.58**
5 UNITS	25.85	112.43	138.28	15.36	**$153.64**
6 UNITS	28.06	121.96	150.02	16.67	**$166.69**
7 UNITS	29.96	129.70	159.66	17.74	**$177.40**
8 UNITS	31.74	137.54	169.28	18.81	**$188.09**
9 UNITS	33.68	145.42	179.10	19.90	**$199.00**
10 UNITS	35.54	153.19	188.73	20.97	**$209.70**
11 UNITS	37.46	161.08	198.54	22.06	**$220.60**
12 UNITS	39.26	168.79	208.05	23.12	**$231.17**
13+ UNITS (add per unit)	3.20	13.16	16.36	1.82	**$18.18**
2X PER WEEK					
2 UNITS	38.83	167.00	205.83	22.87	**$228.70**
3 UNITS	40.91	175.80	216.71	24.08	**$240.79**
4 UNITS	43.05	184.65	227.70	25.30	**$253.00**
5 UNITS	45.16	193.45	238.61	26.51	**$265.12**

6 UNITS	47.04	201.27	248.31	27.59	**$275.90**
7 UNITS	49.16	210.10	259.26	28.81	**$288.07**
8 UNITS	51.26	218.84	270.10	30.01	**$300.11**
9 UNITS	53.32	227.57	280.89	31.21	**$312.10**
10 UNITS	55.51	236.29	291.80	32.42	**$324.22**
11 UNITS	57.63	245.05	302.68	33.63	**$336.31**
12 UNITS	59.60	253.82	313.42	34.82	**$348.24**
13+ UNITS (add per unit)	4.81	19.74	24.55	2.73	**$27.28**
3X PER WEEK					
6 UNITS	78.92	334.32	413.24	45.92	**$459.16**
7 UNITS	80.83	342.14	422.97	47.00	**$469.97**
8 UNITS	82.73	350.07	432.80	48.09	**$480.89**
9 UNITS	84.51	357.69	442.20	49.13	**$491.33**
10 UNITS	86.65	366.09	452.74	50.30	**$503.04**
11 UNITS	88.65	374.25	462.90	51.43	**$514.33**
12 UNITS	90.54	382.94	473.48	52.61	**$526.09**
13+ UNITS (add per unit)	6.31	26.39	32.70	3.63	**$36.33**

COMMERCIAL

Waste Type — *For Mixed Solid Waste Collection. Organic Waste Collection Service is required in addition to this Mixed Solid Waste Collection Service.*

Container Type — *Option of 1.5 yard, 2 yard, 3 yard, 4 yard, 6 yard, or 3 yard compactor Bin*

Frequency — *Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week*

Required Additional Services/Fee — *Organic Waste Collection Service is required in addition to this Mixed Solid Waste Collection Service.*

	DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE	TOTAL MONTHLY RATE
1.5 YARD BIN					
1X per week	31.99	98.03	130.02	14.45	**$144.47**
2X per week	64.03	174.04	238.07	26.45	**$264.52**
3X per week	96.06	215.84	311.90	34.66	**$346.56**
4X per week	128.15	257.49	385.64	42.85	**$428.49**
5X per week	160.18	299.28	459.46	51.05	**$510.51**
6X per week	192.16	341.01	533.17	59.24	**$592.41**
2 YARD BIN					
1X per week	42.44	103.39	145.83	16.20	**$162.03**
2X per week	84.86	184.19	269.05	29.89	**$298.94**
3X per week	127.33	229.58	356.91	39.66	**$396.57**
4X per week	169.79	274.81	444.60	49.40	**$494.00**
5X per week	212.22	320.23	532.45	59.16	**$591.61**
6X per week	254.68	365.54	620.22	68.91	**$689.13**
3 YARD BIN					
1X per week	64.10	145.44	209.54	23.28	**$232.82**
2X per week	128.19	171.80	299.99	33.33	**$333.32**
3X per week	192.32	197.96	390.28	43.36	**$433.64**
4X per week	256.45	235.62	492.07	54.67	**$546.74**
5X per week	320.53	279.13	599.66	66.63	**$666.29**
6X per week	384.67	305.45	690.12	76.68	**$766.80**
4 YARD BIN					
1X per week	75.39	170.21	245.60	27.29	**$272.89**
2X per week	200.01	265.38	465.39	51.71	**$517.10**

3X per week	339.41	345.76	685.17	76.13	**$761.30**
4X per week	473.74	431.23	904.97	100.55	**$1,005.52**
5X per week	603.45	521.31	1124.76	124.97	**$1,249.73**
6X per week	751.96	592.61	1344.57	149.40	**$1,493.97**
6 YARD BIN					
1X per week	99.15	222.38	321.53	35.73	**$357.26**
2X per week	261.93	346.09	608.02	67.56	**$675.58**
3X per week	443.84	450.70	894.54	99.39	**$993.93**
4X per week	619.01	562.03	1181.04	131.23	**$1,312.27**
5X per week	788.13	679.42	1467.55	163.06	**$1,630.61**
6X per week	981.76	772.27	1754.03	194.89	**$1,948.92**
3 YARD COMPACTOR BIN					
1X per week	192.30	149.83	342.13	38.01	**$380.14**
2X per week	384.58	180.58	565.16	62.80	**$627.96**
3X per week	576.97	211.13	788.10	87.57	**$875.67**
4X per week	769.37	253.17	1022.54	113.62	**$1,136.16**
5X per week	961.62	301.09	1262.71	140.30	**$1,403.01**
6X per week	1154.01	331.80	1485.81	165.09	**$1,650.90**

ORGANICS COLLECTION

FOR SINGLE-FAMILY, MULTI-UNIT DWELLINGS, AND COMMERCIAL CUSTOMERS WITH AUTOMATED BIN COLLECTION

Waste Type — *For Organic Waste Collection Only (Food Scraps, Food-soiled Paper, Green Waste, etc.). Organic Waste Collection service is required. Mixed Solid Waste Collection Service is required in addition to this Organic Waste Collection Service.*

Container Type — *Option of 32-gallon Cart, 64-gallon Cart, 1.5 yard Bin, or 2 yard Bin (3 or 3+ yard Bins are not offered for Organics Collection)*

Frequency — *Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week*

	DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE	TOTAL MONTHLY RATE
64-GALLON CART (PRIMARY)					
1X per week	-	160.76	160.76	17.86	**$178.62**
2X per week	-	280.69	280.69	31.19	**$311.88**
3X per week	-	400.60	400.60	44.51	**$445.11**
4X per week	-	520.54	520.54	57.84	**$578.38**
5X per week	-	640.46	640.46	71.16	**$711.62**
6X per week	-	760.38	760.38	84.49	**$844.87**
64-GALLON CART (EACH ADDITIONAL)					
1X per week	-	136.31	136.31	15.15	**$151.46**
2X per week	-	238.67	238.67	26.52	**$265.19**
3X per week	-	341.10	341.10	37.90	**$379.00**
4X per week	-	443.47	443.47	49.27	**$492.74**
5X per week	-	545.88	545.88	60.65	**$606.53**
6X per week	-	563.67	563.67	62.63	**$626.30**
ORGANICS COMPACTOR					
Haul Rate		304.20	304.20	33.80	**$338.00**
Disposal/Ton Rate		153.79	153.79	17.09	**$170.88**

OTHER CHARGES AND SERVICES

	DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE	TOTAL MONTHLY RATE
ALL ACCOUNTS					
Late Fee (1.5% per month, $5.00 minimum)	-	6.00	-	0.67	**$6.67**
Declined Payment Charge	-	38.46	-	4.27	**$42.73**
Stop Service Charge	-	38.46	-	4.27	**$42.73**
Reactivation Charge	-	38.46	-	4.27	**$42.73**
Contamination Fee - all material (per occurrence)	-	76.89	-	8.54	**$85.43**
Cart/Barrel Roll-out Charge (per container, per frequency)	-	19.23	-	2.14	**$21.37**
Bin Lock Lids (per bin, per frequency)	-	18.80	-	2.09	**$20.89**
Bin Enclosure Pressure Washing (Per Hour, 1 Hour Minimum)	-	76.89	-	8.54	**$85.43**
Bin Wash-Out/Clean-Out Charge	-	76.89	-	8.54	**$85.43**
Bin Overflow Charges	-	76.89	-	8.54	**$85.43**
Bin Overweight Charges	-	76.89	-	8.54	**$85.43**
Bin Extra Dump Charge	-	76.89	-	8.54	**$85.43**
Bin Dead-Run Charge	-	76.89	-	8.54	**$85.43**
Bin Go-Back Charge	-	76.89	-	8.54	**$85.43**
Bin Delivery Charge	-	76.89	-	8.54	**$85.43**
Bin Exchange Charge	-	76.89	-	8.54	**$85.43**
Bin Bring-in Charge	-	76.89	-	8.54	**$85.43**
Priority Emergency Service	-	253.74	-	28.19	**$281.93**
Cardboard Boxes (per box)	-	6.11	-	0.68	**$6.79**
Cardboard Box Liners (per box liner)	-	0.60	-	0.07	**$0.67**
COMMERCIAL SERVICES					
Bulky Item Pick-Up - First Item, Dead-Run, or Go-Back	-	38.46	-	4.27	**$42.73**
Bulky Item Pick-Up - Each Additional Item	-	23.06	-	2.56	**$25.62**
3 Yard Temporary Bin	-	207.62	-	23.07	**$230.69**
3 Yard Temporary Bin - Extra Dump, Dead-Run, or Go-Back	-	107.66	-	11.96	**$119.62**
3 Yard Temporary Bin With Scout Service	-	246.08	-	27.34	**$273.42**
3 Yard Temporary Bin - Extra Dump with Scout Service	-	146.09	-	16.23	**$162.32**
3 Yard Temporary Bin - Per Day Over 7 Days with No Dump	-	26.15	-	2.91	**$29.06**
3 Yard Temporary Bin - Overweight, Overflow	-	79.53	-	8.84	**$88.37**
Lock-Lids for Temporary Bins	-	19.74	-	2.19	**$21.93**
Roll-off Rate per Haul (Plus Disposal Charges)	-	323.17	-	35.91	**$359.08**
Roll-off Roll-Top Rental Charge	-	76.89	-	8.54	**$85.43**
Roll-off Relocate Charge	-	128.82	-	14.31	**$143.13**
Roll-off Compactor Wash Out Charge	-	322.08	-	35.79	**$357.87**
Roll-off Demurrage (Per Day if no dumps in 7 days)	-	25.58	-	2.84	**$28.42**
Roll-Off Same Day Expedited Request	-	71.07	-	7.90	**$78.97**
Roll-Off Dead-Run Charge	-	177.68	-	19.74	**$197.42**
Storage Box Rental Charge	-	230.68	-	25.63	**$256.31**
Storage Box Delivery Charge	-	76.89	-	8.54	**$85.43**

RESIDENTIAL (SINGLE FAMILY & MULTI UNIT)					
Bulky Item Pickup (In Addition to Annual Event)	-	40.73	-	4.53	**$45.26**
Bulky Item Pick-Up - Each Additional Item	-	24.43	-	2.71	**$27.14**
Cart/Barrel Go-Back or Dead Run Charge	-	33.58	-	3.73	**$37.31**
Bin Push-out/Scout Charge (per bin, per frequency)	-	40.73	-	4.53	**$45.26**
CITY SERVICES					
City Garage ad Parking Lot Sweeping Service	-	1115.22	-	-	**$1,115.22**
Bus Stop Barrel Pick-Up	-	2973.93	-	-	**$2,973.93**

City Council Agenda Report

ITEM NO. 13

DATE: October 18, 2023

FROM: Arminé Chaparyan, City Manager

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

SUBJECT: **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.

Executive Summary

City staff have been working with the City's franchise waste hauler, Athens Services, to update the current exclusive refuse service agreement (Agreement) to include additional services required by Senate Bill (SB) 1383.

Athens Services proposed three different rate adjustment options/service models for meeting the requirements of SB 1383: two options kept the current Backyard Service (BYS) model, and one option proposed a hybrid BYS and Curbside Service model. On May 17, 2023, staff presented these options to City Council (Attachment 3). Council requested Athens Services to provide a fourth option for consideration: a BYS option with a fixed term length of ten (10) years, in lieu of the current rolling seven-year (7) term. Athens Services has provided the requested option and, additionally, a fifth option for Council consideration.

Details of all five options are included in this report. Staff recommends City Council review the updated options and provide staff direction on the future amendment of the City's Exclusive Refuse Service Agreement.

Background

Senate Bill 1383

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

organics collection services and require all residents and businesses to divert organic waste (yard waste, food scraps, food-soiled paper, etc.) from landfills to recycling facilities starting January 1, 2022, as regulated by the California Department of Resources Recycling and Recovery (CalRecycle). In addition, SB 1383 requires jurisdictions to establish an edible food recovery program, conduct education and outreach to the community, procure recyclable and recovered organic waste products for use within the City, secure access to recycling and edible food recovery capacity, and monitor compliance and conduct enforcement. Many jurisdictions delegate these tasks to their waste haulers.

Additional background information including the City's organic waste ordinance, the City's current exclusive refuse service agreement, the CalRecycle SB 1383 grant program, the Athens' Contract Ad Hoc Committee, the City's Notice of Intent to Comply, and the City's Corrective Action Plan, can be found as attachments in the May 17, 2023 City Council Staff Report (Attachment 3).

Update to Current Exclusive Refuse Service Agreement

City staff have been working with the City's franchise waste hauler, Athens Services, to update the Agreement, including the City's refuse rates and services, to accommodate the additional services required by Senate Bill 1383. Athens Services has now proposed a total of five different rate adjustment options/service models for meeting the requirements of SB 1383: four options keep the current BYS model and one option proposes a hybrid BYS and Curbside Service model. To further assist staff in examining these options, the City retained the services of MSW Consultants and R3 Consulting (Consultants). In addition, the Consultants will assist staff in drafting a new comprehensive Agreement once direction is received from City Council.

May 17, 2023 City Council Direction

On May 17, 2023, City staff and the Consultants presented an analysis of these options to City Council (Attachment 3). Council requested Athens Services to provide a fourth option for consideration with a fixed term length of ten years, in contrast with the proposed rolling seven and rolling ten-year terms. In addition, Council requested to determine the possibility of phasing in any rate increases. Lastly, City staff were directed to conduct a community meeting to gather feedback on the two proposed service models: the current BYS model and the traditional Curbside Service model.

Analysis

Updated Proposed Options

Athens Services has updated their proposal to offer five options for meeting SB 1383 requirements. A fourth option of a BYS, fixed 10-year term and a fifth option of a BYS, rolling 7-year term have been added and all previous three options have also been modified to include the costs of new SB1383-compliant containers.

All options include the following compliance programs for both residential and commercial accounts in addition to the required organics collection and recycling:

1. Quarterly Contamination Monitoring
2. Quarterly Outreach and Education
3. Commercial Account Food Recovery Support and Compliance Assistance
4. Quarterly Waste Stream Analysis
5. Procurement Support of Recycled Organic Products
6. Data Management and Reporting

To fulfill the residential and commercial organics collection and recycling service component, Athens has offered the five options summarized below. Attachment 1 provides a summary of Athens' proposed options in a table format.

OPTION 1

1. Leave the current backyard service (BYS) program "as is" for the entire residential area.
    - Athens will provide each resident with up to 7 new black and green, 32-gallon barrels for an additional 8.75% rate increase. Athens will replace the barrels at no cost as needed after 5 years.

    - This will include service by 8 unleaded BYS pick-up trucks and 2 Renewable Compressed Natural Gas (RCNG) front loaders (mother trucks), with one pass per resident with both mixed waste (trash and recyclables) and organics being placed into the same BYS truck.

    - Mixed waste will be processed at Athens' Material Recovery Facility (MRF) to separate recyclables. Organics (food scraps and yard waste), will be transferred at the MRF and transported to American Organics (AO) to be processed into compost.

2. Athens will institute a new residential & commercial 14.00% rate adjustment for SB 1383 programs upon the effective date of the Amendment, in addition to the regular annual rate adjustment that occurs on July 1.

3. Athens will institute discounted organic rates for all bin (dumpster) customers upon the effective date of the Amendment.

    - For all bin (dumpster) customers (commercial, multi-family, or residential) who require organics containers, Athens will provide multiple 36- and/or 64-gallon organics containers, per individual customer's service level needs.

- Athens will provide these organics containers at discounted rates for the life of the contract, discounted 15% below the current "pay-as-you-throw" rates in the approved rate schedule.

OPTION 2

1. Leave the current backyard service (BYS) program "as is" for the entire residential area (see Option 1, Item 1 above, with exception below).

    - Athens will provide each resident with up to 7 new black and green, 32-gallon barrels for no additional cost. Athens will replace the barrels at no cost as needed after 5 years.

2. Athens will not institute a rate adjustment to BYS rates for SB 1383 programs upon the effective date of the Amendment. Regular annual rate adjustment will occur on July 1, 2024.

3. Athens will institute an extraordinary rate adjustment of 20.00% over 2 phase-in periods to all rates other than the BYS residential rate, as follows:
   Effective with amendment = 10.00%
   Effective July 1, 2024 = 10.00% + regular annual rate adjustment

4. Athens will institute discounted organic rates for all bin (dumpster) customers upon the effective date of the Amendment (see Option 1, Item 3 above).

5. Athens will provide an "Electric Truck Pilot Program" for the residential BYS service. At no additional cost, when an electric truck becomes available that has the ability to perform the same work in a day that a current BYS truck currently provides, Athens will acquire this electric truck and exchange it temporarily for a three-month period with one of the current BYS trucks operating in South Pasadena. Upon completion of the three-month pilot program period, Athens will determine if the electric truck's performance is adequate and if a proposal to use all electric BYS trucks is desired by the City. If so, Athens will provide a proposal to change all unleaded BYS trucks to electric BYS trucks, and what affect that program would have on the rates.

6. Athens will continue to provide the Bus Stop Barrel Pick-up service & City Garage Sweeping service, at the current monthly service levels, at no additional charge to the City. This is proposed as an approximately $40,000.00 per year savings to the City.

7. The contract rolling term will be modified from a 7-year rolling term to a 10-year rolling term.

8. During the phase-in period from the amendment effective date through June 2025, the rolling term shall automatically renew. This is the period in which Athens is providing

rates to be phased-in per #2 & #3 above. The regular renewal term of the contract would start again July 1, 2025.

9. The annual rate adjustment formula in the contract will be modified from using the "Consumer Price Index (CPI), All Urban Consumers, Los Angeles/Long Beach/Anaheim area", to using the "CPI for Trash & Garbage Collection, US City Average" + 1%. Both of these CPI indexes are published on a monthly basis by the same governmental agency, the US Bureau of Labor Statistics. The current CPI index used in the Agreement accounts for residential homes and the cost of goods that residents are faced with (milk, bread, eggs, etc.). Athens has proposed that this index is unrelated to the trash industry, and as a result, the actual operating costs outpace the rate adjustments that are based on the described 'household' CPI. Athens has proposed that using an index that is related to the trash industry helps to cover the actual costs that the hauler is faced with.

OPTION 3

1. Change from the current BYS program to a traditional automated side loader curbside service program for **most** residents.

    - The majority of residents (except for #2 below, or as otherwise needed) will receive three new 64-gallon carts (barrels with wheels): one 64-gallon black cart for trash, one 64-gallon blue cart for recyclables, and one 64-gallon green cart for organics (food scraps and yard waste).

    - This would include service by three new RCNG side loader trucks. Instead of 1-pass with a BYS truck, customers will see 3 passes with 3 different side loader trucks.

    - Trash will be transferred at Athens' MRF and transported to a landfill. Recyclables will be processed at Athens' MRF. Organics (food scraps and yard waste) will be transferred at the MRF and transported to AO to be processed into compost.

2. For residential and multifamily BYS customers located in areas where Athens is unable to provide curbside service, there will be a change from the current 1-pass BYS program to a 2-pass BYS program. This will affect approximately 700 accounts that are in a "hard to service" area where the streets are too narrow for any type of automated side loader vehicle to navigate. This model would also apply to approximately 60 multi-family accounts that have five or more units where curbside service would not be realistic for the large number of units and barrels. These 760 accounts would need to remain with BYS service using only two unleaded BYS trucks and one RCNG front loader.

3. The proposed Curbside rate is $31.00 per month and the proposed BYS rate is $101.00 per month.

    - The Curbside Service rate includes the cost of 3 new carts for residential accounts.

    - BYS accounts will require an additional rate adjustment of 8.75% to cover the costs of up to 7 new 32-gallon barrels per BYS account.

4. Institute a 30% extraordinary rate adjustment over 2 phase-in periods to all rates other than the Curbside and BYS residential rates in #2 above, as follows:
    Effective with amendment = 15.00%
    Effective July 1, 2024 = 15.00% + regular annual rate adjustment

5. Athens will institute discounted organic rates for all bin (dumpster) customers upon effective date of Amendment (see Option 1, Item 3 above).

6. Athens will continue to provide the Bus Stop Barrel Pick-up service & City Garage Sweeping service, at the current monthly service levels, at no additional charge to the City. This is proposed as an approximately $40,000.00 per year savings to the City.

7. The contract rolling term will be modified from a 7-year rolling term to a 10-year rolling term.

8. During the phase-in period from an amendment effective date through June 2025, the rolling term shall automatically renew. This is the period in which Athens is providing rates to be phased-in per #4 & #5 above. The regular renewal features would start again July 1, 2025.

9. Modify the annual rate adjustment formula in the contract from "CPI" to "Trash CPI" + 1% (see the explanation in Option 2, Item 9).

OPTION 4

1. Leave the current backyard service (BYS) program "as is" for the entire residential area (see Option 1, Item 1 above).

2. Athens will institute a new 30.00% extraordinary rate adjustment for all services over 2 phase-in periods as follows:
    Effective with amendment = 15.00%
    Effective July 1, 2024 = 15.00% + annual rate adjustment

3. Athens will institute discounted organic rates for all bin (dumpster) customers upon effective date of Amendment (see Option 1, Item 3 above).

4. The contract rolling term will be modified from a 7-year rolling term to a 10-year fixed term, with two 5-year extensions that Athens receives only if specific compliance metrics are met.

OPTION 5

1. Leave the current backyard service (BYS) program "as is" for the entire residential area (see Option 1, Item 1 above, with exception below).

    - Athens will provide each resident with up to 7 new black and green, 32-gallon barrels for no additional cost. Athens will replace the barrels at no cost as needed after 5 years.

2. Athens will not institute a rate adjustment to BYS rates for SB 1383 programs upon the effective date of the Amendment. Regular annual rate adjustment will occur on July 1, 2024.

3. Athens will institute a 30% extraordinary rate adjustment over 2 phase-in periods to all rates other than the BYS residential rate, as follows:
    Effective with amendment = 15.00%
    Effective July 1, 2024 = 15.00% + regular annual rate adjustment

4. Athens will institute discounted organic rates for all bin (dumpster) customers upon effective date of Amendment (see Option 1, Item 3 above).

5. Athens will continue to provide the Bus Stop Barrel Pick-up service & City Garage Sweeping service, at the current monthly service levels, at no additional charge to the City. This is proposed as an approximately $40,000.00 per year savings to the City.

6. The contract term will remain a 7-year rolling term, and will include a 3-year "meet & confer" process if the intent to terminate the agreement is given. The 7-year rolling term will become fixed and begin to wind down after the 3-year period and only if both parties are unable to resolve the issues that triggered the intent to terminate.
    - If, and only if, the 7-year rolling term becomes fixed and begins to wind down after the 3-year "meet & confer" period is over, a 14.00% rate adjustment will be applied to the BYS rates.

7. Modify the annual rate adjustment formula in the contract from "CPI" to "Trash CPI" + 1% (see the explanation in Option 2, Item 9).
    - After 10 years, the +1% will be removed.

Community Outreach
In 2022, City staff conducted a survey to gather information on current practices and community preferences on service models. The survey received 465 responses and showed that respondents were relatively even-split on their preference between BYS and Curbside. See Attachment 3 for complete results of the survey.

Per Council's direction and to ensure a transparent and collaborative process, City staff, Consultants, and Athens Services, hosted a Solid Waste Community Feedback Session on July 20 to answer questions from the community and to solicit feedback on the proposed Athens options. The session presentation included an overview of the information provided to Council on May 17th. More than 120 community members attended the 2.5 hour meeting. The presentation, along with a Frequently Asked Questions document based on attendees' questions, is available on the City's organics recycling webpage (www.SouthPasadenaCA.gov/OrganicsRecycling) and attached (Attachment 2). Community members can continue to provide feedback and ask questions by emailing EnvironmentalPrograms@SouthPasadenaCA.gov. Below is a summary of the comments/concerns from the community session:

- In general, attendees spoke both in favor and against each service model discussed, and attendees expressed both satisfaction and disappointment with the service they receive from Athens Services.

- There were complaints regarding the cost of "Backyard Service" given that many residents, especially those in the southwest hills area, do not have backyards. These residents bring their containers to their front yards, and as a result, feel they are 'overpaying' for a partial service that those with backyards receive in full. As a note, the Athens staff and equipment necessary to provide the current service is the same for each residence, whether or not the resident has a backyard; Athens staff manually collect trash regardless of where the containers are located on the property.

- Questions were asked about how Curbside Service would impact parking, particularly where parking is limited in some areas, and how this will change with an increase in housing density, or whether there would need to be 'no parking days.' Other concerns were raised over the appearance of containers placed in the streets, and the need to use three different trucks to collect the three different containers. Questions were raised about the larger trucks and their impact to the street surfaces.

- Questions were asked about why rates might increase and if there was an option where the service and the rates stayed the same, to which the presenters responded, yes, with an extension of Athens' contract term (Option 2).

- A concern was raised related to the contract term length and fees shown in the rates (recycling fee, franchise fee, etc.), and why these are not shown in the bill.

- Attendees requested to review the Athens proposed options in more detail, rather than only comment on the service model options.

- Attendees requested more information on the environmental impacts of both service models. An evaluation of the impacts of emissions, noise, number of vehicles, etc. of the service options would require an in-depth study and lengthy analysis.

- Many residents communicated general customer service issues. During the session, City staff offered for those experiencing individual service issues to connect with staff or Athens after the meeting to seek a resolution.

Next Steps
Per Council's direction and to ensure compliance with the CAP, staff may conduct the following next steps:

1. Return to Council with a revised draft Agreement per Council's direction of SB 1383 implementation.
2. Once a revised Agreement is drafted per Councils, direction, conduct a Proposition 218 Public Hearing for rate changes.
3. Per the CAP, implement new collection services, among other state-mandated requirements, by March 1, 2024.

Fiscal Impact
Residential and commercial refuse rates, which are paid by customers directly to Athens, must be adjusted to accommodate the additional organics collection and recycling services required by SB 1383. The rate changes will depend on which proposed option(s) are included in the contract amendment. Proposed impacts to the City's budget, e.g. franchise fee collection, have not yet been analyzed in this process.

Key Performance Indicators 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.

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

Attachments

1. Table of Athens' Five Proposed Options for SB1383 Compliance
2. Solid Waste Community Feedback Session Presentation and Frequently Asked Questions
3. May 17, 2023 City Council Staff Report: Update of the City's Exclusive Refuse Service Agreement Related to the Implementation of SB 1383 Requirements

ATTACHMENT 1

Athens Services Proposed Options for SB1383 Compliance

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Athens SB1383 Proposals (5 Options)

All options will provide all SB1383 compliance programs for the entire city including:
1. Collection, transportation, and full processing of source separated organics
2. Quarterly contamination monitoring of organics containers (lid flipping)
3. Quarterly outreach & education (visits by Recycling Coordinators, newsletters, contamination follow-up)
4. Commercial account food recovery support (work with qualified commercial accounts to recover & distribute edible food)
5. Quarterly waste stream analysis (waste characterizations of different waste streams in the city)
6. Procurement support (assist City with requirement of procuring & using compost and reusable natural gas)
7. Data management & reporting of all SB1383 programs (City interface with Athens web based system, Cal Recycle reporting)

BYS = Backyard Service	Mixed Waste = Landfill Waste + Recyclables
HTS = Hard to Service	Organics = Green Waste + Food Scraps
RCNG = Renewable Compressed Natural Gas	Bin = Dumpster
MRF = Material Recovery Facility	Barrel = Container for BYS (no wheels)
AO = American Organics (Athens' organics processing facility)	Cart = Rolling Container for Curbside

1	2	3	4	5	6	7	8	9	10	11
Options	**Residential Rate**	**Hard-to-Service Areas**	**Residential Barrels**	**Commercial + Multifamily Rate**	**Organic Waste Rate for Bin Customers**	**Annual Rate Adjustment**	**Length of Contract Term**	**Fleet**	**Operations & Processing**	**Bus Stop Barrel Pick-up & City Garage Sweeping Service**
(1) Leave BYS as is for all - 7 year rolling contract	Total **22.75%** rate adjustment (14.00% for SB1383 requirements + 8.75% for new barrels) + annual rate adjustment	No changes	Athens will provide each resident with up to 7 new black and green, 32-gallon barrels for an additional 8.75% rate increase. Replace barrels for free as needed after 5 years.	14.00% rate adjustment + annual rate adjustment	Athens will provide organic containers (30 gallon or 60 gallon barrel) discounted at 15% below the current "pay-as-you-throw" rates.	No changes: Regular CPI annual rate adjustment on July 1	No changes: 7 year rolling term	No changes: *8 unleaded gasoline pick-up trucks *2 RCNG front loader trucks (aka mother trucks)	No changes: *1 pass per resident with both mixed waste and organics being placed into same BYS truck No changes: *Mixed waste processed for recyclables at MRF *Organics are transferred at a MRF and transported to AO for organics processing into compost	No changes
(2) Leave BYS as is for all - 10 year rolling contract	Total **0.00%** rate adjustment (0.00% for SB1383 requirements + 0.00% for new barrels) + annual rate adjustment Freeze rates through June 2024.	No changes	Athens will provide each resident with up to 7 new black and green, 32-gallon barrels for an additional 8.75% rate increase. Replace barrels for free as needed after 5 years.	Institute a 20% extraordinary rate adjustment over 2 phase-in periods: *Effective with amendment = 10% *July 1, 2024 = 10% + annual rate adjustment	Athens will provide organic containers (30 gallon or 60 gallon barrel) discounted at 15% below the current "pay-as-you-throw" rates.	Modify the annual rate adjustment from "CPI" to "Trash CPI + 1%"	Increase to 10 year rolling term. Automatically renew rolling term during phase-in period (Amendment effective date - June 2025). Regular term renewal begins July 2025.	No changes: *8 unleaded gasoline pick-up trucks *2 RCNG front loader trucks (aka mother trucks) Provide a "pilot program" with an electric BYS truck if & as soon as the proper technology becomes available	No changes: *1 pass per resident with both mixed waste and organics being placed into same BYS truck No changes: *Mixed waste processed for recyclables at MRF *Organics are transferred at a MRF and transported to AO for organics processing into compost	No additional charge to the City (savings of over $40K per year)
(3) Change BYS to Curbside for most - 10 year rolling contract	**Curbside:** Rate of $31.00 (includes new carts) **BYS (HTS Areas):** Rate of $109.84 ($101.00 + 8.75% rate adjustment for new barrels)	HTS Areas = must remain BYS, cannot switch to Curbside because streets are too narrow for larger vehicles and/or high quantity of barrels is not feasible for Curbside Affects approx. 700 residential accounts + 60 multifamily accounts	**Curbside:** Residents will receive 3 new 64 gallon barrels (black for trash, blue for recyclables, green for organics); cost included in rate. **BYS (HTS Areas):** Athens will provide each resident with up to 7 new black and green, 32-gallon barrels for an additional 8.75% rate increase. Replace barrels for free as needed after 5 years.	Institute a 30% extraordinary rate adjustment over 2 phase-in periods: *Effective with amendment = 15% *July 1, 2024 = 15% + annual rate adjustment	Athens will provide organic containers (30 gallon or 60 gallon barrel) discounted at 15% below the current "pay-as-you-throw" rates.	Modify the annual rate adjustment from "CPI" to "Trash CPI + 1%"	Increase to 10 year rolling term. Automatically renew rolling term during phase-in period (Amendment effective date - June 2025). Regular term renewal begins July 2025.	**Curbside fleet:** *3 RCNG side loader trucks **BYS (HTS Areas) fleet:** *2 unleaded gasoline pick-up trucks *1 RCNG front loader truck (aka mother truck)	**Curbside:** *Change from 1 pass with BYS truck to 3 passes with side loader trucks (1 pass for each waste stream: trash, recyclables, organics) **BYS (HTS Areas):** *Change from the current 1-pass BYS collection (collecting mixed waste + organics with 1 BYS truck trip) to 2-pass BYS collection (collecting trash, recyclables, organics with 2 BYS truck trips) *Trash is transferred at a MRF and transported to a landfill for disposal *Recyclables are processed at a MRF *Organics are transferred at a MRF and transported to AO for organics processing into compost	No additional charge to the City (savings of over $40K per year)
(4) Leave BYS as is for all - 10+5+5 year fixed contract *Requested by Council on 5/17	Total **38.75%** rate adjustment (30.00% for SB1383 requirements + 8.75% for new barrels) for all services over 2 phase-in periods: a. Effective with amendment = 23.75% b. Effective July 1, 2024 = 15% + annual rate adjustment.	No changes	Athens will provide each resident with up to 7 new black and green, 32-gallon barrels for an additional 8.75% rate increase. Replace barrels for free as needed after 5 years.	Institute a 30% extraordinary rate adjustment over 2 phase-in periods: *Effective with amendment = 15% *July 1, 2024 = 15% + annual rate adjustment	Athens will provide organic containers (30 gallon or 60 gallon barrel) discounted at 15% below the current "pay-as-you-throw" rates.	No changes: Regular CPI annual rate adjustment on July 1	Modify to 10-year fixed term, with two 5-year extensions that Athens receives only if specific compliance metrics are met.	No changes: *8 unleaded gasoline pick-up trucks *2 RCNG front loader trucks (aka mother trucks)	No changes: *1 pass per resident with both mixed waste and organics being placed into same BYS truck No changes: *Mixed waste processed for recyclables at MRF *Organics are transferred at a MRF and transported to AO for organics processing into compost	No changes
(5) Leave BYS as is for all - 7 year rolling contract *Additional option proposed by Athens	Total **0.00%** rate adjustment (0.00% for SB1383 requirements + 0.00% for new barrels) + annual rate adjustment If the 7-year rolling term becomes fixed and begins to wind down after the 3-year "meet & confer" period (see column 8) is over, a 14.00% rate adjustment will be applied to the BYS rates at that time.	No changes	Athens will provide each resident with up to 7 new black and green, 32-gallon barrels for an additional 8.75% rate increase. Replace barrels for free as needed after 5 years.	Institute a 30% extraordinary rate adjustment over 2 phase-in periods: *Effective with amendment = 15% *July 1, 2024 = 15% + annual rate adjustment	Athens will provide organic containers (30 gallon or 60 gallon barrel) discounted at 15% below the current "pay-as-you-throw" rates.	Modify the annual rate adjustment from "CPI" to "Trash CPI + 1%." The 1% will be removed after 10 years.	Remains a 7-year rolling term. Include a 3-year "meet & confer" process if the intent to terminate the agreement is given. If, after the 3-year period, issues are not resolved, the 7-year term becomes fixed and begins to wind down.	No changes: *8 unleaded gasoline pick-up trucks *2 RCNG front loader trucks (aka mother trucks)	No changes: *1 pass per resident with both mixed waste and organics being placed into same BYS truck No changes: *Mixed waste processed for recyclables at MRF *Organics are transferred at a MRF and transported to AO for organics processing into compost	No additional charge to the City (savings of over $40K per year)

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ATTACHMENT 2

Solid Waste Community Feedback Session Presentation
and Frequently Asked Questions

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Overview

- Purpose of Community Feedback Session
- Overview of Athens Services
- New Solid Waste Regulations: Senate Bill 1383
- Current Waste Hauling Services
- Option for Council Consideration
- Next Steps
- Q & A + Community Feedback

Why are we here?

- There's a new state law that will affect the trash services in South Pasadena: the law is called Senate Bill 1383 (SB 1383).
- To accommodate the requirements of the new law, the current waste hauling agreement with Athens Services must be updated.
- Athens has provided City Council with a few options on how the agreement can be updated to accommodate the new law and new required services. One of the options proposes a change from the current Backyard Service model to a Curbside Service model.
- City Council reviewed these options at the May 17, 2023 City Council meeting and requested for Athens to make certain adjustments to the options. City Council has not yet decided on which option to choose pending their requested adjustments and the community's feedback on the potential switch to the Curbside Service model. The adjusted options will be brought to Council at a later date (date of meeting to be determined).

Why are we here?

- Today, we are seeking to:
  - ✓ inform and educate the community on the new law (SB 1383)
  - ✓ review the different proposed service models to accommodate the law
  - ✓ answer community questions and solicit feedback

Athens Services



THIS IS
ATHENS SERVICES





Founded more than **65 years** ago in 1957

Family-owned and **operated, recycling** and **waste diversion company** based in **Southern California**

BROAD RANGE OF SOLUTIONS:

- Residential and commercial
- Roll-off and construction and demolition (C&D)
- Street sweeping
- Composting of organics waste
- Landfill management

Athens Services

TODAY

50+ *communities in Southern California*

1,000+ vehicle fleet and growing

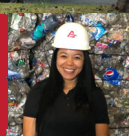
2.3M *residential, commercial, street sweeping, and industrial customers*

2,000+ *local team members*

Athens Services



OUR SERVICES & SOLUTIONS



Collecting waste and **recycling efficiently** and **safely**

Sorting, processing, and **marketing recyclable**

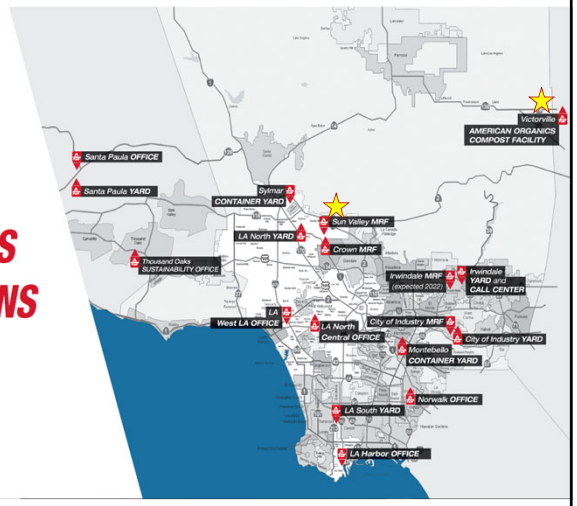
Reducing landfill waste through **maximum diversion**

Converting organic waste to **compost** or **fuel**

Protecting public safety and the **environment**

Athens Services

ATHENS SERVICES LOCATIONS



Athens Services

MATERIALS RECOVERY FACILITIES (MRFS)

Click here to see how a MRF works



Athens Services

Currently, the mixed waste from South Pasadena is taken to a MRF to be sorted for recyclables.

Organic waste (food scraps, food soiled paper, and yard waste) from South Pasadena is taken to American Organics and processed into compost.

AMERICAN ORGANICS COMPOSTING

Covered Aerated Static Pile (CASP) System

Maximize odor control

Reduce composting time from **6 months** to **2 months**

Support requirements of **SB 1383**



Athens Services

NEAR-ZERO EMISSIONS CNG FLEET



90% run on **renewable natural gas (RNG)**

Athens owns on-site **CNG fueling stations**

Each near-zero RNG truck is like taking 225 cars off the road

These vehicles support a safe, healthy and sustainable environment

OUR ZERO WASTE MISSION





- **Landfill-avoidance**
- **Dedicated** Recycling Coordinators
- **Domestic solutions** for recyclable materials
- Meet the state **diversion requirements**

Athens Services



COMMUNITY SUPPORT





- **Athens invests** in **local community organizations**
- **Food recovery organizations**
- **Chambers** of **Commerce**
- **Educational, athletic,** and **civic organizations**
- **Community, civic,** and **cultural events**

Athens Services



Athens provides FREE COMPOST for the City's SPRING and FALL COMPOST GIVEAWAY events



Athens Services

Athens Services

BE PART OF THE ATHENS WAY

SERVICE - PEOPLE - ENVIRONMENT

THE ATHENS WAY

Solid Waste Regulations

- Key Solid Waste Laws
- Senate Bill 1383
  - What is it?
  - What is the City responsible for?
  - How does SB 1383 impact you?

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Key Solid Waste Laws

- AB 939 – Waste diversion and recycling
- AB 341 – Mandatory commercial recycling
- AB 1826 – Mandatory commercial organics
- ***SB 1383 – Short-lived climate pollutants***
  - Purpose is to reduce landfilling of organics/edible food
  - Enforcement on jurisdictions and local entities began in 2022

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SB 1383

- **Goals**
  - Reduce organics to landfills by 50%
  - Reduce loss of edible food by 20%
- **Reduce landfilling of organics/edible food**
  - State enforcement on local jurisdictions to comply with SB 1383 began in 2022
  - Enforcement on individual generators (residents, businesses, edible food generators, food recovery organizations) will begin in 2024

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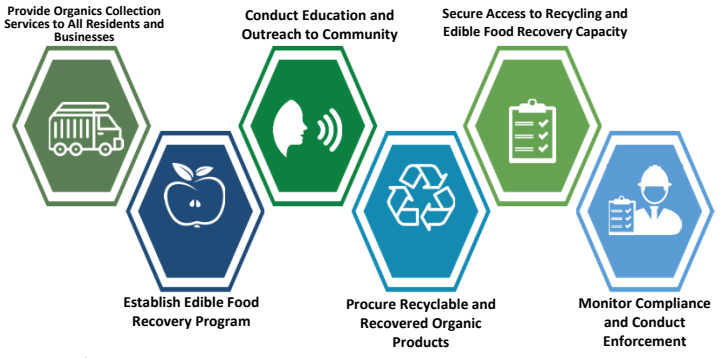
Jurisdiction Responsibilities

The City of South Pasadena is responsible for the following SB1383 requirements:



CalRecycle Enforcement

- CalRecycle is the state agency responsible for developing and enforcing SB 1383 regulations
- The City of South Pasadena was issued a Corrective Action Plan by CalRecycle and is required to fully comply with regulations following the actions and timeline outlined in the Corrective Action Plan
- Penalty amounts (per violation per day) resulting from noncompliance include:
  - Minor $500 – $4,000
  - Moderate $4,000 - $7,500
  - Major $7,500 - $10,000

City of SOUTH PASADENA 21 MSW CONSULTANTS

How does SB 1383 impact you?

- All trash customers will be required to source separate organic waste (food scraps, etc.) regardless of service model
  - food scraps are not allowed in your trash container and must be placed with your yard waste
- All trash customers will be provided new color-coded and labeled containers regardless of service model
  - per SB 1383 regulations, customer provided containers are noncompliant
- Multifamily accounts will receive an organics container(s) depending on needs
- Commercial accounts will receive an organics container(s) depending on needs

City of SOUTH PASADENA 22 MSW CONSULTANTS

How does SB 1383 impact you?

- Commercial accounts will have the opportunity to apply for a waiver if they do not produce enough organic waste
- Containers will be periodically inspected by Athens Services to ensure proper separation and disposal
- Possible new rates dependent on City Council's pending decision
- Possible new service model dependent on City Council's pending decision

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Current Waste Hauling Services Potential Service Changes

- What do current services look like and what are the challenges?
- What are the options for service models?

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Current "Backyard" Service

- Drivers pick up containers placed anywhere on the property that is accessible ("backyard") whether or not the property has a backyard
- There are currently 2 waste streams:
  1. **Mixed Waste (Trash + Recyclables)**
  2. **Organics (Yard Waste + Food Scraps)**
- Pick-up trucks pick up both mixed waste and organics and transfer them to a "mother truck"
  1. **Mixed Waste is processed for recyclables at MRF**
  2. **Organics are transported to American Organics to be processed into compost**





Current Fleet:
- 8 unleaded gasoline pick-up trucks
- 2 Renewable CNG front loader trucks

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Current Backyard Service





Drivers pick up customer containers from their property and dispose into a pick-up truck with two compartments: one for mixed waste and one for food/yard waste.

Current Backyard Service



Pick-up trucks drive to parked "mother trucks" that change locations throughout the day.

City of SOUTH PASADENA

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Current Backyard Service



Each compartment is emptied into its designated "mother truck."

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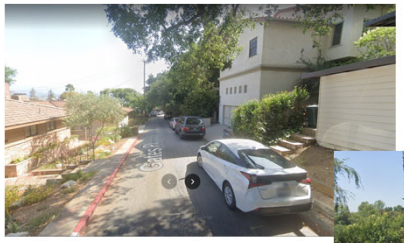
Backyard Service Challenges





Narrow streets in the hillside areas don't allow trucks that are larger than the current pick-up trucks to pass through.

City of SOUTH PASADENA

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Option for Council Consideration

Move to **Curbside Collection** with 3-cart system

One of the options that has been proposed for complying with the new law is to switch to a Curbside Collection model. This would entail the following:

- Customers would have to source separate all trash into 3 categories (instead of 2):
  1. **Trash/Landfill**
  2. **Recyclables**
  3. **Organics (yard waste + food scraps)**
- Customers would have to roll carts to the curb on trash day
- 3 different side-loader trucks would pick up each cart on the same day
  1. **Trash would go straight to Landfill**
  2. **Recyclables would be processed at a MRF**
  3. **Organics would be transported to American Organics to be processed into compost**



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Option for Council Consideration

Move to **Curbside Collection** with 3-cart system

One of the options that has been proposed for complying with the new law is to switch to a Curbside Collection model. This would entail the following:

- Trash rates will decrease by approximately $10-$20 for most accounts in the City except for those located in "Hard-to-Service Areas"

Hard-to-Service Areas (HTS):

- Approximately 700 accounts must remain with the current Backyard Service due to narrow streets (cannot switch to Curbside Service)
- Trash rates for these accounts will increase significantly if the rest of the City switches to Curbside Service



Curbside Fleet:

- 2 unleaded gasoline pick-up trucks (HTS)
- 1 Renewable CNG front loader truck (HTS)
- 3 Renewable CNG side loader trucks

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Hard-to-Service Streets

This map depicts the streets (in red) that would not be able to switch to Curbside Service.



City of SOUTH PASADENA

Athens Services

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Next Steps

1. Gather community questions, concerns, and feedback.
2. At a future City Council meeting (date to be determined), present to City Council the adjusted proposed options from Athens and the gathered community feedback.
   a. During the meeting, City Council will select an option and make a final decision on whether or not to keep the current Backyard Service or switch to Curbside Service.
3. A new Athens Agreement will be drafted to incorporate Council's decision and will be presented to City Council for approval at a following City Council meeting.
4. Once a new Agreement is approved:
   a. New containers will be deployed to all trash accounts
   b. City and Athens will conduct outreach and provide education on the changes to the trash services

City of SOUTH PASADENA 33 MSW CONSULTANTS

Community Feedback

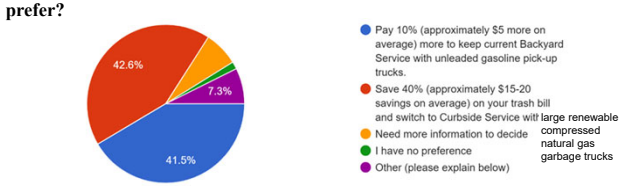
- Review Results of 2022 Solid Waste Community Survey
- Conduct Q&A Session + Gather Feedback Now
- Presentation will be available on our City website: www.SouthPasadenaCA.gov/OrganicsRecycling
- Email additional questions and comments to: EnvironmentalPrograms@SouthPasadenaCA.gov

City of SOUTH PASADENA 34 MSW CONSULTANTS

Key Survey Results

In **2022**, a citywide solid waste survey was conducted and received over 450 responses. The results of the survey showed respondents were split on which service model they preferred (see below).

Which waste collection service would you prefer?



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Q&A + Feedback

- Which service model is preferred and why?
- What concerns do you have with each service model?
- What questions do you have about the new law and the options Council is considering?
- What resources would be helpful to you in implementing the changes described today?
  - For example: kitchen food scrap pails, handouts, labels/signage, etc.
- What is the best way to communicate these changes to you?

City of SOUTH PASADENA 36 MSW CONSULTANTS

THANK YOU!

Presentation and FAQs are available online:
www.SouthPasadenaCA.gov/OrganicsRecycling

Email your questions, concerns, and feedback to:
EnvironmentalPrograms@SouthPasadenaCA.gov

Sign up for the City's Newsletter and Environmental Email List to receive general City news and updates on this topic:
www.southpasadenaca.gov/visitors/contact-us/social-media

City of SOUTH PASADENA

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MSW CONSULTANTS

Solid Waste Community Feedback Session
July 20, 2023
Frequently Asked Questions

www.SouthPasadenaCA.gov/OrganicsRecycling

General Questions

1. **What is happening?**
   The agreement with the City's waste hauler, Athens Services, is being amended to accommodate new organics recycling requirements. Athens has provided City Council with a few options on how the agreement can be updated. One of the options proposes a change from the current Backyard Service model to a Curbside Service model.

2. **Why is this happening?**
   There is a new state law, called Senate Bill 1383 (SB 1383) that requires jurisdictions to provide organics recycling services (among other things) to all of their trash customers. To accommodate this new law, the City must update its current agreement with Athens.

3. **Has a decision been made, yet?**
   No, City Council has not made a decision on how the agreement will be updated or whether or not they will change the service model. City Council received an informational update on May 17, 2023 on potential agreement changes and requested additional information from Athens. Athens and City Staff will return to Council at a future City Council meeting (date to be determined) to present final options and community feedback to Council. At this meeting, it is likely that City Council will reach a decision on what changes will be made to the Athens agreement.

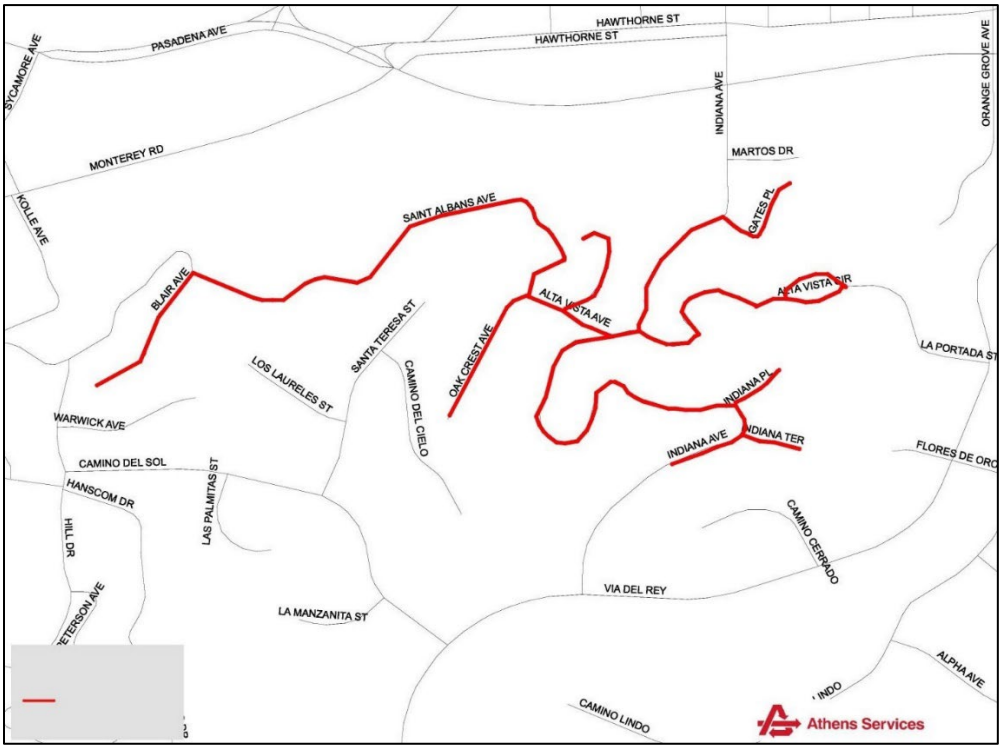
4. **When does this go into effect?**
   Organics collection for single-family homes is already in effect. Residents should dispose food scraps and food-soiled paper in their yard waste containers. Any changes to waste collection and the expansion of organics collection to multifamily and commercial will begin after Council direction and is anticipated to be completed by mid-2024.

5. **What are the options City Council is considering?**
   There are three options City Council has been presented with for amending the Athens agreement. The first two options remain with the current Backyard Service with a rate increase to accommodate the additional organics recycling service and other SB 1383 requirements. The third option changes the service model to curbside for most of the City at a reduced cost (hard to service areas would see an increase in costs and would have to remain with "backyard" service). Other components of each option include adjustments to the contract term, annual CPI adjustment, fleet, processing, etc. Detailed information on the options can be found in the May 17, 2023 Staff Report for Item #23. City Council has asked for a fourth option from Athens which would include Backyard Service and a fixed term. Athens is currently preparing the fourth option.

6. **How long is the current contract term?**
   The current contract term is a rolling 7 year term. This means that every year the contract automatically renews for 7 years. If the termination of the contract is triggered, it would take 7 years for the contract to terminate.

7. **What is diversion?**
   Diversion, in the context of waste disposal, occurs when waste that can be recycled is rerouted from a landfill to other facilities for recycling.

8. **What are Hard-to-Service Areas?**
   Hard-to-Service Areas are areas in the City (approximately 700 accounts) that are difficult to access with larger trucks due to narrow roads or other accessibility issues (mainly affects hillsides and multifamily). These areas will remain with their current waste services regardless of any changes to services for the rest of the City. See below for a map of the areas considered to be Hard-to-Service.



Questions Regarding Containers & Waste Stream

1. **Can I continue to use my own containers for waste collection?**
   No, under the new law, customer-provided containers are not compliant. Regardless of the service model, customers will receive new standardized containers that comply with SB1383's labeling and color requirements.

2. **What would happen to our old containers when we are provided with new standardized containers?**
   Residents will have the option to either keep their containers or have Athens collect and recycle them. Residents will be informed of a pick-up date where they can bring out their old containers to the curb for Athens to collect and recycle. If residents wish to keep their containers, they can; however, they will no longer be allowed to use them for waste collection.

3. **Who will pay for the new containers and how much will they cost?**
   The cost of the new containers will be incorporated into the new trash rates. The cost of the new containers will be amortized over the life of the contract.

4. **How will we know what is acceptable in the green/organics container?**
   Currently, residents can visit the City's Organics Recycling webpage at www.SouthPasadenaCA.gov/OrganicsRecycling to view a list of acceptable items in the green/organics container. Athens and the City will conduct additional outreach to educate residents on what items to place in which containers. Additionally, the new containers will be labeled providing more information on acceptable items.

5. **If the City switches to curbside, what will the new containers look like? How many containers will I receive and what size will they be?**
   If the City switches to Curbside, the new containers for single-family homes will look like the traditional rolling carts. Residents will receive three 64-gallon barrels (1 black, 1 blue, 1 green). Residents will have the option to increase barrel size to 96 gallon (additional cost) or decrease to 35 gallon (lower cost). The barrels will have two back wheels and an attached lid. Containers for residents with bins, multifamily, and commercial are being determined.

6. **If the City remains with Backyard Service, what will the new containers look like? How many containers will I receive and what size will they be?**
   If the City remains with Backyard Service, the new containers for single-family homes will be 32 gallons in size, will be black (for trash and recyclables) and green (for yard and organic waste), will not have wheels, and will have durable lids that deter common pests if the lids are placed on correctly and trash is not overflowing. Residents will receive 6 barrels and will be able to choose how many of each color they would like. Additional containers can be requested at an additional cost. Containers for residents with bins, multifamily, and commercial are being determined.

7. **Is it possible to have a service model with 4 waste streams where food waste is not mixed in with yard waste in order to mulch the yard waste at a lower cost?**
   Having an additional process (mulching) would incur an additional cost and would not lower the overall costs for processing. In addition, 4 waste streams would require 4 trucks and separate containers. Lastly, AB 1594 does not allow the City to take green waste to landfills as landfill cover for diversion credit. Meaning, the green waste will need to be composted, anyway. It is more efficient and cost-effective to collect yard waste and food waste together.

8. **Where does our green waste currently go?**
   Currently, green waste, which includes yard waste, food scraps, and food-soiled paper, is transported to the American Organics facility in Victorville, CA where it is processed and turned into organic compost. Green waste will continue to be processed at American Organics.

9. **Does Athens really recycle?**
   Yes. Recyclables are sorted at Athens' Materials Recovery Facility located in Sun Valley, CA for materials that the market will allow for. Athens only disposes materials that cannot be recycled. The public is welcome to tour the facility and can learn more about their recycling process by visiting: www.AthensServices.com/Sun-Valley-MRF.

Questions Regarding the Potential Switch to a Curbside Model

1. **If the City switches to Curbside with three waste streams, will there be three trash days?**
   No, there will be one trash day with three different trash trucks.

2. **If the City switches to Curbside, will parking need to be restricted on trash days? Has the City considered issues with parking restrictions and traffic considering the planned increase in housing in the City?**
   It is possible that on some streets, parking will need to be restricted on trash days. Not all streets will need to restrict parking. Parking restrictions and traffic are factors that City Council will consider when deciding on which service model to choose.

3. **If the City switches to Curbside, how will that affect what happens on my street?**
   With curbside service, residents can expect trash carts rolled to the curb on one trash day. On their trash day, residents can expect three different trucks to pass their street to pick up the three different carts. Parking might be restricted on certain streets. In Hard-to-Service areas, backyard service will continue as before and there will be no changes to parking, collection vehicles, or cart placement.

4. **If the City switches to Curbside, how will I roll my carts to the curb if I am elderly or disabled?**
   Athens offers a "rollaway" service for the elderly and disabled where drivers will exit their trucks and roll your containers to the curb and back for you. It is not yet determined if this service would incur an additional cost.

5. **If the City switches to Curbside, how will damages caused by their large trucks be handled?**
   Residents can open a claim with Athens Customer Service for any damages caused by Athens.

6. **If the City switches to Curbside, will Athens have to lay off their drivers/employees?**
   No, Athens will not lose any employees over any service changes. Athens will work with employees to find them other positions within their organization.

7. **If the City switches to Curbside, will there be an increase in scavenging and how will that be handled?**
   It is possible that there might be an increase in scavenging. Once a trash container is brought to the curb, there is no longer an expectation of ownership of the trash; therefore, scavenging is not considered theft and there is no crime.

8. **If the City switches to Curbside, will there be an incentive to use less trash?**
   If residents in single-family homes reduce any of their waste, they can request smaller containers (35 gallons) at a lower cost.

Questions Regarding Rates

1. **How will the trash rates be affected under both service models?**
   Trash rates will depend on which option City Council decides on. Updated options with rates will be presented to City Council at a future Council meeting (date to be determined). Generally, a Curbside Service model will likely result in lowered rates for most of the City and a Backyard Service model will likely result in slightly higher rates for the entire City. If Council decides to remain with Backyard Service, rates for Hard-to-Service accounts will be the same as the rest of the City. If Council decides to switch to a Curbside Service model, rates for Hard-to-Service accounts will increase due to Athens running two different operations simultaneously.

2. **If the City switches to Curbside, the rate for the residents in Hard-to-Service areas will increase significantly because Athens must operate a different service in these specific areas.**
   a. **Has Athens/City considered working with neighboring cities who have Backyard Service to ameliorate some of the costs of operation?**
      Yes, Athens has explored the possibility of combining services across their service areas. Unfortunately, this strategy would not be feasible.
   b. **Can the two different rates be evened out throughout the City? In other words, can residents who have the lower cost of Curbside Service pay more to subsidize the higher cost of the residents who must remain with Backyard Service?**
      The City has looked into this option. Unfortunately, the City has determined that, legally, one set of rate payers cannot subsidize another set of rate payers for a different service.

3. **Why are we paying for Backyard Service if Athens doesn't technically come to my backyard?**
   Although the name of the service is called "Backyard," this service involves drivers stepping out of their vehicles and manually picking up containers placed anywhere on the property that is accessible ("backyard") whether or not the property actually has a backyard. Containers can be placed in the customer's backyard, front yard, driveway, etc. as long as it is accessible. The basis of "Backyard" service is that customers do not need to move their containers to the curb for an automated collection. Rather, they can leave their containers anywhere that is accessible and the drivers will retrieve their containers for them.

4. **Why can't I get a discount if I place my containers in my front yard or driveway as opposed to my backyard?**
   The vehicles used and the process for waste collection is the same no matter where you place your containers on your property. The driver still needs to step out of their vehicle, walk to the container, bring it back to the truck, manually empty it into the truck, and place the container back in its spot. Therefore, the costs are the same.

5. **Why is there a price increase if all we're doing is taking food waste from our trash containers and disposing them in our existing green waste containers?**
   The cost of handling/processing organic waste increases when food waste is added, due to increased weight and volume. Furthermore, to be compliant with SB1383, the City must implement other components of the law in addition to organics collection. These components include establishing an edible food recovery program, conducting education and outreach, procuring recovered organic products, conducting quarterly waste characterizations, and monitoring compliance (lid flipping). Athens Services will be assisting the City in meeting these additional requirements along with providing organics waste collection and recycling. The new rates will cover the additional services and assistance provided by Athens.

6. **What are the other fees that are paid by trash customers?**
   South Pasadena trash bills include a 3% Billing Fee (1.5% retained by Athens for their billing services and 1.5% received by the City) and a 9.4% Franchise Fee.

If you have questions or concerns regarding trash collection specifically from your property, please contact Athens Services Customer Service at (888) 336-6100.

ATTACHMENT 3

May 17, 2023 City Council Staff Report:
Update of the City's Exclusive Refuse Service Agreement
Related to the Implementation of SB 1383 Requirements

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City Council Agenda Report

ITEM NO. ___

DATE: **May 17, 2023**

FROM: Arminé Chaparyan, City Manager

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

SUBJECT: **Receive Update and Provide Direction on Next Steps for the Update of the City's Exclusive Refuse Service Agreement Related to the Implementation of SB 1383 Requirements**

Recommendation
It is recommended that the City Council receive a staff presentation and provide direction on next steps for the update of the City's Exclusive Refuse Service Agreement related to the implementation of SB 1383 requirements.

Executive Summary
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 organics collection services, establish an edible food recovery program, conduct education and outreach to the community, procure recyclable and recovered organic waste products for use within the City, secure access to recycling and edible food recovery capacity, monitor compliance, and conduct enforcement.

City staff have been working with the City's franchise waste hauler, Athens Services, to update the current exclusive refuse service agreement (Agreement) to include the added services required by the law. The City's refuse rates and services must be adjusted to accommodate the additional waste hauling services required by SB 1383. Athens Services has proposed three different rate adjustment options/service models for meeting the requirements of SB 1383: two options keep the current Backyard Service (BYS) model, and one option for a hybrid BYS and Curbside Service model. South Pasadena's current BYS model includes individual Athens pickup trucks visiting customers and manually collecting trash barrels from the driveway or backyard with a pickup truck.

The proposed Curbside Service model would generally consist of customers bringing barrels to the street curb for pickup by a larger truck. An analysis of all options is included in the report. Staff recommends City Council review the analysis provided and provide staff direction on next steps.

Background

Senate Bill 1383

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. The bill established targets to achieve a 75% reduction in disposal of organic waste by 2025. In addition, the bill aims to rescue at least 20% of currently disposed edible food for the millions of Californians experiencing food insecurity. Pursuant to SB 1383, jurisdictions are mandated to provide organics collection services and require all residents and businesses to divert organic waste (yard waste, food scraps, food-soiled paper, etc.) from landfills to recycling facilities starting January 1, 2022, as regulated by the California Department of Resources Recycling and Recovery (CalRecycle). In addition, SB 1383 requires jurisdictions to establish an edible food recovery program, conduct education and outreach to the community, procure recyclable and recovered organic waste products for use within the City, secure access to recycling and edible food recovery capacity, and monitor compliance and conduct enforcement. Many jurisdictions delegate these tasks to their waste haulers.

City Ordinance and Implementation

The City of South Pasadena has taken several steps to meet the requirements of SB 1383. In 2021, the Athens' Contract Ad Hoc Committee was created to negotiate an amendment (Amendment) to the current exclusive refuse service agreement (Agreement) with the City's franchise waste hauler, Athens Services, to ensure compliance with the collection requirements of the mandate. In November 2021, the City joined the San Gabriel Valley Regional Food Recovery Program to comply with SB 1383's edible food recovery regulations. Lastly, in December 2021, the South Pasadena City Council adopted the Mandatory Organic Waste Disposal Reduction Ordinance. Food scrap collection for single-family homes began in South Pasadena on January 1, 2022.

The City is working to update the current Agreement with Athens Services in order to fulfill the remaining requirements of SB 1383 which include: providing organics collection services to all residents and businesses, conducting education and outreach to the community, procuring recyclable and recovered organic waste products for use within the City, monitoring compliance, and reporting.

Current Exclusive Refuse Service Agreement

The City of South Pasadena's Agreement with Athens Services was established in the year 2000 (Attachment 1) and was amended once in 2017 (Attachment 2). It is currently a seven-year evergreen contract, meaning it is on a rolling term and is renewed every year for another seven years. Therefore, termination of the contract would take seven years. Per the amended agreement, Athens Services provides Backyard Service to single-family residences, Bin Service to non-residential and multi-residential properties, Street Sweeping Services, Bus Stop Barrel Pick-Up, City Garage Sweeping Service, and community events such as Dumpster Day. In addition, the City, on a monthly basis, receives 9.4% of gross receipts as a franchise fee, 1.5% as an administrative fee, and

3% as a billing fee. The City also receives $65,000 every seven years for the City Yard refuse handling.

CalRecycle SB 1383 Local Assistance Grant Program

To assist with the implementation of regulation requirements, Department of Resources Recycling and Recovery (CalRecycle) offered the SB 1383 Local Assistance Grant Program, a non-competitive grant program providing one-time funding to local jurisdictions. These funds can be used to assist the jurisdiction in the various components of SB 1383 including capacity planning, collection, edible food recovery, education and outreach, enforcement and inspection, program evaluation, procurement requirements, and record keeping. City staff applied and the City was awarded $37,204. City staff anticipate prioritizing the funds for items that would assist residents and businesses with food scrap separation and collection, which may include organics barrels, food waste pails, education and outreach materials such as signage and labels, etc. Other items that are being considered are recordkeeping software and personnel costs.

Athens' Contract Ad Hoc Committee

In 2021, the Athens' Contract Ad Hoc Committee (Ad Hoc Committee) was created to negotiate an Amendment to the current Agreement with the City's franchise waste hauler, Athens Services, to ensure compliance with the collection requirements of SB 1383. Consisting of two councilmembers and two Natural Resources and Environmental Commission commissioners, the Ad Hoc Committee met several times to review and discuss the components of SB 1383, the current Agreement terms, and the proposed rate adjustments from Athens Services.

Notice of Intent to Comply

As jurisdictions prepared to implement SB 1383 regulations, many local governments faced challenges due to the COVID-19 pandemic. In response, Governor Newsom signed SB 619 (Laird, Chapter 508, Statutes of 2021) into law to support local governments as they designed and implemented successful organic waste recycling programs throughout the state. The law authorized CalRecycle to waive civil penalties if a jurisdiction submitted a Notification of Intent to Comply (NOIC) for some or all of the regulatory requirements and successfully implemented a plan to correct their violations. Per City Council approval, City staff submitted a NOIC to CalRecycle as a precaution to ensure that the City is protected against any penalties.

The City's NOIC, which was approved by CalRecycle, included a schedule and plan of completion of the following items:

1. Implementation of commercial and multifamily organic waste program.
2. Container color and labeling requirements.
3. Processing waivers granted by the jurisdiction.
4. Ongoing organic waste recovery education and outreach.
5. Procurement of recovered organic waste product and associated recordkeeping.

6. Development and implementation of paper procurement policy and associated recordkeeping.

Corrective Action Plan

As City staff and the Ad Hoc Committee have continued to work on the updates to the Athens Agreement to include the various components of SB 1383, CalRecycle has continued to monitor the City's progress. CalRecycle has determined that violations identified in the NOIC that will take more than 180 days to correct may be addressed through a Corrective Action Plan (CAP). City staff and CalRecycle worked together to create an updated schedule of actions necessary for the City to address the violations disclosed in the NOIC and on March 29, 2023, CalRecycle approved and issued the City of South Pasadena a CAP (Attachment 3). CalRecycle will continue to monitor the City's implementation of the actions identified in the CAP from the date of issuance through March 1, 2024 ("the oversight period"), when all implementation actions must be completed. During the oversight period, the City will submit status reports to CalRecycle and attend status meetings with CalRecycle to demonstrate the ongoing progress the City is making on remedying the violations described in the CAP.

Analysis

The City's refuse rates and services must be adjusted to accommodate the additional waste hauling services required by SB 1383. Considering the necessary changes to the Agreement and feedback received from the community, the Ad Hoc Committee requested Athens Services provide a proposed rate adjustment for changing service models from Backyard Service to Curbside Service in addition to the required components of SB 1383. Thus, Athens Services has proposed three different rate adjustment options/service models for meeting the requirements of SB 1383: two options keeping the current BYS model and one option for a hybrid BYS and Curbside Service model. All options proposed include Athens providing organics collection, quarterly contamination monitoring of organics containers, quarterly outreach and education, commercial account food recovery visits, support, and compliance assistance, quarterly waste stream analysis, procurement support of recycled organic products, and data management and reporting of all SB 1383 programs.

To further assist staff in examining these options, the City retained the services of MSW Consultants and R3 Consulting (Consultants). The Consultants provided analyses on how the rates for each option compare to neighboring cities and provided insight on the components of each option. The Consultants will assist staff in drafting a new comprehensive Agreement once a rate adjustment and service level is agreed upon.

Proposed Options

Athens Services has proposed three options for meeting SB 1383 requirements. All options include the following compliance programs for both residential and commercial accounts in addition to the required organics collection and recycling:

- **Quarterly Contamination Monitoring**: Athens will conduct quarterly organics route reviews to monitor contamination by performing hands-on visual checks of organic containers (lid flipping).
- **Quarterly Outreach and Education**: Athens Recycling Coordinators will conduct in-person visits annually to all commercial and multifamily accounts, and as needed or as requested to residential customers. Visits will include waste assessments, edible food requirement support, service level assistance, waiver eligibility, and contamination follow-ups. Quarterly recycling newsletters will be mailed out to all customers or emailed to paperless accounts.
- **Commercial Account Food Recovery Support and Compliance Assistance:** Athens will provide assistance and support with all qualified commercial food generators that are subject to this requirement.
- **Quarterly Waste Stream Analysis**: Athens will fulfill the SB 1383 requirement of performing a specific number of characterizations every quarter for specific waste streams of inbound material, recyclable recovery, organic recovery, and residue going to landfill.
- **Procurement Support of Recycled Organic Products**: Athens will assist in compliance with this requirement through the use of renewable compressed natural gas (RCNG) utilized in their collection vehicles and through the compost produced at Athens' American Organics (AO) facility.
- **Data Management and Reporting**: SB1383 requires jurisdictions to monitor contamination, issue notices of violations, track all organics collection and diversion, and to report this information to CalRecycle. Athens will capture all required data through their web based reporting system that the City can interface, review, and gather data as needed. Athens will also have adequate data to support the City with enforcement actions.

To fulfill the residential and commercial organics collection and recycling service component, Athens has offered the three options summarized below. Also see Attachment 4 for a table format of Athens' proposed options.

Though the options have been discussed at length with the Ad Hoc Committee, reviewed by the City's consultant, and evaluated by staff for compliance with SB 1383 requirements, they have not been vetted with regard to legal implications of the specific terms, conditions, adjustments, and other proposed components, and their relation to existing statutes or recent case law precedent. This evaluation will occur with the development of the revised draft Agreement, to be brought to Council at a later date.

OPTION 1

- Leave the current backyard service (BYS) program "as is" for the entire residential area. This would include service by 8 unleaded BYS pick-up trucks and 2 RCNG front loaders (mother trucks), with one pass per resident with both mixed waste (trash and recyclables) and organics being placed into a BYS truck. Mixed waste

is processed to segregate recyclables at Athens' Material Recovery Facility (MRF). Organics, including food and yard waste, are transferred at the MRF and transported to American Organics (AO) for organics processing into compost.

- Provide new residential & commercial rates for SB 1383 programs upon the effective date of the Amendment. Residential and Commercial 14.00% rate adjustment, in addition to the regular annual rate adjustment that occurs on July 1.Institute discounted organic rates for all bin customers (commercial and multifamily) upon the effective date of the Amendment. For all qualified bin customers (commercial, multi-family, or residential) who require a source separated organics automated barrel per the SB1383 law, Athens will provide multiple 30 and/or 60 gallon organic containers, per individual customer's service level needs. Athens will provide these organic barrels at discounted rates for the life of the contract, discounted 15% below the current "pay-as-you-throw" rates in the approved rate schedule.

OPTION 2

1. Leave the current backyard service (BYS) program "as is" for the entire residential area (see Option 1, Item 1 above).

2. Athens will provide an "Electric Truck Pilot Program" for the residential BYS service. At no additional cost, when an electric truck becomes available that has the ability to perform the same work in a day that a current BYS truck currently provides, Athens will acquire this electric truck and exchange it temporarily for a three-month period with one of the current BYS trucks operating in South Pasadena. Upon completion of the three-month pilot program period, Athens will determine if the electric truck's performance is adequate and if a proposal to use all electric BYS trucks is desired by the City. If so, Athens will provide a proposal to change all unleaded BYS trucks to electric BYS trucks, and what affect that program would have on the rates.

3. Athens will continue to provide the Bus Stop Barrel Pick-up service & City Garage Sweeping service, at the current monthly service levels, at no additional charge to the City. This will save approximately $40,000.00 per year to the City's budget.

4. Athens will freeze the current BYS residential rate of $52.53 through June 2024. The residential rate will not be adjusted per the regular annual rate adjustment until July 1, 2024.

5. Athens will institute a 2-year phase in of a 20.00% extraordinary rate adjustment, to all rates other than the BYS residential rate, as follows:
   Effective July 1, 2023 = 10.00% + regular annual rate adjustment
   Effective July 1, 2024 = 10.00% + regular annual rate adjustment

6. Athens will institute discounted organic rates for all bin customers upon the effective date of the Amendment (see Option 1, Item 3 above).

7. The contract rolling term will be modified from a 7-year rolling term to a 10-year rolling term.

8. During the phase-in period from July 2023 through June 2025, the rolling term shall automatically renew. This is the period in which Athens is providing a rate freeze for the residential BYS rate, and for other rates to be phased-in per #5 & #6 above. The regular renewal term of the contract would start again July 1, 2025.

9. The annual rate adjustment formula in the contract will be modified from using the "Consumer Price Index (CPI), All Urban Consumers, Los Angeles/Long Beach/Anaheim area", to using the "CPI for Trash & Garbage Collection, US City Average" + 1%. Both of these CPI indexes are published on a monthly basis by the same governmental agency, the US Bureau of Labor Statistics. The current CPI index used in the Agreement accounts for residential homes and the cost of goods that residents are faced with (milk, bread, eggs, etc.). Athens has proposed that this index is unrelated to the trash industry, and as a result, the actual operating costs outpace the rate adjustments that are based on the described 'household' CPI. Athens has proposed that using an index that is related to the trash industry helps to cover the actual costs that the hauler is faced with.

OPTION 3

1. Change from the current BYS program to a traditional automated side loader curbside service using three new Renewable Compressed Natural Gas (RCNG) side loader trucks and three new 64-gallon carts for the majority of residents (except for #2 below, or as otherwise needed). The default barrel service will include one of each of the following: a 64-gallon black barrel for trash, a 64-gallon blue barrel for source separated recyclables, and a 64-gallon green barrel for source separated organics. Instead of 1-pass with a BYS truck, customers will see 3-passes with side loader trucks.

2. For all other residential and multifamily BYS customers located in areas where Athens is unable to provide curbside service, there will be a change from the current 1-pass BYS program to a 2-pass BYS program. This will affect approximately 700 accounts that are in a "hard to service" area where the streets are too narrow for any type of automated side loader vehicle to navigate. This model would also apply to about 60 multi-family accounts that have five or more units where curbside service would not be realistic for the large number of units and barrels. These 760 accounts would need to remain with BYS service using only two unleaded BYS trucks and one RCNG front loader.

3. Athens will continue to provide the Bus Stop Barrel Pick-up service & City Garage Sweeping service, at the current monthly service levels, at no additional charge to the City. This will save approximately $40,000.00 per year to the City's budget.

4. Athens will provide new residential rates, effective July 2023, and freeze those rates through June 2024. These two rates will not be adjusted per the regular annual rate adjustment until July 1, 2024. The proposed Curbside rate is $31.00 per month and the proposed BYS rate is $101.00 per month. The City may implement a combination of the two above rates with a net zero change, i.e. increase the curbside rate and decrease the BYS rate, within the legal ability to do so.

5. Institute a 2-year phase in of a 30.00% extraordinary rate adjustment, to all rates other than the Curbside and BYS residential rates in #4 above, as follows:
   Effective July 1, 2023 = 15.00% + regular annual rate adjustment
   Effective July 1, 2024 = 15.00% + regular annual rate adjustment

6. Athens will institute discounted organic rates for all bin customers upon effective date of Amendment (see Option 1, Item 3 above).

7. The contract rolling term will be modified from a 7-year rolling term to a 10-year rolling term.

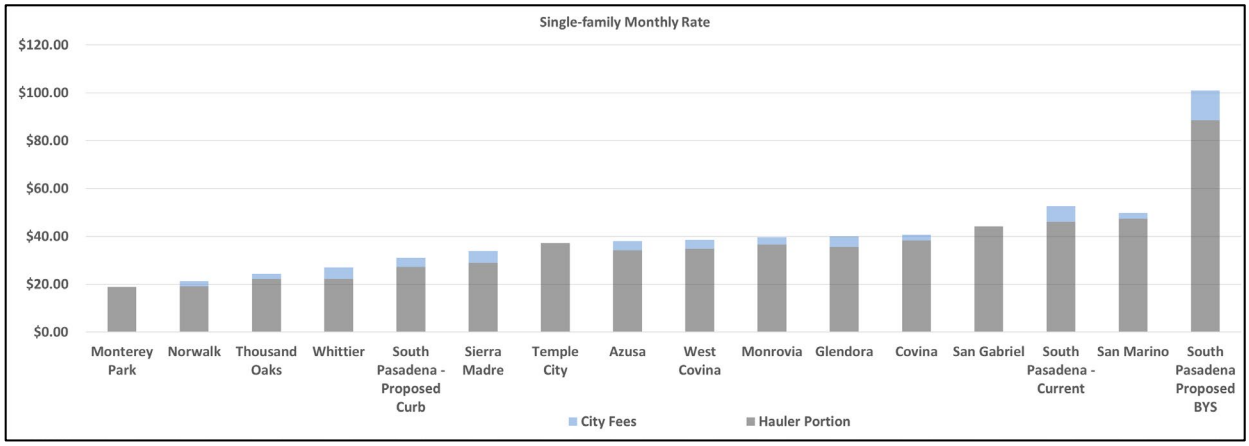
8. During the phase-in period from July 2023 through June 2025, the rolling term shall automatically renew. This is the period in which Athens is providing a rate freeze for the residential BYS rate, and for other rates to be phased-in per #5 & #6 above. The regular renewal features would start again July 1, 2025.

9. The annual rate adjustment formula in the contract will be modified from using the "Consumer Price Index (CPI), All Urban Consumers, Los Angeles/Long Beach/Anaheim area", to using the "CPI for Trash & Garbage Collection, US City Average" + 1% (see the explanation in Option 2, Item 9).

Analysis of Options

The options presented vary in rate, residential service type (BYS v. Curbside), commercial organics recycling implementation, types of fleet vehicles, Agreement term length, CPI index, and added features.

A rate survey was completed to determine how the three residential rates proposed in these options compare to those in surrounding cities. The proposed Curbside rate in Option 3 aligns closely with the Curbside rates of most cities. The current BYS rate is at a higher end (reflecting the higher service level), and the proposed BYS rate about doubles the current average rate, as seen in the chart below. Note that the rates of these cities do not reflect their rate changes necessary to account for SB 1383 implementation and will likely be higher than what is shown in the following chart.



The City of South Pasadena is unique in that the entire City is serviced exclusively with Backyard Service, where pick-up trucks equipped with two compartments, collect refuse and recyclable materials in one compartment, and yard and food waste (also called green waste), in the other compartment. Waste is collected from containers supplied by the customer and stored in the customer's backyard. Currently, residents do not need to roll out their refuse containers to the curb for service – they need only ensure the containers are accessible. Curbside Service is more common in other cities and involves the customer rolling out hauler-provided containers to the curb to be collected by a large side-loader truck. Most cities have a curbside service model, while some have a hybrid curbside service and backyard service model for servicing hard-to-service areas such as hillsides and narrow streets.

Options 1 and 2 would keep the backyard service level as-is in the City and no changes would occur in the service type. Option 3 offers switching to curbside service for most of the City, while retaining backyard service for hard-to-service areas. This would affect approximately 700 accounts that are in a "hard to service" area where the streets are too narrow for any type of automated side loader vehicle to navigate. This model would also apply to about 60 multi-family accounts that have five or more units where curbside service would not be realistic for the large number of units and barrels.

The service type affects the number and type of vehicles used. Options 1 and 2 with BYS would require 8 unleaded BYS pick-up trucks and 2 RCNG front loaders (mother trucks). Option 3 would require 2 unleaded BYS pick-up trucks, 1 RCNG front loader, and 3 RCNG side loader trucks. If switched to Curbside, residents would be required to roll their refuse containers to the curb on their specified collection day. However, Athens does offer a 'roll-away' service feature, where the customer can pay an additional fee to have bins returned from the curb by the Athens driver.

Per SB 1383, all refuse containers must be standardized in color and labeling. Currently with the City's BYS, residents use their own containers. Regardless of whether the City chooses to remain with BYS for all (Options 1 and 2) or to switch to Curbside for most and BYS for some (Option 3), the containers used must be changed to fit the required

color and labeling standards. Per the CAP, these containers must be updated by March 2024. It is important to note that Options 1 and 2 do not include the cost of new containers. Option 3 includes the cost of new containers for the Curbside accounts only and does not include the cost of new containers for the hard-to-service areas which will remain BYS.

Community Outreach

To gather information on community preferences and current practices, City staff conducted a survey which was available online and in-person. The survey received 465 responses and showed that respondents were relatively even-split on their preference between BYS and Curbside. The survey also revealed that most residents will move either their containers or vehicles on collection day to ensure accessibility for Athens' crews. See Attachment 5 for complete results of the survey.

Next Steps

Per Council's direction and to ensure compliance with the CAP, staff may conduct the following next steps:

1. Direct staff to conduct additional community outreach in June/July.
2. Return to Council in August/September with a revised draft Agreement with staff recommendation supported by community feedback.
3. Conduct Proposition 218 Public Hearing for rate changes.
4. Per the CAP, implement new collection services by March 1, 2024.

Fiscal Impact

Residential and commercial refuse rates must be adjusted to accommodate the additional organics collection and recycling services required by SB 1383. The rate increases will depend on which proposed option is chosen. Refuse rates are expected to increase regardless of option.

Key Performance Indicators and Strategic Plan

This item is in line with the City's Green Action Plan and Climate Action Plan to divert organics from landfill and to implement the requirements of Senate Bill 1383.

Commission Review and Recommendation

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

Attachments

1. First Amendment to Exclusive Refuse Services Agreement (2017)
2. Current Exclusive Refuse Services Agreement (2000)
3. CalRecycle Corrective Action Plan
4. Table of Athens' Proposed Options for SB1383 Compliance
5. Community Outreach Survey Results

ATTACHMENT 1
First Amendment to Exclusive Refuse Services Agreement (2017)

FIRST AMENDMENT TO
EXCLUSIVE REFUSE SERVICE AGREEMENT

THIS FIRST AMENDMENT TO EXCLUSIVE REFUSE SERVICE AGREEMENT ("***Amendment***") is made and entered into as of November 15, 2017 ("***Amendment Effective Date***"), by and between the City of South Pasadena, a municipal corporation ("***City***"), and Arakelian Enterprises, Inc. dba Athens Services, a California corporation (as successor to South Pasadena Disposal Company) ("***Contractor***").

RECITALS

A. City and Contractor are parties to that certain Exclusive Refuse Service Agreement, dated November 6, 2000 ("***Original Agreement***").

B. The parties desire to amend the Original Agreement to allow Contractor to assume responsibility for all City refuse billing, to update and modify the applicable rate structure including a rate sheet for "optional" services, to add new services for bus stop barrel pick-up and sweeping service/trash pickup for City's Mission Meridian parking structure, add one (1) additional dumpster day per year for a total of two (2) dumpster days for the City, add one (1) free curbside bulk item pick up for all senior accounts, and to provide for a periodic new payment to City as part of the contract amendment. The Original Agreement as amended by this Amendment shall be referred to herein as the "***Refuse Service Agreement***".

TERMS OF AGREEMENT

1. The fourth Recital of the Original Agreement is deleted in its entirety and replaced by the following:

> "WHEREAS, as partial consideration for City to agree to extend the term of the Backyard Service Agreement, Contractor agrees to provide City with Street Sweeping Service (defined below) for the term of the Bin Service Agreement;"

2. The sixth Recital of the Original Agreement is deleted in its entirety and replaced by the following:

> "WHEREAS, City and Contractor agree to amend and restate the Bin Service Agreement and Backyard Service Agreement to memorialize, in one document, the parties' agreements for (i) Bin Service, (ii) Backyard Service, (iii) Street Sweeping Service, (iv) Bus Stop Barrel Pick-Up, and (v) City Garage Sweeping Service for City and its residents and businesses ("Refuse Service Agreement"); and"

3. A new Section I.V. is added as follows:

> "V. "Bus Stop Barrel Pick-Up" shall mean emptying the bus stop trash receptacle(s), supplying the new trash liner and replacing the trash liner. Contractor shall remove any trash outside of the receptacle at the bus stop

and pressure wash as needed. The schedule and locations for Bus Stop Barrel Pick-Up are set forth on Exhibit D attached hereto."

4. A new Section I.W. is added as follows:

"W. "City Garage Sweeping Service" shall mean parking garage sweeping, emptying the three (3) garage trash receptacles, supplying the new trash liner and replacing the trash liner at the City's Mission Meridian parking garage located at 805 Meridian Avenue, South Pasadena, California. Contractor shall remove any trash outside of the receptacles and pressure wash as needed."

5. A new Section I.X. is added as follows:

"X. "Seniors" shall mean a resident sixty-two years of age or older"

6. Section III.I. of the original agreement is deleted in its entirety and replaced by the following:

"I. Provisions of two (2) dumpster days per year (on days determined by the Public Works Director) for collection of bulky items, including, but not limited to, all large or difficult to handle objects such as couches, refrigerators, rugs and carpets, water heaters, washing machines and other items, excluding typical or ordinary Refuse items. Contractor shall also provide no charge curbside pick-up of those bulky items during the dumpster day events for senior citizens' residences within the City, as coordinated by the City; provided, that if pick-ups for any dumpster day event exceed one hundred (100), then the City and Contractor shall negotiate a reasonable charge for such excess pick-ups. In addition to the two (2) dumpster day events, the Contractor shall also provide one (1) curbside bulky pick-up per year for seniors at no charge. The City shall notify the Contractor at lease twenty four (24) hours in advance of scheduling the no charge curbside bulky pickup."

7. A new Section III.M. is added as follows:

"M. Collection, transportation, cleaning, and disposal of Refuse by Bus Stop Barrel Pick-Up at the locations and schedule set forth on Exhibit D at times and days approved by the Public Works Director and at the rates provided herein."

8. A new Section III.N. is added as follows:

"N. Provision of City Garage Sweeping Service shall include sweeping the garage at least one (1) time a week, collecting trash at the three (3) parking garage receptacles at least two (2) times a week or more as the Public Works Director may occasionally determine is necessary, and pressure washing the parking garage at least one (1) time per year at times

and days approved by the Public Works Director Service shall include transportation and disposal of Refuse collected while providing City Garage Sweeping Service."

9. Section V.A. of the Original Agreement is deleted in its entirety and replaced by the following:

"A. The schedule and routes for Refuse collection, Street Sweeping Service, Bus Stop Barrel Pick-Up, and City Garage Sweeping Service shall be subject to reasonable approval of the Public Works Director. Contractor shall prepare and file with the Public Works Director a Refuse collection, Street Sweeping Service, Bus Stop Barrel Pick-Up, and City Garage Sweep Service schedule, together with a complete map of the Refuse collection and Street Sweeping Service districts within City. The Public Works Director shall indicate thereon in an appropriate and easily understandable manner the days on which Refuse collection, Street Sweeping Service, Bus Stop Barrel Pick-Up, and City Garage Sweeping Service shall be made."

10. Section V.B. of the Original Agreement is deleted in its entirety and replaced by the following:

"B. The Refuse collection, Street Sweeping Service, Bus Stop Barrel Pick-Up, and City Garage Sweeping Service routes and schedule shall be approved by the Public Works Director."

11. Section VII.A. of the Original Agreement is deleted in its entirety and replaced by the following:

"A. As of the Amendment Effective Date and until June 30, 2018, the rates charged and/or received by Contractor for all services provided pursuant to this Refuse Service Agreement shall be as set forth on Exhibit A hereto; provided, that City retains the unilateral right to reduce or increase the AB 939 authorized fee charged by City; and provided, further, that such fee shall be remitted in full to City and such receipts shall not be included in the gross receipts calculations for Contractor. Commencing on July 1, 2018, and on each July 1 thereafter, the rates shall be adjusted as provided in Section VII.C."

12. Section VII.G. of the Original Agreement is deleted in its entirety and replaced by the following:

"G. Contractor shall bill Customers quarterly in advance for all Bin Service, Backyard Service, and Special Services. Contractor shall charge (1) a franchise fee for this Refuse Service Agreement of nine and four-tenths percent (9.4%), and (2) a billing fee of three percent (3%), of the gross receipts Contractor collects for Bin Service, Backyard Service, and Special Services payments during the preceding month, pursuant to

this Refuse Service Agreement; provided, that the amounts collected as Contractor's recycling rate and Green Waste rate shall not be included as part of the gross receipts upon which the franchise fee and billing fee are based."

13. A new Section VII.H. is added as follows:

"H. On the first business day of each month, the Contractor shall bill the City the applicable charges, as provided in Exhibit A, for Bus Stop Barrel Pick-Up and City Garage Sweeping Service rendered during the preceding month. The City shall remit payment within forty-five (45) days from the City approved invoice."

14. Section VIII.A. of the Original Agreement is deleted in its entirety and replaced by the following:

"A. For the entire term of this Refuse Service Agreement, on or before the last business day of each month, City shall receive, as a franchise fee for this Refuse Service Agreement, nine and four-tenths percent (9.4%) of the gross receipts Contractor collects for Bin Service, Backyard Service, and Special Services payments during the preceding month, pursuant to this Refuse Service Agreement; provided, that the amounts collected as Contractor's recycling rate and Green Waste rate shall not be included as part of the gross receipts upon which the franchise fee is based."

15. Section VIII.B. of the Original Agreement is deleted in its entirety and replaced by the following:

"B. For the entire term of this Refuse Service Agreement, on or before the last business day of each month, the City shall receive an administrative fee of one and one-half percent (1.5%) of the gross receipts Contractor collects for Bin Service, Backyard Service, and Special Services during the preceding month, pursuant to this Refuse Service Agreement; provided, that the amounts collected as Contractor's recycling rate and Green Waste rate shall not be included as part of the gross receipts upon which the franchise fee is based."

16. A new Section VIII.D is added as follows:

"D. Commencing on the Amendment Effective Date, and on each seventh anniversary of the Amendment Effective Date thereafter, provided neither party has given notice of termination as provided in Section VI, City shall receive a fee of Sixty-Five Thousand Dollars and Zero Cents ($65,000.00) to be used toward facilitating refuse handling operations at the City Yard. Each lump sum fee shall be adjusted in proportion to the increase or decrease in the cost of living as determined by the percentage change in the Consumer Price Index for All Urban Consumers, Los Angeles-Riverside-Orange County area ("CPI"), for the seven (7) previous

twelve-month periods (May through April), or an equivalent index approved by mutual agreement in the event the CPI as described above is no longer published. Upon any notice of termination as provided in Section VI, this Section VIII.D. shall be of no further force or effect and Contractor shall not be obligated to pay any further fees under this Section VIII.D."

17. A new Section XVII.D is added as follows:

"D. Contractor shall maintain financial statements and other relevant information consistent with generally accepted business practices regarding the operation of Contractor's waste collection business. The City retains the right, upon reasonable notice, to inspect and audit Contractor's financial statements and records with respect to services provided pursuant to this Agreement to confirm compliance and the calculation of rates pursuant to Section VII (Rates and Billing), Section VIII (Franchise Fee) and Exhibit B (Rate Increase Formula). The parties acknowledge and agree that Contractor's financial information and records constitute proprietary information and trade secrets of Contractor. All financial information provided to City shall be held strictly confidential and not publicly disclosed, to the maximum extent permitted by law, and City shall use its best efforts to prevent any such disclosure."

18. Section XXII.D. of the Original Agreement is deleted in its entirety and replaced by the following:

Unless a party notifies, in writing, the other party of a change of address any notice required to be given under this Refuse Service Agreement shall be given by placing such notice in the United States mail, postage prepaid, addressed as noted below:

If to City:

City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Attn: Stephanie DeWolfe, City Manager

If to Contractor:

Athens Services
P.O. Box 60009
City of Industry, CA 90071-3301
Attn: Gary M. Clifford II,
Executive Vice President

With courtesy copy to:

Teresa L. Highsmith, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd., Ste 850
Pasadena, CA 91101

19. Exhibit A of the Original Agreement is deleted in its entirety and replaced by Exhibit A attached hereto and incorporated herein by reference.

20. Exhibit B of the Original Agreement is deleted in its entirety and replaced by Exhibit B attached hereto and incorporated herein by reference.

21. A new Exhibit, Exhibit D, entitled Bus Stop Barrel Pick-up Locations and Schedule, is added to the Refuse Service Agreement, attached hereto and incorporated herein by reference.

22. This Refuse Service Agreement shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of California without regard to any conflict of laws provision that would apply the laws of any other jurisdiction.

23. Except as modified herein, either expressly or by necessary implication, the terms and conditions of the Original Agreement shall remain in full force and effect.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and attested by their respective officers duly authorized as of the Amendment Effective Date first written above, regardless of the actual date of execution by the parties.

Dated: November 15, 2017

"City"
City of South Pasadena

By: _____
Signature

Printed: STEPHANIE DEWOLFE

Title: CITY MANAGER

Date: 11/15/2017

"Contractor"
Arakelian Enterprises, Inc.
dba Athens Services,
a California corporation

By: _____
Signature

Printed: GARY M CLIFFORD II

Title: EXECUTIVE VICE PRESIDENT

Date: 11-14-2017

Attest:

By: _____
Evelyn G. Zneimer, City Clerk

Date: 11/15/2017

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: 11/15/2017

[***Signature Page for First Amendment to Exclusive Refuse Service Agreement***]

EXHIBIT A

SCHEDULE OF RATE CALCULATIONS, EFFECTIVE NOVEMBER 15, 2017

EXHIBIT A
CITY OF SOUTH PASADENA
SCHEDULE OF RATE CALCULATIONS
EFFECTIVE NOVEMBER 15, 2017

SERVICE	OPERATIONS COMPONENT	DISPOSAL COMPONENT	NEW NET RATE TO CONTRACTOR	3% BILLING FEE	9.4% FRANCHISE FEE	RECYCLE RATE	TOTAL RATE
REGULAR SERVICES							
STANDARD	25.05	7.52	32.57	1.12	3.49	3.17	40.35
YARD WASTE	3.61	0.00	3.61	0.00	0.00	0.00	3.61
MULTI UNITS 1X							
2	40.01	9.98	49.99	1.71	5.36	3.17	60.24
3	48.61	12.22	60.83	2.08	6.53	3.17	72.61
4	57.20	14.39	71.59	2.45	7.68	3.17	84.90
5	65.65	16.57	82.22	2.82	8.82	3.17	97.03
6	71.48	17.97	89.45	3.06	9.60	3.17	105.28
7	76.20	19.19	95.39	3.27	10.24	3.17	112.06
8	81.00	20.33	101.33	3.47	10.87	3.17	118.85
9	85.82	21.57	107.39	3.68	11.52	3.17	125.76
10	90.57	22.76	113.33	3.88	12.16	3.17	132.54
11	95.40	23.99	119.39	4.09	12.81	3.17	139.46
12	100.11	25.14	125.25	4.29	13.44	3.17	146.15
MULTI UNITS 2X							
6	119.99	30.12	150.11	5.14	16.11	3.17	174.53
7	125.37	31.48	156.85	5.37	16.83	3.17	182.22
8	130.72	32.83	163.55	5.60	17.55	3.17	189.87
9	136.06	34.15	170.21	5.83	18.26	3.17	197.48
10	141.40	35.55	176.95	6.06	18.99	3.17	205.17
11	146.75	36.91	183.66	6.29	19.71	3.17	212.83
12	152.11	38.18	190.29	6.52	20.42	3.17	220.40
13+ ADD PER UNIT							
1X	8.05	2.05	10.10	0.35	1.08	0.00	11.53
2X	12.07	3.08	15.15	0.52	1.63	0.00	17.29
3X	16.14	4.04	20.18	0.69	2.17	0.00	23.04
4X	20.20	5.02	25.22	0.86	2.71	0.00	28.79
BIN RENTAL							
3 YARD	28.52	7.19	35.71	1.22	3.83	0.00	40.76
1.5 YARD	14.30	3.55	17.85	0.61	1.92	0.00	20.38
COMMERCIAL 3YD							
1X	90.07	44.20	134.27	4.60	14.41	3.17	156.45
2X	105.79	88.40	194.19	6.65	20.84	3.17	224.85
3X	121.37	132.63	254.00	8.70	27.26	3.17	293.13
4X	144.43	176.85	321.28	11.00	34.48	3.17	369.93
5X	171.29	221.04	392.33	13.44	42.10	3.17	451.04
6X	186.99	265.26	452.25	15.49	48.53	3.17	519.44
7X	202.71	309.39	512.10	17.54	54.95	3.17	587.76
COMMERCIAL 1.5YD							
1X	59.96	22.07	82.03	2.81	8.80	3.17	96.81
2X	108.68	44.15	152.83	5.23	16.40	3.17	177.64
3X	135.13	66.25	201.38	6.90	21.61	3.17	233.06
4X	161.50	88.36	249.86	8.56	26.81	3.17	288.40
5X	187.98	110.47	298.45	10.22	32.03	3.17	343.87
6X	214.40	132.50	346.90	11.88	37.22	3.17	399.18
MINIMUM COMMERCIAL	40.16	10.04	50.20	1.72	5.39	3.17	60.48
ROLL OFF	207.07	0.00	207.07	7.09	22.22	3.17	239.55

EXHIBIT A
CITY OF SOUTH PASADENA
SCHEDULE OF RATE CALCULATIONS
EFFECTIVE NOVEMBER 15, 2017

SERVICE	OPERATIONS COMPONENT	DISPOSAL COMPONENT	NEW NET RATE TO CONTRACTOR	3% BILLING FEE	9.4% FRANCHISE FEE	RECYCLE RATE	TOTAL RATE
OPTIONAL & OTHER SERVICES							
COMMERCIAL							
Bulky Item Pickup - first item	25.00	0.00	25.00	0.86	2.68	0.00	28.54
Bulky Item Pickup - each additional item	15.00	0.00	15.00	0.51	1.61	0.00	17.12
3 Yard Temporary Bin	135.00	0.00	135.00	4.62	14.49	0.00	154.11
3 Yard Temporary Bin - extra dump	70.00	0.00	70.00	2.40	7.51	0.00	79.91
3 Yard Temporary Bin - per day over 7 days	17.00	0.00	17.00	0.58	1.82	0.00	19.41
Lock Lids	12.00	0.00	12.00	0.41	1.29	0.00	13.70
Declined Payment Charge	25.00	0.00	25.00	0.86	2.68	0.00	28.54
Stop Service Charge	25.00	0.00	25.00	0.86	2.68	0.00	28.54
Reactivation Charge	25.00	0.00	25.00	0.86	2.68	0.00	28.54
Priority Emergency Service	165.00	0.00	165.00	5.65	17.71	0.00	188.36
Commercial Bin Wash/Clean Out Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Pressure Washing/Steam Cleaning Enclosures (per hour)	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Bin Overflow Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Bin Overweight Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Permanent Bin Extra Dump Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Bin Dead Run Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Bin Go Back Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Bin Delivery Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Bin Exchange Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Bin Bring-in Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Storage Box Rental	150.00	0.00	150.00	5.14	16.10	0.00	171.23
RESIDENTIAL							
Residential Bulky Pickup (in addition to annual events)	25.00	0.00	25.00	0.86	2.68	0.00	28.54
Residential Bulky Pickup - each additional item	15.00	0.00	15.00	0.51	1.61	0.00	17.12
Residential E-Waste Pick-up	30.00	0.00	30.00	1.03	3.22	0.00	34.25
Declined Payment Charge	25.00	0.00	25.00	0.86	2.68	0.00	28.54
Stop Service Charge (excludes vacation hold with notice)	25.00	0.00	25.00	0.86	2.68	0.00	28.54
Reactivation Charge (excludes vacation hold with notice)	25.00	0.00	25.00	0.86	2.68	0.00	28.54
Priority Emergency Service	165.00	0.00	165.00	5.65	17.71	0.00	188.36
Residential Bin Cleaning Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Residential Bin Overflow Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Residential Bin Overweight Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Residential Bin Extra Dump Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Residential Bin Dead Run Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Residential Bin Go Back Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Residential Bin Delivery Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Residential Bin Exchange Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Residential Bin Push-out Charge	25.00	0.00	25.00	0.86	2.68	0.00	28.54
ORGANICS							
Primary 32 Gallon Organics Barrel							
1X	104.54	0.00	104.54	3.58	11.22	0.00	119.34
2X	182.51	0.00	182.51	6.25	19.58	0.00	208.34
3X	260.49	0.00	260.49	8.92	27.95	0.00	297.36
4X	338.47	0.00	338.47	11.59	36.32	0.00	386.38
5X	416.45	0.00	416.45	14.26	44.69	0.00	475.40
6X	494.43	0.00	494.43	16.93	53.06	0.00	564.42
Additional 32 Gallon Organics Barrel							
1X	88.63	0.00	88.63	3.04	9.51	0.00	101.18
2X	155.20	0.00	155.20	5.32	16.65	0.00	177.17
3X	221.79	0.00	221.79	7.60	23.80	0.00	253.18
4X	288.36	0.00	288.36	9.88	30.94	0.00	329.18
5X	354.95	0.00	354.95	12.16	38.09	0.00	405.19
6X	366.54	0.00	366.54	12.55	39.33	0.00	418.42
Organics Compactor Haul Rate	197.81	0.00	197.81	6.77	21.23	0.00	225.81
Organics Compactor Disposal/Ton Rate	100.00	0.00	100.00	3.42	10.73	0.00	114.16
CITY SERVICES							
City Garage Sweeping Service	750.00	0.00	750.00	0.00	0.00	0.00	750.00
Bus Stop Barrel Pick-up	2000.00	0.00	2000.00	0.00	0.00	0.00	2000.00

EXHIBIT B

RATE INCREASE FORMULA

Each of the rates provided by this Agreement consists of an Operations Components and a Disposal Components.

The Operations Components includes the costs of collection of all Refuse, including Recyclable Materials and Green Waste for all customers described in SECTION III according to the terms set forth in this Agreement. Also included in the Operations Components are the costs to haul all Refuse, including Recyclable Materials, to the MRF and to haul all Green Waste to a disposal site. The Operations Component includes the rates for Street Sweeping Services, Bus Stop Barrel Pick-up, and City Garage Sweeping Service.

The Disposal Components shall be based on the per ton costs incurred by Contractor for disposal and processing of all Refuse, including Recyclable Materials at the Contractor's MRF (which costs are defined on a per ton basis as the "MRF Gate Fee") and for its disposal of Green Waste at a disposal site.

Rate Adjustment Formula

The Operations Component is to be adjusted in proportion to the increase or decrease in the cost of living as determined by the percentage change in the Consumer Price Index ("CPI") for the immediately previous twelve month period (May through April) for All Urban consumers in the Los Angles/Anaheim/Riverside area, or an equivalent index approved by mutual agreement in the event the CPI as described above is no longer published.

The Disposal Components is to be adjusted in proportion to the increase or decrease in disposal cost as determined by the percentage change in the MRF Gate Fee or the tipping fee for Green Waste. Contractor agrees that it will not be entitled to any increase in the Disposal Cost Components due to an increase in the MRF Gate Fee other than due to the occurrence of one or more of the following: (1) an adjustment in the non-disposal portion of the MRF Gate Fee directly proportional to the percentage change in the CPI, as described above; and (2) an increase in the tipping fee for residue from the MRF at the disposal sites used by Contractor which comply with Section III.G. The Disposal Component adjustment shall not exceed the percentage change in CPI, as described above; provided, however, that if Contractor uses a disposal site other than the San Bernardino County landfill system subject to City approval, then increases or decreases in the tipping fee portion of the Disposal Component for such alternate disposal site may be adjusted in excess of the percentage change in CPI.

Special Rate Adjustment

Notwithstanding the preceding, as changes occur in the costs incurred by Contractor for collection, processing, and disposal of Organic Waste (as defined in Chapter 12.9 (commencing with Section 42649.8) of Part 3 of Division 30 of the Public Resources Code, sometimes commonly referred to as AB 1826), Contractor and City shall meet and confer in good faith regarding an equitable adjustment to the rates for Organics Services, as reflected in Exhibit A.

In the event circumstances beyond the control of Contractor impose or generate extraordinary cost in the performance of the Agreement, Contractor may petition City to determine if an adjustment in compensation is warranted to avoid undue financial hardship on Contractor. For each request, Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate of extraordinary costs. City shall review Contractor's request and, in City's sole judgment, make the final determination on the adjustment, provide, however, that approval of such request not be unreasonably withheld.

EXHIBIT D

BUS STOP BARREL PICK-UP LOCATIONS AND SCHEDULE

Location	NB	SB	WB	EB	Schedule
	BSB	BSB	BSB	BSB	
Mission Street					
Grand Avenue	-	-	1	-	M W F
Adelaine Avenue	-	-	-	1	M W F
Orange Grove Avenue	-	-	1	1	M W F
Meridian Avenue	-	-	-	1	M W F
Fremont Avenue	-	-	1	1	M W F
Fair Oaks Avenue	-	-	1	1	M W F
Park Avenue	-	-	1	1	M W F
Milan Avenue	-	-	1	-	M W F
Garfield Avenue	-	-	1	1	M W F
Huntington Drive					
Alhambra Road	1	-	-	-	M W F
Maple Street	1	1	-	-	M W F
Fremont Avenue	-	-	1	1	M W F
Primrose Avenue	-	-	1	1	M W F
Marengo Avenue	-	-	1	1	M W F
Fletcher Avenue	-	-	1	1	M W F
Court Avenue	-	-	1	1	M W F
Fair Oaks Avenue					
Oxley Street	-	1	-	-	M W F
Columbia Street	1	1	-	-	M W F
State Street	1	1	-	-	M W F
Mission Street	-	-	-	-	M W F
Monterey Road	1	1	-	-	M W F
Rollin Street	1	1	-	-	M W F
Spruce Street	1	1	-	-	M W F
Garfield Avenue					
Monterey Road	-	-	-	-	T Th
Oak Street	-	1	-	-	T Th

Location	NB	SB	WB	EB	Schedule
	BSB	BSB	BSB	BSB	
Fremont Avenue					
Oneonta Knoll Street	-	1	-	-	T Th
Maple Street	1	1	-	-	T Th
Pasadena Avenue					
Sycamore Avenue	-	-	1	1	T Th
Arroyo Drive	-	-	1	1	T Th
Hawthorne Street	1	1	-	-	T Th
El Centro Street	1	1	-	-	T Th
Mission Street	1	1	-	-	T Th
Hill Drive					
Collis Avenue	-	-	-	1	T Th
Total	**11**	**13**	**14**	**15**	

Mission Meridian Parking Garage Sweeping and Trash Pick up

Sweep the Parking Garage	1 day per week
Empty three (3) trash cans	2 days per week (T and F)
Pressure wash the parking garage	1 time per year

Abbreviations

BSB - Bus Stop Barrel	EB - Eastbound	W - Wednesday
NB - Northbound	M - Monday	Th - Thursday
SB - Southbound	T - Tuesday	F - Friday
WB - Westbound		

ATTACHMENT 2
Current Exclusive Refuse Services Agreement (2000)

EXCLUSIVE REFUSE SERVICE AGREEMENT

This Agreement is made and entered into by and between the CITY OF SOUTH PASADENA, a municipal corporation ("City") and ARAKELIAN ENTERPRISES, INC. (dba Athens Services), a California corporation (as successor to South Pasadena Disposal Company) ("Contractor").

WHEREAS, City and Contractor are parties to that certain agreement dated November 6, 1996 whereby Contractor provides exclusive Refuse and Recyclable Materials (both defined below) collection, transportation and disposal for Backyard Service (defined below) to single-family residences within City (the "Backyard Service Agreement");

WHEREAS, City and Contractor are parties to that certain agreement dated November 6, 1996 whereby Contractor provides exclusive Refuse and Recyclable Materials collection, transportation and disposal for Bin Service (defined below) to non-residential and multi-residential properties within City (the "Bin Service Agreement");

WHEREAS, pursuant to the Backyard Service Agreement, City gave Contractor notice of City's intent to terminate that agreement;

WHEREAS, as partial consideration for City to agree to extend the term of the Backyard Service Agreement, Contractor agrees to provide City with Street Sweeping Service (defined below), at no charge, for the term of the Bin Service Agreement;

WHEREAS, City agrees to extend the term for Contractor to provide exclusive Backyard Service to the affected residents;

WHEREAS, City and Contractor agree to amend and restate the Bin Service Agreement and Backyard Service Agreement to memorialize, in one document, the parties' agreements for (i) Bin Service, (ii) Backyard Service and (iii) Street Sweeping Service for City and its residents and businesses ("Refuse Service Agreement"); and

WHEREAS, pursuant to this Refuse Services Agreement, Contractor shall have the sole right to collect, transport and dispose of all residential and non-residential Refuse and responsibility to sweep all public streets in City in accordance with the terms and conditions of this Refuse Service Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Refuse Service Agreement City and Contractor do hereby agree as follows:

I. DEFINITIONS

A. "Backyard Service" shall mean collection of Refuse, Recyclable Materials (defined below) and Green Waste (defined below) (not exceeding two hundred twenty (220) gallons per Customer per week) from containers supplied by that Customer (defined below) and stored in, and returned to, that Customer's backyard (or particular substitute location mutually and reasonably agreed to among Contractor, the Public Works Director (defined below) and that Customer, but in no event in the City's public right-of-way) for (i) single-family, two-family, three-family and four-family residential properties, and (ii) subject to the reasonable agreement of Contractor and that Customer, other multi-family residential properties.

B. "Bin Service" shall mean collection of Refuse, Recyclable Materials and Green Waste from bins or roll-off containers supplied by Contractor and stored by the Customer in a location reasonably accepted by Contractor, the Public Works Director and any Customer within City not utilizing Backyard Service (but in no event in the City's public right-of-way).

C. "Bin" shall mean a container (1.5 or 3 cubic yard capacity) provided by Contractor for the deposit and collection of Refuse, Recyclable Materials and Green Waste typically found at commercial and multi-residential properties.

D. "Chief of Police" shall mean City's Chief of Police, or the authorized designee.

E. "City Manager" shall mean City's City Manager, or the authorized designee.

F. "City Attorney" shall mean City's City Attorney.

G. "City Council" shall mean City's City Council.

H. "CIWMA" shall mean the California Integrated Waste Management Act of 1989, as it may be amended from time to time (sometimes commonly referred to as AB 939).

I. "CIWMB" shall mean the California Integrated Waste Management Board and any successor agency.

J. "Compost" shall mean the product resulting from the controlled biological decomposition of organic wastes, either source separated from Refuse, or separated at a centralized facility, and may include vegetables, food, paper and yard and wood wastes, none of which are Hazardous Waste (defined below).

K. "Customer" shall mean any individual, person or organization, utilizing and paying for Contractor's Refuse collection service within the City.

L. "Green Waste" shall mean Refuse which is typically produced by, but not limited to, lawn trimmings, discarded yard plants, pruned branches of trees and bushes and fallen or green leaves or wood waste, all of which is not Hazardous Waste (defined below); provided, it shall not include those materials which are not appropriate for Compost (such as tree trunks, more than four inches (4") in diameter or four feet (4') in length, or palm fronds).

M. "Hazardous Waste" shall mean a waste or combination of wastes defined as a hazardous waste or hazardous substance under any federal or state law, regulation or rule, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*), as amended ("CERCLA") or the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*), as amended ("RCRA").

N. "Materials Recovery Facility" ("MRF") shall mean a materials recovery facility used for purposes of recycling materials.

O. "Public Works Director" shall mean City's Director of Public Works or the authorized designee.

P. "Recyclable Materials" shall mean Refuse, including demolition and construction wastes, which can be or has been separated from Refuse and can be returned to the economic mainstream in the form of raw material for new, reused or reconstituted products which meet the quality standards necessary to be used in the marketplace.

Q. "Refuse" shall mean all putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, garbage, trash, paper, rubbish, ashes, industrial wastes, demolition and construction wastes and other discarded solid and semi-solid wastes; provided, that low-level radioactive waste regulated by the California Health and Safety Code (commencing with § 25800) and Hazardous Waste shall not be included in this definition.

R. "South Pasadena Municipal Code" ("SPMC") shall mean the laws, rules and regulations of the City.

S. "Special Services" shall mean any Refuse collection, transportation and disposal services provided by Contractor to a Customer, other than regular service provided hereunder.

T. "Street Sweeping Service" shall mean regular and emergency (such as after major storms and no more than twelve (12) traffic accidents per calendar year) mechanical cleaning of Refuse, soil, sand, leaves and other plant material and standing water from City's vehicular travel-ways, including public streets, alleys and parking lots, to a level of reasonable quality typical to the community, which complies with applicable storm water discharge, local Air Quality Management District, and all other applicable State and Federal, rules and regulations.

U. "Tipping Fees" shall mean the costs or charges imposed by a properly permitted disposal site, and Contractor's MRF, for dumping or processing of Refuse or Recyclable Materials at the site or facility.

II. EXCLUSIVE FRANCHISE

A. Grant of Franchise. Subject to the SPMC, as amended, California Public Resources Code section 40059 (a) (1), applicable State and Federal laws, rules and regulations, as well as provisions, hereof, this Refuse Service Agreement grants to Contractor an exclusive right for collection, MRF processing, transportation and disposal of discarded Refuse, Recyclable Materials and Green Waste within City; provided, that any person may donate, sell or otherwise dispose of Recyclable Materials or other materials of monetary value that person produces, subject to applicable Federal and State laws, rules and regulations.

B. Franchise Area. This Refuse Service Agreement applies to all property within the jurisdictional boundary of City.

C. Acceptance; Waiver. With the exception of this Refuse Services Agreement, City and Contractor agree to the mutual termination of all previous agreements between the parties and their predecessors relating to Refuse, Recyclable and Green Waste collection, transportation and disposal, including, but not limited to, the Backyard Service Agreement and the Bin Service Agreement.

D. Amortization of Existing Licensed, Non-franchised Refuse Haulers. City and Contractor acknowledge City has notified, pursuant to Public Resources Code section 49520, the licensed non-franchised Refuse haulers, which operated within City on November 6, 1996, Contractor is City's exclusive Refuse collection franchisee. The five-year amortization period provided by section 49520 ends on March 27, 2002.

III. SCOPE OF WORK

In exchange for the compensation described in Article VII, hereof, Contractor shall provide all labor, materials, equipment and services, and pay all costs it incurs in performing the same, for:

A. Collection, transportation and disposal of Refuse by Backyard Service from the premises, described in I.A., above, in the City, at the regularly scheduled intervals reasonably agreed to by Contractor and the Public Works Director, but no less than once a week, and at the rates provided herein;

B. Collection, transportation and disposal of Refuse from premises within City for those Customers who do not receive Backyard Service, by regularly scheduled Bin Service as reasonably agreed to by Contractor and Customer (subject to Article IV of this Refuse Service Agreement), but no less than once a week and, at the rates provided herein;

C. Separation of all Refuse collected by Contractor within City at Contractor's MRF; provided, that Customer shall be required to separate and store, at the same location as the containers used for Backyard Service or Bin Service, whichever is applicable, only Green Waste from other Refuse; provided, that materials which are not able to be processed for inclusion as compost material (*i.e.*, trunks, more than four inches (4") in diameter and four feet (4") in length, or palm fronds) are not to be separated from other Refuse by the Customer;

D. Provision of Street Sweeping Service within City at least once every other week, at times and days approved by the Public Works Director, and transportation and disposal of Refuse collected while providing Street Sweeping Service;

E. Collection, transportation and disposal of all Refuse produced by City at any of City's public facilities; provided, that City shall be required to separate and store, at the same location as the containers used for Refuse only Green Waste from other Refuse;

F. Payment of City's cost for preparation and filing of CIWMA, as amended, reports and waste generation studies and adjustments to base year calculations; provided, that (i) City shall hire a consultant to prepare such reports and studies, (ii) City shall file the reports and (iii) City and Contractor shall reasonably cooperate to determine the content of the reports and studies;

G. Disposal of residual Refuse (that remaining after MRF processing at Contractor's MRF) collected within the City at a landfill or transformation facility permitted by the CIWMB reasonably approved by the Public Works Director and the overall cost for such facility, including fees and transportation costs, shall be no more than the lowest cost incurred to transport and dispose of Refuse at another available CIWMB permitted facility;

H. Provision of free Christmas tree collection for all residential properties, including multi-family dwellings;

I. Provision of one annual dumpster day (on a date reasonably determined by the City Manager) for collection of bulky items, including, but not limited to, all large or difficult to handle objects such as couches, refrigerators, rugs and carpets, water heaters, washing machines and other items, excluding typical or ordinary Refuse items. Contractor shall also provide free pick-up of those items from senior citizens' residences within City, as coordinated by City; provided, that if pick-ups for any annual dumpster day exceed one hundred (100), then City and Contractor shall negotiate a reasonable charge for such excess pick-ups;

J. Provision of community outreach programs to educate Customers about the importance of recycling and proper Hazardous Waste disposal and other waste management issues. These programs shall consist of, but not be limited to, production and printing of flyers, brochures, posters and inserts to be included in City's newsletter, speaking to service clubs and elementary schools, and other educational programs deemed necessary to carry out this program. All printed material shall be reviewed and approved by the Public Works Director prior to distribution;

K. Provision of collection, transportation and disposal of Refuse for City's Fourth of July celebration and ten (10) other special events, such as concerts in the park, farmer's market (provided the market is operated by the City or a non-profit corporation) and other community celebrations; and

L. Provision, at no extra cost to Customer, of collection, transportation and disposal of Green Waste generated by Customer through regular gardening and yard maintenance and minor tree and bush trimming, subject to the two hundred twenty (220) gallon limit.

Notwithstanding any of the forgoing, Contractor shall not be required to remove building materials and other Refuse materials from the construction, alteration, repair, moving or demolition of buildings, in the ordinary course of the Customer's regular Refuse collection. Customer will be required to enter into separate collection arrangements with Contractor for the collection of such materials; provided, that Customers may put out such materials for collection by Contractor if the alteration or repair work is minor in nature and is performed individually by Customer; provided, further, that such materials meet the volume and weight restrictions applicable to regular collection of Refuse.

IV. COLLECTIONS HOURS AND DAYS

The collection of Refuse shall only occur between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday and between the hours of 7:00 a.m. and 12:00 p.m., Saturday. If the regular collection day falls on a legal holiday, then Contractor shall collect the Refuse regularly scheduled for that holiday on the next workday following that holiday. The other Customers regularly scheduled for that next workday may also be postponed until the following workday; provided, that Refuse collection may be postponed in this manner as necessary to accommodate the holiday, but in no event shall more than six (6) consecutive collection days be postponed. Collection earlier than 7:00 a.m. may be authorized upon written approval of the City Manager; provided, that Contractor gives written notice to the affected Customers at least ten (10) days prior to the earlier collection. To the extent reasonably possible, collections on each route shall commence at the same point, at the same time and follow the same route each time collections are made. Contractor shall provide sufficient personnel and equipment to complete within one day the collection of all Refuse placed for collection in any mutually agreed upon collection district within City on the given collection day.

V. COLLECTION AND STREET SWEEPING SERVICE ROUTES AND SCHEDULES

A. The schedule and routes for Refuse collection and Street Sweeping Service shall be subject to reasonable approval of the Public Works Director. Contractor shall prepare and file with the Public Works Director a Refuse collection and Street Sweeping Service schedule, together with a complete map of the Refuse collection and Street Sweeping Service districts within City. The Public Works Director shall indicate thereon in an appropriate and easily understandable manner the days on which Refuse collection and Street Sweeping Service shall be made.

B. The Refuse collection and Street Sweeping Service routes and schedule, when approved by the Public Works Director shall be maintained unless changed, in writing, by the parties.

C. Prior to the start of any new Refuse collection or Street Sweeping Service schedule or route, as approved by the Public Works Director, Contractor shall, at Contractor's own expense, provide a written notice to be included, by City, as an insert with regular billings to notify each affected Customer of the day or days of the week on which Refuse shall be collected or streets swept. The notice shall contain the day or days of the week upon which Refuse collections and Street Sweeping Services will be made, the name, address and telephone number of Contractor, and other information and be provided to each Customer affected unit not less than fourteen (14) days prior to the change of any Refuse collection and Street Sweeping Service schedule. Contractor shall also cause the schedule and route of Refuse collection and Street Sweeping Service to be published twice in a responsible newspaper of local circulation once each week for two (2) successive weeks immediately prior to the change in the Refuse collection and Street Sweeping Service schedule or route in a district. The published schedule and route shall

contain the same information as the written notice outlined above, and shall clearly indicate the precise area involved in the change.

D. Contractor shall conduct same day collection of all Refuse collected pursuant to this Refuse Service Agreement, including Green Waste.

VI. TERM

Subject to the notice provisions contained in this Article, this Refuse Service Agreement shall have a term of eleven (11) years, commencing as of November 6, 2000; provided, however, that on November 6, 2004 and on each November 6, thereafter, the term of this Refuse Service Agreement shall be extended one (1) year, so that the full term of this Refuse Service Agreement shall remain seven (7) years. If either party desires this Refuse Service Agreement to terminate, then that party must give ninety (90) days' written notice of its desire for termination to the other party and termination, pursuant to that notice, shall not be effective until seven (7) years after the date of that notice. (For example: (i) if a party desires to terminate this Refuse Service Agreement, then the earliest date that termination can be effective is November 6, 2011 and to be so effective as of that date, written notice of termination must be given to the other party no sooner or later than November 6, 2004 or (ii) if a party does not give notice to terminate until, for example, February 1, 2005, then that termination could not be effective until February 1, 2012.) Thirty (30) days after receipt of a notice of termination, either party may request to meet and confer regarding the termination and any notice of termination shall not be effective, unless the party which sent the notice of termination meets and confers, in good faith at least twice (or provides opportunities to do so), with the other party after the other party's timely request to do so.

VII. RATES AND BILLING

A. As of the effective date of this Refuse Service Agreement and until June 30, 2002, the rates charged for Backyard and Bin Services shall be as set forth on Exhibit A hereto; provided, that City retains the unilateral right to reduce or increase the AB 939 authorized fee charged by City; and provided, further, that such fee shall be retained in full by City and such receipts shall not be included in the gross receipts calculations for Contractor.

B. Subject to Exhibit B, hereto, Contractor may increase, but shall decrease, those rates for the period July 1, 2002 to June 30, 2003.

C. Subject to Exhibit B, hereto, on each July 1, after 2002, until the termination of this Refuse Service Agreement, Contractor may increase, but shall decrease, the rates for each period of July 1 to June 30.

D. Contractor shall not make or grant any preference or advantage to any Customer or potential customer, nor subject any Customer or potential customer, to prejudice or disadvantage with respect to rates, fees, charges, service, facilities, rules, regulations, or any other respect.

E. Special Services shall be charged only based on the list described in F., below.

F. Contractor shall provide, upon request, a complete list of the rates for the various types of services, including Special Services, provided by Contractor, a statement indicating how to file a complaint and how complaints are resolved, as well as the possibilities of recourse available to Customers, the holiday schedule, and any other information necessary to assist residents as reasonably determined by the City Manager.

G. City shall bill for all Bin Service, Backyard Service and Special Services on a bi-monthly basis, as part of the regular utility bill. It is the responsibility of Contractor to inform City of the level of trash service provided to each Customer so City may accurately bill. On the first business day of each month, City shall remit to Contractor an amount equal to the billing for service rendered during the preceding month, minus the applicable franchise fee provided for in Article VIII. The franchise fee shall be calculated by City and deducted from the total amount of billings and an amount equal to the balance shall then be submitted to Contractor. The payments shall be accompanied by a report providing reasonable documentation and support for the payments.

VIII. FRANCHISE FEE

A. For the entire term of this Refuse Service Agreement, City shall retain, as a franchise fee for this Refuse Service Agreement, nine and four-tenths percent (9.4%) of the gross receipts City collects for Bin Service, Backyard Service and Special Services payments, pursuant to this Refuse Service Agreement; provided, that the amounts collected as Contractor's recycling rate and Green Waste rate shall not be included as part of the gross receipts upon which the franchise fee is based.

B. In addition, for processing the Customer's payments, City shall retain three percent (3%) of the gross receipts City collects for Bin Service, Backyard Service and Special Services, pursuant to this Refuse Service Agreement; provided, that the amounts collected as Contractor's recycling rate and Green Waste rate shall not be included as part of the gross receipts upon which the franchise fee is based.

C. In addition, on a quarterly basis (within forty-five (45) days after each quarter), Contractor shall remit (or cause the operator of the MRF at which Contractor deposits Refuse collected within City) to City twenty-five percent (25%) of the net revenue generated from sale of Recyclable Materials collected by Contractor within City. For purposes of this Section, net revenue shall mean gross revenue generated from such sale minus any amounts paid to the users of the Recyclable Materials as incentives to divert materials. Contractor shall, on an annual basis, provide to City a report describing the

quantity of Recyclable Materials, the dollar value of those sold and the net revenue paid to City, and explain the reasons, therefor.

IX. OFFICE, INQUIRIES AND COMPLAINTS

A. Contractor shall maintain a local telephone number and maintain telephone listings in the directories of the telephone companies servicing Customers in the name by which the firm is most commonly known.

B. Contractor shall have at all times during the hours between 7:00 a.m. and 5:00 p.m. Monday through Friday and between 7:00 a.m. through 12:00 p.m. Saturday, an employee at Contractor's office to answer inquiries and to receive complaints; provided, that for holidays and special dumpster days Contractor shall have an employee at Contractor's office to answer inquiries and to receive complaints until collection services are completed.

C. Contractor shall maintain a written record of all complaints received, including the name, address, and telephone number of the customer, a description of the complaints, the time the complaint was received, the action taken in response to the complaint, and the time the responsive action was taken. Contractor shall provide City with a copy of the written log of complaints upon request by the City Manager, upon reasonable advance notice.

D. In the event any Customer reports to the City Manager a complaint or claim, for a damaged container, has not been resolved to the Customer's reasonable satisfaction, the City Manager may require Contractor to present a detailed report outlining the nature of the complaint and remedies proposed or action taken to resolve the complaint or claim. If, in the reasonable opinion of the City Manager, Contractor's remedies proposed and action taken are insufficient to resolve adequately the complaint or claim, then the City Manager may require Contractor to carry-out an alternative reasonable remedy process intended to resolve the complaint or claim. The remedies will be carried out at no cost whatsoever to City, unless otherwise specified by the City Manager.

X. CUSTOMER SERVICE PERFORMANCE STANDARDS

A. The Contractor shall not repeatedly allow Customer service calls to be put on hold for longer than two minutes.

B. Contractor shall not repeatedly allow Customer service calls to ring more than ten times.

C. Contractor's Customer service representatives will treat all customers in a friendly and courteous manner.

D. Contractor's Customer service representatives will be fully knowledgeable about this Refuse Service Agreement and the services provided hereunder.

XI. VEHICLES AND EQUIPMENT

A. All trucks and other equipment used to collect, transport or dispose of Refuse or to provide Street Sweeping Service shall at all times be kept clean, in good repair, and well and uniformly painted, to the reasonable satisfaction of the Public Works Director.

B. Each truck shall be constructed and used so that refuse, oil or grease will not blow, fall or leak out of the truck onto the street. All refuse shall be transported by means of vehicles equipped with water-tight bodies fitted with close fitting metal covers. If any refuse is dropped or spilled in collecting, transferring or transporting, it shall be immediately cleaned up. A broom and shovel shall be carried on each truck at all times for this purpose. If Contractor has not cleaned up such droppings or spill within a reasonable time after receipt of notice of same, then all expenses incurred by City in the collection and disposal of any such spilled or dropped refuse shall be paid to City, on demand, by Contractor.

C. Contractor's name and telephone number shall be painted on each side of the body of each truck. The letters shall be in a color contrasting sharply with the color of the truck, and shall not be less than six inches in height and four inches in width.

D. Upon the City Manager's request, Contractor shall submit to City a copy of the most recent CHP B.I.T. report within ten (10) working days after Contractor has received such report.

E. Each vehicle of three or more axles used for collecting, hauling or disposing of residential and commercial refuse in the City shall be maintained in compliance with the Motor Carrier Safety Regulations set forth in Title 13 of the California Administrative Code, as amended, (Motor Vehicles).

F. The Chief of Police, Public Works Director or City Manager may authorize the removal of any vehicle from service if said vehicle is found to be in noncompliance with the California Vehicle Code. Vehicles shall not be returned to service until duly authorized by the Chief of Police or the Public Works Director.

G. Each vehicle used for collecting, hauling or disposing of refuse shall be equipped with an audible warning device that is activated when the vehicle is backing up.

XII. CONTAINERS

A. All Refuse containers shall be placed upright. Containers shall not be placed or thrown on streets, alleys, highways or adjoining property.

B. Contractor and Contractor's agents or employees shall not cause Refuse containers to be thrown from the truck to the pavement or parkway, or in any other way break or damage or roughly handle the same.

C. Any claim for damage to Backyard Service containers, resulting from misuse or rough handling of the containers by Contractor, shall be presented to Contractor by Customer. Contractor shall make a decision concerning settlement within five (5) business days after receipt of such claim.

XIII. TITLE TO REFUSE

Title to Refuse collected by Contractor shall pass to Contractor at the time Contractor takes physical possession of the Refuse and such title shall pass to the owner/operator of the disposal site where such refuse is deposited.

XIV. LICENSES, MEMBERSHIP AND INSURANCE

A. Contractor shall obtain and keep current all required Federal, State and County solid waste hauler permits and licenses.

B. Contractor shall maintain a valid City business license.

C. Contractor must maintain an active Chamber of Commerce membership.

D. Contractor shall, at all times during the term of this Refuse Service Agreement, obtain, and maintain in full force and effect, at its own expense, a valid and unexpired policy of public liability and property damage insurance and comprehensive automobile liability, including coverage of City, its officers, boards, commissioners, agents and employees, as additional insureds, with a California licensed company rated A- or better, protecting City and all persons against liability for loss or damage for personal injury, death and property damage, occasioned by the operations of Contractor under this Refuse Service Agreement with a minimum of not less than Ten Million Dollars ($10,000,000); provided, that, at Contractor's sole discretion such coverage may be provided through a commercial umbrella liability policy with the same terms, definitions, conditions and exclusions as the underlying comprehensive general liability policy of at least Two Million Dollars ($2,000,000) and comprehensive auto liability policy of at least One Million Dollars ($1,000,000) and with no broader coverage than the underlying policies. Such policies shall be endorsed as set forth in Exhibit C. Failure to file or maintain the policy(ies) of insurance shall be deemed a breach of the Agreement, and shall be grounds for termination of this Refuse Service Agreement by City if the policy is not provided

within thirty (30) days after notice from City to Contractor of Contractor's failure to comply with this subsection.

E. Contractor shall at all times keep fully insured, at Contractor's own expense, all persons employed by Contractor in connection with the performance of this Agreement as required by the provisions of the Labor Code of the State of California relating to Workers' Compensation Insurance and shall defend, indemnify and hold harmless, City from all liability arising by reason of injuries of any employee of Contractor incurred in the course of employment hereunder.

XV. INDEMNIFICATION

A. In consideration of the terms and provisions of this Refuse Service Agreement, Contractor hereby agrees to, and hereby does relieve, release, indemnify, defend, hold harmless and forever discharge City and its officers, agents, employees, servants, insurers, successors, heirs and each of them ("Indemnitees"), from any and all claims, rights, debts, liabilities, demands, obligations, liens, promises, acts, agreements, costs and expenses (including but not limited to, attorneys' fees and costs), damages, actions and causes of action (collectively, "Claim") arising from Contractor's services pursuant to this Refuse Service Agreement, excluding only such matters which arise from City's sole negligence or willful acts or omissions; provided, that Indemnitees shall be defended, indemnified and held harmless from any Claims related to Hazardous Waste or federal or state environmental laws, rules or regulations, exclusively, pursuant to subsections B. and C., below.

B. In addition, Contractor shall indemnify, defend and hold harmless Indemnitees from and against any and all claims, fines, rights, debts, liabilities, demands, obligations, liens, promises, acts, agreements, costs and expenses (including but not limited to, attorneys' fees and costs), damages, actions and causes of action and administrative proceedings arising from the handling of Hazardous Waste from the time it is collected by Contractor until the time it is validly deposited by Contractor at an appropriate disposal site. The parties acknowledge and agree this subsection may be affected by subsection (e) of § 9607 of CERCLA and § 25364 of the California Health and Safety Code

C. In addition, Contractor shall indemnify, defend and hold harmless City from and against any and all fines imposed by CIWMB arising from City's failure to meet landfill diversion requirements of AB 939, or substantially similar legislative enactments by the State of California, which do not mandate landfill diversion of more than fifty percent (50%) from the base year. Contractor agrees this subsection applies to the entire waste stream for which City is accountable by the CIWMB and not just that portion of that waste stream processed by Contractor, pursuant to this Agreement. In the event CIWMB provides an administrative process to challenge the imposition of a compliance order or a fine or fines, Contractor shall be responsible for engaging consultants and or attorneys (chosen with City's reasonable consensus) to represent City. Contractor shall also be

responsible for the retention of and payment to any consultants engaged to perform waste diversion studies. Any funds expended by Contractor, pursuant to this subsection, for fines and expenses (including consultant fees, attorneys' fees and costs) shall not be passed on to Customers as part of a rate increase or otherwise.

XVI. TERMINATION

A. Subject to Section B., below, in addition to any other remedy herein provided, or provided by law, City may terminate this Refuse Service Agreement if Contractor is in material breach of any term or provision hereof; provided, that before such right of termination may be exercised by City, City shall give to Contractor written notice of such breach, specifying the particulars in which Contractor is in breach, and if such breach is cured within a thirty (30) days, or if a breach which cannot be reasonably cured within thirty (30) days, then commenced to be cured within thirty (30) days and such cure is diligently pursued and completed within one hundred twenty (120) days after such written notice, this Refuse Service Agreement may not be terminated by City.

B. Acts of God, nature or persons (other than Contractor and Contractor's officers, employees, agents, representatives, affiliates or subsidiary or parent entities) or combinations, thereof, over which Contractor has no reasonable control ("Separate Acts") will extend the time periods set forth in Section A. above, but only for the express time of the delay caused by the Separate Acts. Contractor is responsible to show evidence of the Separate Acts to benefit from this Section B.

C. If this Refuse Service Agreement is terminated for any reason, then all accounts receivable and records, including route records, shall immediately become the property of City; provided, that any payments received for billings made for services satisfactorily provided by Contractor prior to the date of termination shall be paid to Contractor pursuant to sections VII and VIII of this Agreement.

XVII. REPORTS REQUIRED

A. Contractor shall provide the City Manager, at the times and in a form reasonably prescribed by the City Manager, reports with respect to Contractor's operations as may be reasonably necessary or appropriate to the performance of any of the rights, functions or duties of City in connection with this Refuse Service Agreement.

B. Such reports shall include the following, which shall be submitted to the City Manager no later than sixty (60) days following City Manager's request for same:

1. A current list of all vehicles used for collecting, hauling or disposing of residential and commercial refuse in City including the make, type, year, license number, identification number and ownership.

2. The names, titles and addresses of the officers and directors of the firm.

3. The names and titles of all employees used in providing refuse service for City.

4. A description of all cases of property damage and personal injury that have occurred while providing services for City pursuant to this Agreement in the immediate past calendar year.

5. A copy or description of all traffic citations received while providing services for City pursuant to this Agreement in the immediate past calendar year.

C. Within forty-five (45) days after the end of each City quarter and fiscal year, Contractor shall provide City with a written report which shall include:

1. Total tonnage of Refuse collected within City during the previous quarter.

2. Total tonnage breakdown of Recyclable Materials and Green Waste collected within City limits during the previous quarter.

XVIII. EQUAL OPPORTUNITY EMPLOYMENT

In providing refuse service for City, Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or sexual orientation. Contractor shall take affirmative action to ensure such non-discrimination. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor shall, in all solicitation or advertisements for employees placed by or on behalf of Contractor, state that qualified applications will receive consideration for employment without regard to race, creed, color, national origin, sex or sexual orientation.

XIX. EMPLOYEES FINGERPRINTED

Subject to written notice by City, Contractor may be required to submit to the Chief of Police, for fingerprinting, all employees involved in collecting, hauling or disposal of refuse, subject to any conditions imposed by Contractor's Labor Agreement.

XX. NON-ASSIGNABILITY

A. This Agreement shall not be sublet or assigned, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, sold or transferred, either in whole or in part, nor shall title thereof, either legal or equitable, or any right, interest or property therein, pass to or vest in any person through the sale of stock or otherwise, except Contractor, nor shall any change of control or ownership of Contractor occur, either by act of Contractor or by operation of the law ("Transfer"), without the prior

written consent of City; provided, that City consent of an intra-family Transfer is not required, as long as City is notified in writing within thirty (30) days after that Transfer. For the purposes of this Section, Transfer will exist upon sale or hypothecation of more than fifty percent (50%) of Contractor's ownership, stock, or other control. The granting of consent for a Transfer by City shall not be unreasonably withheld.

B. Contractor shall promptly notify City of any proposed Transfer. Any Transfer shall make the Agreement null and void unless and until the City shall have consented, thereto, or shall be immediate grounds for termination, pursuant to Article XVI. For the purpose of determining whether it will consent to any Transfer, City may inquire onto the qualifications of the prospective controlling party, and Contractor shall assist City in any such inquiry. City may condition the Transfer upon reasonable terms and conditions City deems appropriate.

C. Contractor, at least sixty (60) days prior to any Transfer, shall file with City a copy of the deed, agreement, mortgage, lease or other written instrument evidencing the Transfer, certified and sworn to as correct by Contractor.

D. Every Transfer, whether voluntary or involuntary, shall be deemed void and of no effect unless Contractor shall have filed such certified copy as is required and City has given written approval.

E. Subject to Article XVI, failure to obtain the approval of City, as required by this Article, shall entitle City to terminate this Refuse Service Agreement.

XXI. RIGHTS RESERVED TO CITY AND CONTRACTOR

A. At all reasonable times, Contractor shall permit City's authorized representatives to examine all property of Contractor, and to examine and transcribe any and all records kept or maintained by Contractor under Contractor's control which pertain to this Refuse Service Agreement. At all reasonable times, City shall permit Contractor's authorized representatives to examine all property of City, and to examine and transcribe any and all records kept or maintained by City under City's control which pertain to this Refuse Service Agreement.

B. Neither this Refuse Service Agreement nor any provision hereof shall constitute a waiver or bar to the exercise of any governmental right or power of City.

XXII. MISCELLANEOUS

A. The Contractor shall comply with all applicable laws of the City, County, State and Federal Governments.

B. The provisions of the SPMC relating to collection and disposal are hereby incorporated into and made a part of this Refuse Service Agreement, and whenever the provisions of the SPMC conflict with the terms of this Refuse Service Agreement, the terms of the SPMC shall supersede the provisions of this Refuse Service Agreement. If a change in the SPMC results in a demonstrable operating cost increase, Contractor may seek recovery of those costs.

C. Time shall be of the essence of this Refuse Service Agreement. Contractor shall not be relieved of the obligation to comply promptly with any of the provisions of this Refuse Service Agreement by any failure of City to enforce prompt compliance.

D. Unless a party notifies, in writing, the other party of a change in address, any notice required to be given under this Refuse Service Agreement shall be given by placing such notice in the United States mail, postage prepaid, addressed as noted below:

To City:

City of South Pasadena
1414 Mission Street
South Pasadena, California 91030
Attention: Sean Joyce, City Manager

Copy to:

Kane, Ballmer & Berkman
515 S. Figueroa Street, Suite 1850
Los Angeles, California 90071-3301
Attention: Joseph W. Pannone, City Attorney

To Contractor:

Athens Services
P.O. Box 60009
City of Industry, California 91715-0009
Attention: Dennis Chiappetta, Chief Operating Officer

E. This Refuse Service Agreement shall be binding on, and accrue to, the benefit of the heirs, executors, assigns and successors in interest of the parties hereto.

F. Any waiver by either party of any breach of this Refuse Service Agreement shall not be construed as a waiver of any other prior or subsequent breach. Failure of either party to require full and complete compliance with any term of this Refuse Service Agreement shall not be construed as any change to the provision hereof or as an estoppel to enforce any provision hereof.

G. No amendment to this Refuse Service Agreement may be made, except in writing and as approved by Contractor and the City Council.

H. If any section, subsection, sentence, clause or phrase of this Refuse Service Agreement is for any reason held illegal, invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof.

I. This Refuse Service Agreement may be signed in counterparts and all the counterparts taken together shall be deemed to constitute one and the same instrument.

XXIII. EFFECTIVE DATE

This Refuse Service Agreement is effective and operative as of November 6, 2000 and as of that date shall supersede all prior agreements heretofore executed by and between the parties concerning any portion of the subject matter hereof, and shall operate as a discharge of all obligations incurred by either party under any agreements thus superseded.

CITY OF SOUTH PASADENA

Date: Feb. 7, 2001

Dorothy M. Cohen, Mayor

APPROVED AS TO FORM:

Joseph W. Pannone,
City Attorney

[Signatures continued on page 19]

[Signatures continued from page 18]

ARAKELIAN ENTERPRISES, INC., a California corporation (dba Athens Services)

Date: 2/6, 2001 By: _____

Its: Pres.

Date: _____, 2001 By: _____

Its: V.P.

Athens\agreement6

CITY OF SOUTH PASADENA
RATE ADJUSTMENT
EFFECTIVE JULY 2000

EXHIBIT A

	APRIL 1999 CPI	166.60
	APRIL 2000 CPI	170.60
	INCREASE	2.40%
RESIDENTIAL:	PRIOR LANDFILL FEE	27.13
	NEW LANDFILL FEE	27.13
	INCREASE	0.00%
COMMERCIAL:	PRIOR MRF LANDFILL FEE	44.71
	NEW MRF LANDFILL FEE	45.46
	INCREASE	1.68%

SERVICE	CURRENT DISPOSAL COMPONENT	TIPPING ADJMENT	NEW DISPOSAL COMPONENT	CURRENT OPERATIONS COMPONENT	2.40% CPI ADJMENT	NEW OPERATIONS COMPONENT	NEW NET RATE	LESS 3% BILLING	NEW GROSS RATE	2.22 @ 2.40% RECYCLE RATE	CUSTOMER RATE
STANDARD	4.18	0.00	4.18	17.29	0.42	17.71	21.89	21.23	24.24	2.27	26.51
YARD WASTE				2.41	0.06	2.47	2.47	2.47	2.47	N/A	2.47
MULTI UNITS 1X											
2	5.48	0.09	5.57	27.62	0.66	28.28	33.85	32.83	37.48	2.27	39.75
3	6.69	0.11	6.80	33.56	0.81	34.37	41.17	39.93	45.58	2.27	47.85
4	7.89	0.13	8.02	39.49	0.95	40.44	48.46	47.01	53.66	2.27	55.93
5	9.07	0.15	9.22	45.36	1.09	46.45	55.67	54.00	61.64	2.27	63.91
6	9.84	0.17	10.01	49.36	1.19	50.55	60.56	58.74	67.05	2.27	69.32
7	10.53	0.18	10.71	52.64	1.26	53.90	64.61	62.67	71.54	2.27	73.81
8	11.14	0.19	11.33	55.95	1.34	57.29	68.62	66.56	75.98	2.27	78.25
9	11.82	0.20	12.02	59.27	1.42	60.69	72.71	70.53	80.51	2.27	82.78
10	12.47	0.21	12.68	62.56	1.50	64.06	76.74	74.44	84.98	2.27	87.25
11	13.14	0.22	13.36	65.88	1.58	67.46	80.82	78.40	89.50	2.27	91.77
12	13.78	0.23	14.01	69.16	1.66	70.82	84.83	82.29	93.94	2.27	96.21
MULTI UNITS 2X											
2	16.53	0.28	16.81	82.90	1.99	84.89	101.70	98.65	112.61	2.27	114.88
3	17.26	0.29	17.55	86.61	2.08	88.69	106.24	103.05	117.64	2.27	119.91
4	17.99	0.30	18.29	90.30	2.17	92.47	110.76	107.44	122.65	2.27	124.92
5	18.74	0.31	19.05	94.00	2.26	96.26	115.31	111.85	127.68	2.27	129.95
6	19.48	0.33	19.81	97.69	2.35	100.04	119.85	116.25	132.71	2.27	134.98
7	20.23	0.34	20.57	101.38	2.43	103.81	124.38	120.65	137.73	2.27	140.00
8	20.93	0.35	21.28	105.08	2.52	107.60	128.88	125.01	142.71	2.27	144.98
MULTI ADD PER UNIT											
1X	1.12	0.02	1.14	5.58	0.13	5.71	6.85	6.64	7.58	N/A	7.58
2X	1.68	0.03	1.71	8.36	0.20	8.56	10.27	9.96	11.37	N/A	11.37
3X	2.21	0.04	2.25	11.16	0.27	11.43	13.68	13.27	15.15	N/A	15.15
4X	2.74	0.05	2.79	13.96	0.34	14.30	17.09	16.58	18.93	N/A	18.93
BIN RENTAL											
3 YARD	3.94	0.07	4.01	19.72	0.47	20.19	24.20	23.47	26.79	N/A	26.79
1.5 YARD	1.94	0.03	1.97	9.86	0.24	10.10	12.07	11.71	13.37	N/A	13.37
COMMERCIAL 3YD											
1X	24.23	0.41	24.64	62.51	1.50	64.01	88.65	85.99	98.16	2.27	100.43
2X	48.46	0.81	49.27	73.91	1.77	75.68	124.95	121.20	138.36	2.27	140.63
3X	72.70	1.22	73.92	85.24	2.05	87.29	161.21	156.37	178.50	2.27	180.77
4X	96.93	1.63	98.56	101.69	2.44	104.13	202.69	196.61	224.44	2.27	226.71
5X	121.16	2.03	123.19	120.76	2.90	123.66	246.85	239.44	273.33	2.27	275.60
6X	145.40	2.44	147.84	132.17	3.17	135.34	283.18	274.68	313.56	2.27	315.83
COMMERCIAL 1.5YD											
1X	12.11	0.20	12.31	41.49	1.00	42.49	54.80	53.16	60.68	2.27	62.95
2X	24.20	0.41	24.61	75.30	1.81	77.11	101.72	98.67	112.64	2.27	114.91
3X	36.32	0.61	36.93	93.79	2.25	96.04	132.97	128.98	147.24	2.27	149.51
4X	48.43	0.81	49.24	112.24	2.69	114.93	164.17	159.24	181.78	2.27	184.05
5X	60.55	1.02	61.57	130.73	3.14	133.87	195.44	189.58	216.42	2.27	218.69
6X	72.64	1.22	73.86	149.21	3.58	152.79	226.65	219.85	250.97	2.27	253.24
MINIMUM COMMERCIAL	5.45	0.09	5.54	27.71	0.67	28.38	33.92	32.90	37.56	2.27	39.83

EXHIBIT B

RATE INCREASE FORMULA

Each of the rates provided by this Agreement consists of an Operations Component and a Disposal Component.

The Operations Component includes the costs of collection of all Refuse, including Recyclable Materials and Green Waste for all customers described in SECTION III according to the terms set forth in this Agreement. Also included in the Operations Component are the costs to haul all Refuse, including Recyclable Materials, to the MRF and to haul all Green Waste to a disposal site.

The Disposal Component shall be based on the per ton costs incurred by Contractor for disposal and processing of all Refuse, including Recyclable Materials at the Contractor's MRF (which costs are defined on a per ton basis as the 'MRF Gate Fee") and for its disposal of Green Waste at a disposal site.

Rate Adjustment Formula

The Operations Component is to be adjusted in proportion to the increase or decrease in the cost of living as determined by the percentage change in the Consumer Price Index ("CPI") for the immediately previous twelve month period (May through April) for All Urban Consumers in the Los Angeles/Anaheim/Riverside area, or an equivalent index approved by mutual agreement in the event the CPI as described above is no longer published.

The Disposal Component is to be adjusted in proportion to the increase or decrease in disposal costs as determined by the percentage change in the MRF Gate Fee or the tipping fee for Green Waste. Contractor agrees it will not be entitled to any increase in the Disposal Cost Component due to an increase in the MRF Gate Fee other than due to the occurrence of one or more of the following, (1) an adjustment in the non-disposal portion of the MRF Gate Fee directly proportional to the percentage change in the CPI, as described above, and (2) an increase in the tipping fee for residue from the MRF at disposal sites used by Contractor location which complies with III. G.

Special Rate Adjustment

In the event circumstances beyond the control of Contractor impose or generate extraordinary costs in the performance of the Agreement, Contractor may petition City to determine if an adjustment in compensation is warranted to avoid undue financial hardship on Contractor. For each request, Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate of extraordinary costs. City shall review Contractor's request and, in City's sole judgment, make the final determination on the adjustment, provided, however, that approval of such request not be unreasonably withheld.

EXHIBIT C

SPECIAL INSURANCE ENDORSEMENT - CITY OF SOUTH PASADENA

Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter thereto, or made a part thereof, it is agreed that the policy shall and does:

1. Include the City of South Pasadena (the "City") and its officers and employees as additional insureds in the policies described on the attached Certificate of Insurance as they may be held liable for injuries, death or damage to property arising out of or in connection with the contract, executed by the named insured and the City. It is further agreed, this policy shall be primary and noncontributing with any other insurance or self insurance program available to the City and includes a severability of interest clause; and

2. Provide that the naming of the additional insureds as herein provided shall not affect any recovery to which such additional insureds would be entitled under this policy if not named as such additional insureds; and

3. Provide that the additional insureds named herein shall not be held liable for any premium or expense of any nature on this policy or any extension thereof; and

4. Provide that the additional insureds named herein shall not by any reason of being so named be considered a Member of any mutual insurance company for any purpose whatsoever; and

5. Provide that the provisions of the policy shall not be changed, canceled or otherwise terminated as to the interest of the additional insureds named herein without first giving thirty (30) days written notice thereof to the City Attorney of the City by certified mail, return receipt request, and addressed as follows:

City Attorney
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

This endorsement is effective _____, 20__ when signed below by an Authorized Representative of _____ and when issued to Agency shall be valid and form part of Policy(ies) No. _____ insuring _____ expiring on _____, and shall be in the same amount for the same coverage as the Policy(ies) to which is attached.

_____
Insurer

By: _____

_____
Name and Title
(Or Name Of Agent Or Broker)

_____

_____
Address

By: _____
Signature Of Authorized Representative

(If signed by other than insurer, proof of authority to bind insurer must accompany this form.)

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ATTACHMENT 3
CalRecycle Corrective Action Plan

STATE OF CALIFORNIA

CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

CORRECTIVE ACTION PLAN AND COMPLAINT FOR PENALTY
1476.SLCP.CAP.2023.3

Before:	The State of California Department of Resources Recycling and Recovery 1001 I Street Sacramento, CA 95814
In the Matter of:	City of South Pasadena 1414 Mission Street South Pasadena, CA 91030

BACKGROUND AND PURPOSE

1. The California Department of Resources Recycling and Recovery is hereinafter referred to as "CalRecycle."

1.1 CalRecycle, in consultation with the California Air Resources Board, adopted regulatory requirements, consistent with the mandate of Senate Bill 1383 (Lara, Chapter 395, Statutes of 2016), that are designed to achieve the organic waste reduction goals established in section 39730.6 of the Health and Safety Code through a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2025. The purpose of these reductions is to further the statewide effort to reduce emissions of short-lived climate pollutants (SLCP), including methane. These SLCP regulations are referred to hereinafter as the “Regulations” and can be found at Title 14 California Code of Regulations (CCR) sections 18981.1 through 18998.4. Cities, counties, and special districts are responsible for implementing these Regulations in their communities starting January 1, 2022.

1.2 The City of South Pasadena is hereinafter referred to as "Jurisdiction." Jurisdiction is required to comply with the Regulations.

1.3 Jurisdiction is or expects to be facing continuing violations of the Regulations commencing during the 2022 calendar year, which could result in significant administrative civil penalties under the Regulations.

1.4 Senate Bill 619 (Laird, Chapter 508, Statutes of 2021), through amendments to section 42652.5 of the Public Resources Code (PRC), created a mechanism called

a Notification of Intent to Comply through which a local jurisdiction may secure administrative civil penalty relief from any continuing violations of the Regulations for the 2022 calendar year and may be eligible for a broader and longer-term regulatory compliance path, including suspended administrative civil penalties, through a Corrective Action Plan.

1.5 Under PRC section 42652.5(e), the Notification of Intent to Comply must include a description of proposed actions to remedy the violations, as well as a proposed schedule for those actions, that the Jurisdiction commits to undertake to remedy the violations.

1.6 The Notification of Intent to Comply is hereinafter referred to as “Notification.”

1.7 For violations taking more than 180 days to correct, PRC section 42652.2 allows CalRecycle to determine, in its sole discretion, that violations identified in a Notification may be addressed through a Corrective Action Plan issued pursuant to 14 CCR section 18996.2.

1.8 The Corrective Action Plan is hereinafter referred to as "CAP.”

1.9 For violations disclosed in the Notification approved by CalRecycle as meeting the requirements of PRC section 42652.5(e), CalRecycle shall waive administrative civil penalties during the 2022 calendar year if the Jurisdiction implements the proposed actions according to the approved Notification’s schedule of actions and, as applicable, approved CAP schedule of actions.

1.10 For violations disclosed in the Notification that commence during the 2022 calendar year and continue into the 2023 calendar year, administrative civil penalties may begin accruing as of January 1, 2023. SB 619 provides administrative civil penalties accruing on and after January 1, 2023, shall be waived upon complete compliance with an approved CAP schedule of action.

DETERMINATION OF VIOLATIONS

2. As authorized by PRC section 42652.5(c), the Jurisdiction notified CalRecycle of its ongoing or anticipated violations of the Regulations and the PRC through a Notification submitted March 1, 2022.

2.1 CalRecycle reviewed the Jurisdiction's Notification, its description of the Jurisdiction’s disclosed violations of the Regulations, and proposed actions and schedule for those actions to remedy those violations for compliance with PRC section 42652.5(e). CalRecycle approved the Notification’s proposed actions and schedule of actions, as modified by this CAP.

2.2 The Jurisdiction's Notification identified the following violations of the Regulations as follows:

2.2.1 The Jurisdiction is and has been in violation of 14 CCR section 18984.2 in that since January 1, 2022, the Jurisdiction has not provided two-container organic waste collection service to all residential and commercial generators and/or has not included food scrap collection service in the two-container collection system provided to all residential and commercial generators.

2.2.2 The Jurisdiction is and has been in violation of 14 CCR section 18984.7 in that since January 1, 2022, the Jurisdiction has not distributed new containers meeting the container color requirements.

2.2.3 The Jurisdiction is and has been in violation of 14 CCR section 18984.8 in that since January 1, 2022, the Jurisdiction has not distributed new containers with proper container labeling.

2.2.4 The Jurisdiction is and has been in violation of 14 CCR section 18984.11 in that since January 1, 2022, the Jurisdiction has not verified each waived generator is eligible for a waiver.

2.2.5 The Jurisdiction is and has been in violation of 14 CCR section 18985.1 in that since February 1, 2022, the Jurisdiction has not provided education and outreach to organic waste generators that are provided an organic waste collection service, including self-haulers, or the information provided did not comply with the requirements.

2.2.6 The Jurisdiction is and has been in violation of 14 CCR section 18985.1 in that since February 1, 2022, the Jurisdiction has not translated educational materials into any non-English language spoken by a substantial number of the public provided organic waste collection services by the Jurisdiction.

2.2.7 The Jurisdiction is and has been in violation of 14 CCR section 18993.1 in that since January 1, 2022, the Jurisdiction has not procured recovered organic waste products to meet or exceed its current annual recovered organic waste product procurement target.

2.2.8 The Jurisdiction is and has been in violation of 14 CCR section 18993.2 in that since January 1, 2022, the Jurisdiction has not included all documents supporting its compliance with Article 12 of the Regulations in the implementation record required by section 18995.2.

2.2.9 The Jurisdiction is and has been in violation of 14 CCR section 18993.3 in that since January 1, 2022, the Jurisdiction has not procured paper products, and printing and writing paper, consistent with the requirements of sections 22150-22154 of the Public Contract Code.

2.2.10 The Jurisdiction is and has been in violation of 14 CCR section 18993.3 in that since January 1, 2022, the Jurisdiction has not required all businesses from whom it purchases paper products and printing and writing paper to comply with the requirements of that section.

2.2.11 The Jurisdiction is and has been in violation of 14 CCR section 18993.4 in that since January 1, 2022, the Jurisdiction has not included all documents supporting its compliance with Article 12 of the Regulations in the implementation record required by section 18995.2.

2.3 CalRecycle accepted the Jurisdiction's self-reported Notification and characterization of its violations therein. CalRecycle has not undertaken a compliance review of Jurisdiction, and thus CalRecycle's approval of the Notification or this CAP should not be taken as an indication that Jurisdiction is in full compliance with Regulations in other respects. CalRecycle will be undertaking a compliance review of all jurisdictions in the future.

SCHEDULE FOR COMPLIANCE

3. Based on the foregoing DETERMINATION OF VIOLATIONS, CalRecycle finds that:
   a. The Jurisdiction worked with CalRecycle to develop this CAP, which includes schedule of actions necessary for the Jurisdiction to achieve address the violations disclosed in the Notification and described in Section 2 (Determination of Violations) above.
   b. CalRecycle hereby approves and issues this CAP pursuant to PRC section 42652.5(c)-(e) and Title 14 CCR section 18996.2.
   c. The Jurisdiction will fully implement the programs identified in this CAP by the dates provided in the Section 3.2 below.
   d. CalRecycle will monitor the Jurisdiction's continued implementation of the programs identified in the CAP from March 29, 2023 through March 1, 2024 ("the oversight period") to assure implementation is complete and timely. The oversight period may be extended at the discretion of CalRecycle if any extensions to the Schedule are granted as described below in Sections 4.4 and 4.5.
   e. During the oversight period, the Jurisdiction will submit status reports to CalRecycle and attend status meetings with CalRecycle to demonstrate the ongoing progress the Jurisdiction is making on remedying the violations described above.
   f. During the oversight period, the Jurisdiction will provide bimonthly status reports to CalRecycle:

      Report Cycle
      Report 1: May 31, 2023, covering March 1, 2023 – April 30, 2023
      Report 3: July 31, 2023, covering May 1, 2023 – June 30, 2023
      Report 4: September 30, 2023, covering July 1, 2023 – August 31, 2023
      Report 5: November 30, 2023, covering September 1, 2023 – October 31, 2023
      Report 6: January 31, 2024, covering November 1, 2023 – December 31, 2023

g. The status reports are to be used to document the status and work completed for each of the identified tasks in the CAP. For each task in the CAP, the Jurisdiction will explain the status of the task, specifying what actions have been taken to complete the task.
h. If the work has been delayed or has not been completed, the Jurisdiction will explain the reason(s) for the delay/incompletion. The Jurisdiction will also attach any previously submitted extension requests made pursuant to section 4.4 of this CAP and any extensions granted pursuant to section 4.5 of this CAP, using additional sheets as necessary for the report. CalRecycle may consider the explanation in deciding whether to allow the Jurisdiction to continue to operate under the Notification and CAP or to revoke approval of the Notification and CAP pursuant to PRC section 42652.5(d).
i. During the oversight period, the Jurisdiction will meet with CalRecycle telephonically or via other remote electronic means (such as Teams or Zoom) bimonthly to provide interim progress updates on the following schedule:

   Meeting Cycle
   Meeting 1: During April 2023
   Meeting 2: During June 2023
   Meeting 3: During August 2023
   Meeting 4: During October 2023
   Meeting 5: During December 2023
   Meeting 6: During February 2024

j. The status meetings are to be used to discuss the most recent status report and to discuss interim progress made by the Jurisdiction on each of the identified tasks in the CAP.
k. Prior to the close of the oversight period, CalRecycle may undertake a compliance review or field visit to supplement other status reporting.
l. At any time prior to the conclusion of the oversight period, if CalRecycle determines the Jurisdiction has failed to implement the programs identified in the Notification and CAP, has failed to participate in status reporting during the oversight period, has substantially misrepresented its progress in status reporting, or has substantially failed to make interim progress on Tasks set out in Section 3.2 for four consecutive reporting periods, CalRecycle may immediately issue a notice revoking its approval of the Notification and CAP and indicating its intent to impose penalties as provided in PRC section 42652.5. Title 14 CCR sections 18997.3, 18997.5, and 18997.6 and PRC section 42652.5 governs the process and considerations CalRecycle will utilize in calculating and assessing administrative civil penalties against the Jurisdiction, which may be up to $10,000 per day per violation.

3.1 Based on the foregoing DETERMINATION OF VIOLATIONS, it is hereby ordered that the Jurisdiction will implement the actions described below in accordance with

the compliance deadlines contained in the schedule of actions to remedy violations as set forth in Section 3.2 below.

3.2 Schedule and Program of Actions

Section 18984.2 Two-Container Organic Waste Collection Services
The Jurisdiction will provide two-container collection service to all residential and commercial generators.

Task #	Description	Target Completion Date
TASK 1	The Jurisdiction will amend its franchise agreement with its organic waste collection service provider.	3/1/2024
TASK 2	The Jurisdiction will provide two-container waste collection service to all residential and commercial customers that are not subject to an exemption or waiver from such service under 14 CCR sections 18984.11, 18984.12, or other provision of the Regulations, or are not an authorized self-hauler subject to the Jurisdiction's ordinance requiring compliance with the requirements of section 18988.3. In implementing this container system, the Jurisdiction will ensure materials are sorted into the containers properly by generators.	3/1/2024

Section 18984.7 Container Color Requirements
The Jurisdiction will distribute new containers meeting the container color requirements.

Task #	Description	Target Completion Date
TASK 3	The Jurisdiction will identify compliant containers and funding to purchase the containers.	3/1/2024
TASK 4	Since new containers need to be purchased, the Jurisdiction will require and verify the hauler will provide containers for collection services to generators that comply with the container color requirements specified in Article 3 of the Regulations.	3/1/2024
Task 5	The Jurisdiction will deploy containers to all residential and commercial generators.	3/1/2024

Section 18984.8 Container Labeling Requirements
The Jurisdiction will distribute new containers with proper container labeling.

Task #	Description	Target Completion Date

TASK 6	The Jurisdiction will develop labeling or use model labeling provided by CalRecycle for use on containers. 1. Labels on containers must include language or graphic images or both indicating the primary materials accepted and the primary materials prohibited in that container, OR 2. Containers must include imprinted text or graphic images indicating the primary materials accepted and the primary materials prohibited in that container.	3/1/2024
TASK 7	The Jurisdiction will require and verify the hauler will label each new container or lid provided to generators. • Labels will be consistent with the applicable container collection requirements specifying what materials are allowed to be placed in each container.	3/1/2024

Section 18984.11 Waivers
The Jurisdiction will verify each waived generator is eligible for a waiver.

Task #	Description	Target Completion Date
TASK 8	The Jurisdiction will update requirements for waiver eligibility.	9/1/2023
TASK 9	The Jurisdiction will establish a procedure for verifying eligibility for waivers and granting waivers.	1/1/2024
TASK 10	The Jurisdiction will grant waivers and begin recordkeeping.	3/1/2024

Section 18985.1 Organic Waste Recovery Education and Outreach
The Jurisdiction will provide organic waste recovery education and outreach to residential and commercial generators.

Task #	Description	Target Completion Date
TASK 11	The Jurisdiction will contract with a designee to implement education and outreach requirements.	3/1/2024
TASK 12	The Jurisdiction will provide organic waste recovery education and outreach to residential and commercial generators. • Information on the organic waste generator's requirements to properly separate materials in appropriate containers pursuant to Chapter 12 of the Regulations.	3/1/2024

	• Information on methods for: the prevention of organic waste generation, recycling organic waste on-site, sending organic waste to community composting, and any other local requirements regarding organic waste. • Information regarding the methane reduction benefits of reducing the landfill disposal of organic waste, and the methods of organic waste recovery the organic waste collection service uses. • Information regarding how to recover organic waste and a list of approved haulers. • Information related to the public health and safety and environmental impacts associated with the landfill disposal of organic waste. • Information regarding programs for the donation of edible food. • If a jurisdiction allows generators subject to its authority to self-haul organic waste pursuant to Section 18988.1, information regarding self-hauling requirements will be included in education and outreach material.	
TASK 13	The Jurisdiction will post the education information on its website and update as needed. The information will be specific to the Jurisdiction's residential and commercial programs, provide compliance options, contact information for the franchise hauler, edible food recovery programs.	3/1/2024
TASK 14	The Jurisdiction will require and verify the hauler will post and maintain organic waste recovery information and edible food donation program information on its website.	3/1/2024
TASK 15	The Jurisdiction will send letters to covered residential and commercial generators providing organic waste recovery information.	3/1/2024
TASK 16	The Jurisdiction will mail a program flyer/brochure/letter to all residential and commercial generators to provide education on organics and explain the Jurisdiction’s program including types of organic materials accepted and the franchise hauler’s contact information.	3/1/2024
TASK 17	The Jurisdiction will conduct community meetings with residential generators.	3/1/2024
TASK 18	The Jurisdiction will host workshops with commercial generators, targeting the following organizations: Homeowner Associations and Chamber of Commerce.	3/1/2024

TASK 19	The Jurisdiction will provide outreach and education to organic waste generators that are provided organic waste collection services or self-haul within the Jurisdiction, that are not subject to an exemption or waiver from such service under 14 CCR sections 18984.11 and 18984.12 (a) and (c). (Note: A jurisdiction may still have a separate obligation under the Mandatory Commercial Recycling (MCR) and Mandatory Organics Recycling (MORe) laws—Public Resources Code (PRC) Sections 42649.3 (d) and 42649.82 (d)(1)(C)—that is separate and independent of SB 1383, the SB 1383 Regulations, and this plan.)	3/1/2024

The Jurisdiction will translate educational materials into any non-English language spoken by a substantial number of the public with organic waste collection services provided by the Jurisdiction.

Task #	Description	Target Completion Date
TASK 20	The Jurisdiction will identify the non-English languages spoken by a substantial number of the public.	3/1/2024
TASK 21	The Jurisdiction/its designee will translate the following educational materials: website, flyers, and letters.	3/1/2024
TASK 22	The Jurisdiction will post the translated educational materials.	3/1/2024

Section 18993.1 Recovered Organic Waste Product Procurement Target

The Jurisdiction will procure organic waste products to meet its procurement target.

Task #	Description	Target Completion Date
TASK 23	The Jurisdiction will annually procure a quantity of recovered organic waste products that meets or exceeds its current annual recovered organic waste product procurement target by one or both of the following: • Directly procuring recovered organic waste products for use or giveaway. • Requiring, through a written contract or agreement, that a direct service provider to the Jurisdiction procure recovered organic waste products and provide written documentation of such procurement to the Jurisdiction.	12/31/2023
TASK 24	The Jurisdiction will identify additional procurement opportunities within its departments and divisions for expanding the use of recovered organic waste products.	12/31/2023

TASK 25	The Jurisdiction will meet regulatory procurement targets established by CalRecycle pursuant to 14 CCR section 18993.1; enforcement of this provision by CalRecycle will be consistent with the legislative directives in PRC section 42652.5 (a)(5)(B) and 42652.6, as amended in AB 1985 (R. Rivas, Chapter 344, Statutes of 2022).	12/31/2023

Section 18993.2 Recordkeeping Requirements for Recovered Organic Waste Procurement Target

The Jurisdiction will establish recordkeeping related to recovered organic waste procurement.

Task #	Description	Target Completion Date
TASK 26	The Jurisdiction will include all documents supporting compliance with Article 12 of the Regulations in the implementation record including, but not limited to, the following: • A description of how the Jurisdiction will comply with the requirements of Article 12 of the Regulations. • The name, physical location, and contact information of each entity, operation, or facility from whom the recovered organic waste products were procured, and a general description of how the product was used, and if applicable, where the product was applied. • All invoices or similar records evidencing all procurement. • If including procurement of recovered organic waste products made by a direct service provider to comply with the procurement requirements of section 18993.1(a), the Jurisdiction will include all records of procurement of recovered organic waste products made by the direct service provider on behalf of the Jurisdiction including invoices or similar records evidencing procurement. • If a jurisdiction will include renewable gas procured from a POTW for any of the uses identified in section 18993.1(f)(2) to comply with the procurement mandate of Section 18993.1(a), a written certification by an authorized representative of the POTW, under penalty of perjury in a form and manner determined by the Jurisdiction, attesting to the following for the applicable procurement compliance year: • (A) That the POTW was in compliance with the exclusion in Section 17896.6(a)(1); • (B) The total tons of organic waste received from the types of solid waste facilities listed in Section 18993.1(h)(1); and • (C) The percentage of biosolids that the POTW produced and transported to activities that constitute landfill disposal. • If a jurisdiction will include electricity procured from a biomass conversion facility to comply with the procurement mandate of	3/1/2024

	Section 18993.1(a), a written certification by an authorized representative of the biomass conversion facility certifying that biomass feedstock was received from a permitted solid waste facility identified in 18993.1(i) will be provided to the Jurisdiction. The certification will be furnished under penalty of perjury in a form and manner determined by the Jurisdiction. • If the Jurisdiction is implementing the procurement requirements of Section 18993.1 through an adjusted recovered organic waste product procurement target pursuant to Section 18993.1(j), the Jurisdiction will include records evidencing the 6 total amount of transportation fuel, electricity, and gas for heating applications procured during the calendar year prior to the applicable reporting period. • For jurisdictions complying with the requirements of Section 18993.1, through the procurement of mulch, a copy of the ordinance or similarly enforceable mechanism the Jurisdiction has adopted requiring that mulch procured by the Jurisdiction, or a direct service provider meets the land application standards specified in Section 18993.1.	

Section 18993.3 Recycled Content Paper Procurement Requirements
The Jurisdiction will procure paper products, and printing and writing paper, consistent with the Requirements.

Task #	Description	Target Completion Date
TASK 27	The Jurisdiction will research and identify vendors with paper products meeting the requirements of sections 22150-22154 of the Public Contract Code and ensure paper products and printing and writing paper is eligible to be labeled with an unqualified recyclable label as defined in Code of Federal Regulations (CFR) Section 260.12.	3/1/2024
TASK 28	The Jurisdiction will procure paper products and printing and writing paper meeting the Requirements.	3/1/2024
TASK 29	The Jurisdiction will require all businesses from whom the Jurisdiction purchases paper products and printing and writing paper to certify in writing: • The minimum percentage, if not the exact percentage, of postconsumer material in the paper products and printing and writing paper offered or sold to the Jurisdiction. o The Jurisdiction may waive the certification requirement if the percentage of postconsumer material in the paper products, printing and writing paper, or both can be	3/1/2024

	verified by a product label, catalog, invoice, or a manufacturer or vendor Internet website. That the paper products and printing and writing paper offered or sold to the Jurisdiction is eligible to be labeled with an unqualified recyclable label as defined in 16 CFR Section 260.12.	

Section 18993.4 Recordkeeping Requirements for Recycled Content Paper Procurement

The Jurisdiction will establish recordkeeping related to recycled content paper procurement.

Task #	Description	Target Completion Date
TASK 30	The Jurisdiction will establish a system for tracking purchases for recordkeeping and reporting.	3/1/2024
TASK 31	The Jurisdiction will begin tracking and compiling documentation, including but not limited to the following: 1. Copies of invoices, receipts or other proof of purchase that describe the procurement of paper products by volume and type for all paper purchases. 2. Copies of all certifications or other verification required.	3/1/2024

COMPLIANCE REVIEW, ENFORCEMENT, AND RELEASE

4. Communications. All approvals and decisions of CalRecycle regarding notifications will be communicated to the Jurisdiction in writing by the Branch Chief, Jurisdiction and Agency Compliance and Enforcement Branch, Waste Permitting, Compliance and Mitigation Division, or the Branch Chief's designee. No formal advice, guidance, suggestions, or comments by CalRecycle regarding reports, plans, specifications, schedules, or any other writings by Jurisdiction shall be construed to relieve the Jurisdiction of the obligation to obtain such formal approvals as may be required.

4.1 Submittal. All reporting from the Jurisdiction described in section 3 (Schedule for Compliance), paragraph 3.f, shall be submitted through an online portal or compliance module developed by CalRecycle with instructions provided to Jurisdiction. All other communications from the Jurisdiction according to this CAP shall be sent in writing electronically to:

Apollo Fraidany
apollo.fraidany@calrecycle.ca.gov

4.2 Compliance Review. At the end of the oversight period or at any time deemed appropriate by CalRecycle, CalRecycle will meet with the Jurisdiction to assess the Jurisdiction's CAP implementation efforts and to determine whether or not the Jurisdiction has timely complied with all commitments in all sections of this CAP. If requested by the Jurisdiction, CalRecycle has discretion to issue notice of a hearing at any time upon its staff's recommendation that the Jurisdiction has completed the conditions of the CAP. In accordance with PRC section 42652.5, failure to implement programs and or comply with all sections of the CAP at any time may result in CalRecycle's revocation of its approval of the Notification and CAP and imposition of administrative civil penalties retroactively to the date of violation in 2022, for administrative civil penalties accruing in 2023, and for administrative civil penalties accruing during any other additional time covered by the Notification and CAP. These potentially applicable penalties are described in Section 5.0 of this CAP.

4.3 CalRecycle Review and Approval: If CalRecycle determines that any report, plan, schedule, or other document submitted for approval pursuant to this CAP fails to comply with the Notification as amended by this CAP or fails to achieve successful implementation of the Regulations, CalRecycle may:

a. Amend the CAP as appropriate to remedy the violations of the Regulations expeditiously, and/or
b. Serve a notice that CalRecycle will revoke approval of the Notification and consider the imposition of penalties in accordance with Title 14 CCR sections 18997.3, 18997.5, and 18997.6.

4.4 Extension Request and Other Task Modification Requests: If the Jurisdiction determines that it will be unable to perform any activity or submit any document within the time required under this CAP, the Jurisdiction may, as far in advance of the due date as possible, request an extension of time in writing. The extension request shall include a justification for the delay. If the Jurisdiction finds that a task required by this CAP in Section 3.1 is not feasible, despite the Jurisdiction's best and substantial efforts, the Jurisdiction may propose an alternative task that is substantially similar or equally effective to the original task, subject to the approval of CalRecycle. The modification request shall include an explanation of the infeasibility, an explanation of how the alternative task is substantially similar or equally effective, and a justification for any extension of time associated with the change.

4.5 Extension and Other Task Modification Approvals: If CalRecycle determines that good cause exists for an extension, considering the factors set out in Title 14 CCR section 18996.2(a)(2), it will grant an extension as appropriate and specify in writing a new compliance schedule. If CalRecycle determines that good cause exists for the change in task because the original task is infeasible and the alternative task is substantially similar or equally effective, it will grant an approval

and extension as appropriate and specify in writing the new task; additionally, if CalRecycle determines that good cause exists for any extension associated with the change in task, considering the factors set out in Title 14 CCR section 18996.2(a)(2), it will grant an extension as appropriate and specify in writing a new compliance schedule.

4.6 Compliance with Applicable Laws: The Jurisdiction shall carry out this CAP in compliance with all Local, State, and Federal requirements, including but not limited to requirements to obtain necessary permits.

4.7 Liability: Nothing in this CAP shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current, or future operations of the Jurisdiction, including for violations of the Regulations that were not disclosed in the Notification and any violations of the Regulations that the Jurisdiction fails to remedy notwithstanding commitments in the Notification and this CAP.

4.8 Government Liabilities: The State of California and CalRecycle shall not be liable for injuries or damages to persons or property resulting from acts or omissions in carrying out activities pursuant to this CAP, nor shall the State of California be held as a party to any contract entered into by the Jurisdiction or its agents in carrying out activities pursuant to the CAP. The Jurisdiction shall indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting in connection with the performance of this CAP.

4.9 Parties Bound: This CAP shall apply to and be binding upon the Jurisdiction and upon CalRecycle and any successor agency (regional agency, etc.) that may have responsibility for, and the authority over, the subject matter of this CAP.

PENALTY

5. Penalties, if any, shall be assessed and calculated in accordance with the provisions of PRC 42652.5 and Title 14 CCR sections 18997.3, 18997.5, and 18997.6. Penalties shall be calculated based on the factors set out in section 18997.3 and may be as much as $10,000 per day per violation for the duration of the violation(s).

5.1 Penalty Procedures. Penalty, if any, shall be imposed in accordance with the procedures and methodology set out in PRC section 42652.5 and Title 14 CCR sections 18997.3, 18997.5, and 18997.6. Regulatory violations that are considered “minor,” meaning they involve violations constituting minimal deviation from regulations, shall be subject to penalties of no less than five hundred dollars ($500) per violation and no more than four thousand dollars ($4,000) per violation per day; “moderate” violations are subject to no less than four thousand dollars ($4,000) per

violation and shall be no more than seven thousand five hundred dollars ($7,500) per violation per day; and “major” violations, are subject to penalties no less than seven thousand five hundred dollars ($7,500) per violation per day and no more than ten thousand dollars ($10,000) per violation per day. The following types of deviations are deemed to be “major” under the regulations for the purposes of assessing penalties:

a. Failure to have any ordinance or similarly enforceable mechanism for organic waste disposal reduction and edible food recovery.
b. Failure to have a provision in a contract, agreement, or other authorization that requires a hauler to comply with the requirements the Regulations.
c. Failure to have an edible food recovery program.
d. Failure to have any Implementation Record.
e. Implementation or enforcement of an ordinance, policy, procedure, condition, or initiative that is prohibited under Title 14 CCR sections 18990.1 or 18990.2.
f. Failure to submit the reports required in Title 14 CCR sections 18994.1 and 18994.2.

EFFECTIVE DATE

6. Issuance. This Corrective Action Plan is final and effective from the date of issuance.

6.1 Date of Issuance March 29, 2023

Mark de Bie, Deputy Director
Waste Permitting, Compliance and Mitigation Division
Department of Resources Recycling and Recovery

ATTACHMENT 4
Table of Athens' Proposed Options for
SB1383 Compliance

Athens SB1383 Proposals (3 Options)

All options will provide all SB1383 compliance programs for the entire city including:

1. Collection, transportation, and full processing of source separated organics
2. Quarterly contamination monitoring of organics containers (lid flipping)
3. Quarterly outreach & education (visits by Recycling Coordinators, newsletters, contamination follow-up)
4. Commercial account food recovery support (work with qualified commercial accounts to recover & distribute edible food)
5. Quarterly waste stream analysis (waste characterizations of different waste streams in the city)
6. Procurement support (assist City with requirement of procuring & using compost and reusable natural gas)
7. Data management & reporting of all SB1383 programs (City interface with Athens web based system, Cal Recycle reporting)

BYS = Backyard Service	Mixed Waste = Landfill Waste + Recyclables
HTS = Hard to Service	Organics = Green Waste + Food Scraps
RCNG = Renewable Compressed Natural Gas	Bin = Dumpster
MRF = Material Recovery Facility	Barrel = Rolling Cart
AO = American Organics (Athens' organics processing facility)	

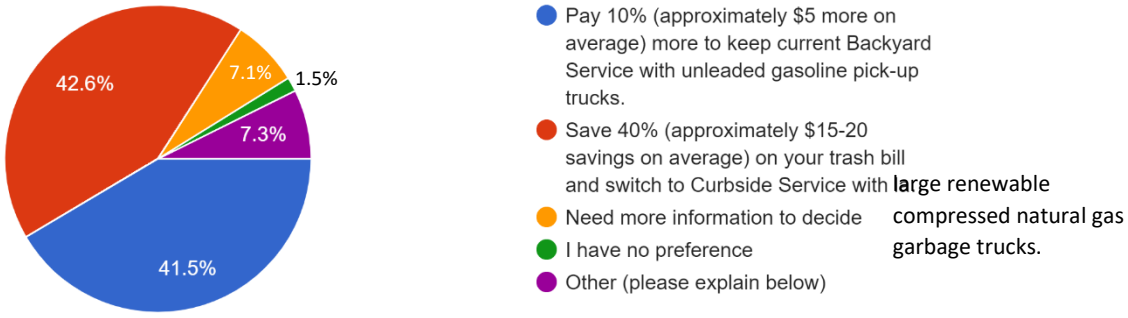
Options	Residential Rate	Hard-to-Service Areas	Residential Barrels	Commercial + Multifamily Rate	Organic Waste Rate for Bin Customers	Annual Rate Adjustment	Length of Contract Term	Fleet	Operations & Processing	Bus Stop Barrel Pick-up & City Garage Sweeping Service
(1) Leave BYS as is for all - 7 year contract	14.00% rate adjustment + annual rate adjustment	No changes	Will need to provide new residential barrels; cost not included in rate.	14.00% rate adjustment + annual rate adjustment	Athens will provide organic containers (30 gallon or 60 gallon barrel) discounted at 15% below the current "pay-as-you-throw" rates.	Regular CPI annual rate adjustment on July 1 (no changes)	7 year rolling term (no changes)	Fleet does not change: *8 unleaded gasoline pick-up trucks *2 RCNG front loader trucks (aka mother trucks)	No changes: *1 pass per resident with both mixed waste and organics being placed into same BYS truck No changes: *Mixed waste processed for recyclables at MRF *Organics are transferred at a MRF and transported to AO for organics processing into compost	No changes
(2) Leave BYS as is for all - 10 year contract	Freeze current rate of $52.53 through June 2024	No changes	Will need to provide new residential barrels; cost not included in rate.	Institute a 2-year phase in of 20% extraordinary rate adjustment: *July 1, 2023 = 10% + annual rate adjustment *July 1, 2024 = 10% + annual rate adjustment	Athens will provide organic containers (30 gallon or 60 gallon barrel) discounted at 15% below the current "pay-as-you-throw" rates.	Modify the annual rate adjustment from "CPI" to "Trash CPI + 1%" No annual rate adjustment until July 2024 for residential	Increase to 10 year rolling term Automatically renew rolling term during phase-in period (July 2023 - June 2025). Regular term renewal begins July 2025.	Fleet does not change: *8 unleaded gasoline pick-up trucks *2 RCNG front loader trucks (aka mother trucks) Provide a "pilot program" with an electric BYS truck if & as soon as the proper technology becomes available	No changes: *1 pass per resident with both mixed waste and organics being placed into same BYS truck No changes: *Mixed waste processed for recyclables at MRF *Organics are transferred at a MRF and transported to AO for organics processing into compost	No additional charge to the City (savings of over $40K per year)
(3) Change BYS to Curbside for most - 10 year contract	**Curbside:** Rate of $31.00 **BYS (HTS Areas):** Rate of $101.00 Freeze rates through June 2024	HTS Areas = must remain BYS, cannot switch to Curbside because streets are too narrow for larger vehicles and/or high quantity of barrels is not feasible for Curbside Affects approx. 700 residential accounts + 60 multifamily accounts	**Curbside:** Residents will receive 3 new 64 gallon barrels (black for trash, blue for recyclables, green for organics); cost included in rate. **BYS (HTS Areas):** Will need to provide new residential barrels; cost not included in rate.	Institute a 2-year phase in of 30% extraordinary rate adjustment: *July 1, 2023 = 15% + annual rate adjustment *July 1, 2024 = 15% + annual rate adjustment	Athens will provide organic containers (30 gallon or 60 gallon barrel) discounted at 15% below the current "pay-as-you-throw" rates.	Modify the annual rate adjustment from "CPI" to "Trash CPI + 1%" No annual rate adjustment until July 2024 for residential	Increase to 10 year rolling term Automatically renew rolling term during phase-in period (July 2023 - June 2025). Regular term renewal begins July 2025.	**Curbside fleet:** *3 RCNG side loader trucks **BYS (HTS Areas) fleet:** *2 unleaded gasoline pick-up trucks *1 RCNG front loader truck (aka mother truck)	**Curbside:** *Change from 1 pass with BYS truck to 3 passes with side loader trucks (1 pass for each waste stream: trash, recyclables, organics) **BYS (HTS Areas):** *Change from the current 1-pass BYS collection (collecting mixed waste + organics with 1 BYS truck trip) to 2-pass BYS collection (collecting trash, recyclables, organics with 2 BYS truck trips) *Trash is transferred at a MRF and transported to a landfill for disposal *Recyclables are processed at a MRF *Organics are transferred at a MRF and transported to AO for organics processing into compost	No additional charge to the City (savings of over $40K per year)

ATTACHMENT 5
Community Outreach Survey Results

Waste Collection Survey Results

465 responses

1. Currently, the City of South Pasadena utilizes Backyard Service for residential waste collection, where an unleaded gasoline pick-up truck goes up your driveway and collects your waste containers from your backyard or similar location. Other cities utilize Curbside Service, where residents wheel their barrels out to their curb to be collected by a large renewable compressed natural gas (RCNG) garbage truck. Which waste collection service would you prefer?

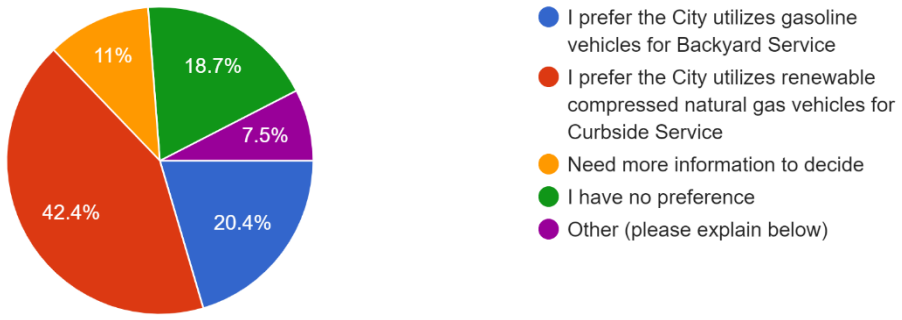


Other responses (summarized):

- Curbside causes a lot of arguments between neighbors. City of LA has a trash can court to deal with these conflicts.
- Busy, narrow residential streets like Meridian Avenue, with speeding traffic will increase road rage as the trucks are blocking the streets.
- Curbside service uses fewer cans, but they are all out in the street for several days.
- Trashcans at the curb are unsightly and take away parking space.
- Large trucks damage our neighborhood streets and trash spews out from the dumping onto the streets.
- The open bed trucks drive through the streets and trash blows out of the back and litters streets throughout South Pasadena.
- Use small zero emission electric motor trucks instead of gasoline or natural gas.
- Not possible to do curbside in narrow streets in the hills. What about streets with low hanging trees?
- Elderly and disabled cannot haul bins to the curb and back. Residents living in ADUs and long driveways cannot haul bins to the curb and back.
- Request more information on 'renewable compressed natural gas (RCNG), who supplies containers, street parking restrictions, etc. Need more information to choose.

- What do people do who have schools on their block? We already have problem of noise pollution from large trash trucks at schools at 7AM
- We have a wide driveway (enough to fit 2 small cars) but only keep one in driveway. Athens refuses to pick up from our driveway because there is 1 car in the driveway. They are asking us to bring bins to the curb. We are well and able to do that but it's not ok to pay for a premium service and not get that (more than double what we were paying in LA)
- My garbage cans are located in the alley. How would this impact my service?

2. Do you have a preference whether the City utilizes gasoline vehicles for Backyard Service versus renewable compressed natural gas vehicles for Curbside Service?



Other responses (summarized):

- Prefer biofuel or full on hybrid/electric. Natural gas only sounds environmentally conscious while in fact is not a sustainable alternative.
- Is there a net climate change difference between the two? Both emit greenhouse gases. If no climate change difference, prefer to pay more for convenience.
- Prefer electric vehicles be used for either backyard or curbside service.
- Have the gasoline vehicles for backyard service converted to all electric.
- Keep backyard service and use renewable energy/update to natural gas.
- Prefer electric. If electric is not possible, CNG is better than gas.
- This is important but shouldn't be the sole determination.
- Prefer whichever is least expensive.
- Request more information on 'renewable compressed natural gas (RCNG) such as where the renewable compressed natural gas supply comes from. What is the source of the renewable natural gas (landfill, livestock, wastewater treatment, etc)?

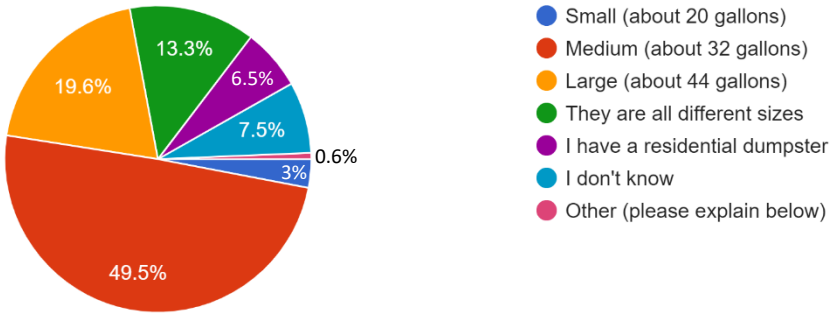
3. Do you currently move your trash containers on trash day?



Other responses (summarized):

- They are in an accessible place on the side of my driveway, where I don't need to move them or our cars for pickup.
- Trashcans live in a space on the alley, where they are picked up. I don't move them, but they are accessible anyhow.
- Cans are stored at the top of a long driveway. It would be very hard to move them to the street, plus there is no room in the street for them to stage. It's a cul-de-sac with numerous driveways.
- Trash containers are housed in an enclosure, specially built to keep them from being an eyesore. Athens picks them up from the enclosure.
- I move them 3 feet so that gate doesn't need to be opened.
- Everyone on our block drags trash bins to driveway between house and sidewalk
- Extra containers moved occasionally.
- I have a residential dumpster that Athens moves for me.
- Sometimes they are moved, sometimes not.
- Containers are moved to avoid damage and mess caused by Athens.

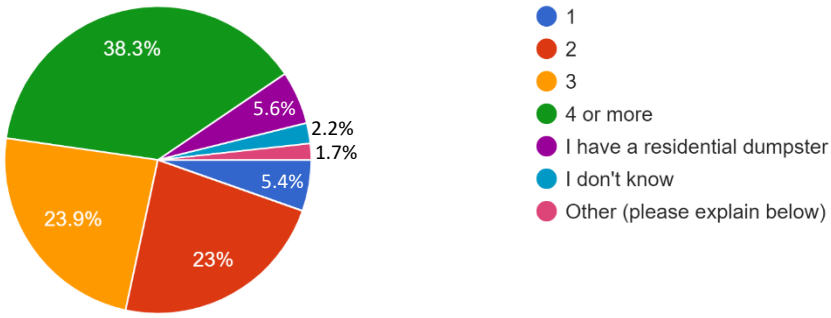
4. How large are your current trash containers?



Other responses (summarized):

- Residents have different size containers for different waste (ex: large for yard waste, medium for landfill).

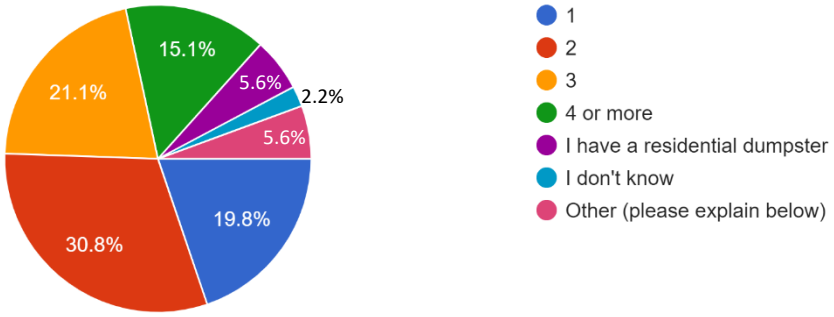
5. How many containers do you currently have for mixed waste (trash and recyclables)?



Other responses (summarized):

- Varies weekly depending on how much waste there is.
- Don't always use all the containers.
- Some containers are shared with neighbors.

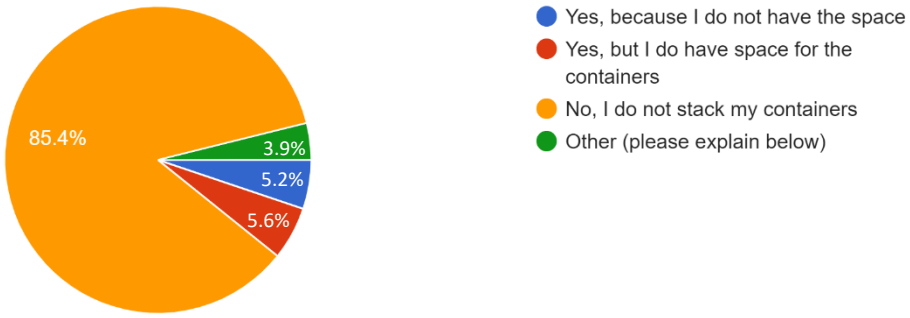
6. How many containers do you currently have for yard waste (tree trimmings and now, organic waste)?



Other responses (summarized):

- Varies weekly depending on how much waste there is.
- I don't have designated cans. Use as many as I need depending on the week.
- Zero. Don't separate yard waste because it is so minimal.
- Don't always use all the containers.
- Some containers are shared with neighbors.

7. Do you stack your containers when not in use?



Other responses (summarized):

- Sometimes yes, sometimes no.
- I have a dumpster.
- The containers have wheels and are not stackable.

8. Do you have any other comments or concerns regarding your current Backyard Waste Collection service that you would like to share?

Pro Curbside Comments (summarized)

- The amount of trash on the street on trash day that inevitably results from BYS. It (and especially plastic bags) flies out of the small trucks used to provide BYS.
- They park the huge truck in one place all day, spewing noise and exhaust into our homes. It is a terrible waste of gas to have all these little trucks everywhere.
- Backyard service is expensive and not used since residents move their containers anyway.
- Prefer curbside service because it is more environmentally friendly and less intrusive.
- With larger bins and curbside pickup, I would cancel my residential 1.5 yard dumpster. The bins for backyard service are too small. We need larger bins and curbside service.
- Backyard service is already too expensive.

Pro Backyard Comments (summarized)

- There is no sidewalk or curb space in some areas. Steep driveways and elderly - curbside will not work for everyone.
- It would be a blight to have cans lingering out on the streets all of the time and will inevitably lead to conflicts between neighbors.
- Backyard service keeps South Pasadena beautiful and more peaceful between neighbors.
- Containers on the street will cause parking issues and traffic.
- The small trucks are much less intrusive and don't spill trash all over our streets like the big automatic ones do.
- BYS trucks are quieter.
- Backyard collection keeps coyotes away.
- Please keep backyard waste collection. I would pay anything to keep that service regardless of vehicles used.
- Keep backyard service, but make it environmentally friendly.
- Curbside would cause people to rummage through the trash when it is on the curb.

General Comments (summarized)

- Drivers complain that trashcans are too heavy and do not pick up the trash.
- More education is requested for sorting waste.
- Many complaints about trash service in general including not picking up “overweight” containers, tossing containers and damaging them, trash being left behind, trash flying off the trucks, drivers not actually going in the backyard to pick up trash, damage property (walls, sprinklers, etc.), etc. No uniformity – every driver does things differently. However, there were a few compliments on service as well.

- Concerns that recyclables do not get recycled and that food waste is not composted.
- Who will provide the new trash containers? This information is important in deciding which option is better.
- Supportive of a 3-container system.
- Concern over only two options. Would prefer backyard, but with electric or renewable fuel.
- This should be discussed more fully with residents and with more information. Will there be an open meeting on this so we can ask questions at such a meeting?
- There should be recycling options in all apartment complexes.
- If switching to curbside, there should be even greater savings.
- What are the comparative environmental effects of the two types of vehicles for South Pasadena specifically?
- Are the comparative prices fixed, or is that 40% savings actually just a loss-leader that will evaporate over time?

Food Waste Comments (summarized)

- Claims that Athens puts everything together in their trucks anyway.
- Need method of separating green waste for those who have a residential dumpster or live in apartment buildings.
- Allow use of compostable bags for organic waste to help with the smell.
- Organic waste separation is inconvenient to a point of not wanting to comply.
- I would pay extra if the city, or Athens, provided me with an organic waste container.
- I'm concerned about rodents and the spread of disease as well and foul smell from composting food waste in the yard waste bin.

City Council Agenda Report

ITEM NO. 23

DATE: December 18, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: H. Ted Gerber, Director of Public Works

SUBJECT: **CONSIDERATION OF AN AWARD OF A CONSTRUCTION CONTRACT WITH CT&T CONCRETE PAVING, INC. IN AN AMOUNT NOT TO EXCEED $525,000 FOR THE SIDEWALK REPLACEMENT & ADA RAMPS PROJECT; APPROPRIATE $50,822 OF ADDITIONAL CDBG FUNDS TO MAXIMIZE UTILIZATION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT; APPROPRIATE $45,000 FROM MEASURE M FOR THE CITY'S LEVERAGED MATCH; AND APPROVE THE PLANS AND SPECIFICATIONS FOR THE PROJECT**

Recommendation

It is recommended that the City Council consider:

1. Approving the plans and specifications for the Sidewalk Replacement & American Disability Act (ADA) Ramps Project (Project); and
2. Adjusting the Project budget as necessary to maximize the use of $564,663 in available Community Development Block Grant (CDBG) funds, including appropriation of $50,822 of additional CDBG funds to the Fiscal Year (FY) 2024-2025 Council adopted Capital Improvement Program (CIP) Project budget of $513,841; and
3. Approving the appropriation of $45,000 from Los Angeles County Metro Measure M Local Return Fund 236 to CIP Project Account No. 400-9000-9008-9264-000, as the City's leveraged (matching) funds;
4. Awarding a construction contract to CT&T Concrete Paving, Inc. for construction services for sidewalk and ramp improvements in an amount not to exceed $525,000.00, including the proposed bid amount of $312,065.50 and a contingency of $212,934.50; and
5. Reject all other bids received; and
6. Authorize the City Manager to execute the contract.

Executive Summary

The City's Fiscal Year (FY) 2024-2025 Capital Improvement Program (CIP) includes the construction of sidewalks & ADA ramps along Meridian Avenue. This item proposes the approval of a construction contract to initiate construction of the sidewalk & ADA ramps, among other actions related to the Project.

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 and sidewalk

infrastructure. The award of a contract (Attachment 1) to a construction vendor for sidewalk and ramp improvements is subject to approval 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 sidewalk and curb ramp improvement contractors through a Notice Inviting Bids posted on the PlanetBids website on November 7th, 2024. 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 November 8th, 2024. The advertisement included the project plans, specifications with engineer's estimate, and other contract documents. Two-hundred-and-forty-five (245) firms were notified of the proposal opportunity through PlanetBids, in addition to the notification that occurred from the other project bid sites. Twenty-six (26) prospective bidders expressed interest in participating, and six (6) prospective bidders submitted proposals during the bid period.

The Project work consists of sawcut, removal and disposal of existing concrete, asphalt and miscellaneous improvements, and construction of new concrete curb ramps, curbs, curbs and gutters, cross gutters, sidewalks and local depressions, new full depth dense graded concrete and asphalt roadway and slot paving, utility adjustments and/or relocations, thermoplastic traffic striping, markings, legends & raised pavement markers, traffic & pedestrian control, construction staking, monument preservation and restoration, stormwater compliance and all appurtenant work thereto necessary for the proper construction of the sidewalk and ramp improvements. Proposals were received through December 5th, 2024 from the following six (6) firms:

Bidder No.	Bidder	Bid Amount
1	CT&T Concrete Paving Inc.	$312,065.50
2	Addison-Miller, Inc.	$379,650.00
3	CJ Concrete Construction, Inc.	$394,000.00
4	Kalban, Inc.	$415,000.00
5	Toro Enterprises, Inc.	$448,100.00
6	Gentry General Engineering, Inc.	$592,100.00

South Pasadena Municipal Code (SPMC) Chapter 2 Administration, Article XI describes the City's purchasing rules. Specifically, SPMC Section 2.99-39 defines the purchasing procedure to award a Public Works Contract to the lowest responsible bidder. Contracts resulting from competitive bidding are awarded based on the lowest responsible bidder who submitted a bid that was responsive to the solicitation request. A bid is considered to be responsive if it

conforms in all material respects to the solicitation requirements, and a bidder is considered to be responsible if they possess the demonstrated ability, capacity, experience and skill to provide the goods and/or services required by the solicitation.

Bidder No. 1 (see above table), CT&T Concrete Paving, Inc., is located in Diamond Bar, and its proposed bid of $312,065.50 is the lowest responsive bid of the received bid proposals. The company has recent sidewalk improvement contracts and is appropriately licensed and qualified to perform the work.

The City's engineer team reviewed the design plans and specifications for the Sidewalk Replacement & ADA Ramps 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 and included as an attachment to this item (Attachments 2 & 3).

Fiscal Impact

Funding for this project has been adopted in the FY 2024-2025 Budget under the Streets ADA Sidewalk Repairs Project, with $513,841 appropriated to CIP Account No. 400-9000-9008-9264-000. This account consists of a $513,841 transfer from the Fund 260 Community Development Block Grant (CDBG). This value was an estimate of the available CDBG funds that were expected to be contributed by the Los Angeles County Development Authority (LACDA) on behalf of the U.S. Department of Housing and Urban Development (HUD). The City receives approximately $100,000 per year in CDBG funds that are typically planned for use towards sidewalk and ADA improvements. The City had not completed a CDBG sidewalk and ramp improvement project since prior to 2020, and therefore, in 2023, City staff worked with LACDA to consolidate past fiscal year grant funding into a single large project in order to utilize the City's allocated funding and not lose access to the funding.

As the Project is federally funded, there are numerous special requirements associated with the Project that both City staff and the Contractor need to follow - which are outlined in the attached Contract Documents. In the event that the lowest responsible bidder's bid was lower than the available funding amount, City staff planned to utilize the submitted bid line-items as a basis to potentially award alternative and additional sidewalk and/or ramp improvement work in other locations in the City. Therefore, staff are recommending awarding a contract value of $525,000 to the lowest responsible bidder. This will more efficiently utilize the grant funding to the greatest extent possible. The $564,663 CDBG grant requires $35,000 in leveraged matching funds from the City. Staff are recommending the appropriation of eligible Measure M Local Return funding for this match, totaling $45,000. This amount includes the $35,000 matching funds and a $10,000 contingency. Additionally, staff proposes an appropriation of $50,822 from CDBG funds.

Key Performance Indicators and Strategic Plan

This item is related to the street and sidewalk construction Strategic Plan goal.

Commission Review and Recommendation

The Sidewalk Replacement & ADA Ramps Project has been discussed at multiple meetings of the Mobility and Infrastructure Transportation Commission and the Public Works Commission throughout the development of the Project.

Public Notification
The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website.

Environmental Analysis
Replacement of existing sidewalks and installation of ADA compliant curb ramps is a negligible expansion, and is therefore 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."

Attachment:
Attachment 1- Contract Agreement
Attachment 2- Project Plans
Attachment 3- Project Specifications

CONTRACT AGREEMENT

FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT
(CDBG) PROJECT NO. 2020-03 (002003)
IN THE CITY OF SOUTH PASADENA, CALIFORNIA

THIS AGREEMENT ("AGREEMENT") is made and entered into for the above-stated project this 18th day of December, 2024 *(Council Action Date)*, BY AND BETWEEN the City of South Pasadena, a municipal corporation, hereafter designated as "AGENCY", and CT&T Concrete Paving, Inc. a corporation in the State of California, hereafter designated as "CONTRACTOR."

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

1) **Project Name:** FY20-FY24 Sidewalk Replacement & ADA Ramps Project (CDBG) Project No. 2020-03 (002003)

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 sawcut, removal and disposal of existing PCC, AC and miscellaneous improvements, and construction of new PCC curb ramps, curbs, curbs and gutters, cross gutters, sidewalks and local depressions, new full depth dense graded asphalt con AC roadway and slot paving, utility adjustments and/or relocations, thermoplastic traffic striping, markings, legends & raised pavement markers (RPM's), traffic & pedestrian control, construction staking, monument preservation and restoration, NPDES compliance and all appurtenant work thereto necessary for the proper construction of the contemplated improvements on Meridian Avenue, from Maple Street to Lyndon Street, in accordance to Plans and Specification entitled as FY20-FY24 Sidewalk Replacement & ADA Ramps Project (CDBG) Project No. 2020-03 (002003).
The limits of work include:
Meridian Avenue (Maple Street to Lyndon Street)

3) **Contract Documents:** The complete contract and agreement ("AGREEMENT") consists of this Contract Agreement, including all attachments hereto, and:

- Approved Plans and Specifications for FY20-FY24 Sidewalk Replacement & ADA Ramps Project (CDBG) Project No. 2020-03 (002003)
- 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, Addendums, and Memorandums
- 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 Five Hundred and Fifteen Thousand Dollars, ($515,000.00).

5) Time of Completion: 45 Working Days *[see B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE of Section B Instruction to Bidders]*.

6) Liquidated Damages: $2,800 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	Monet Construction Inc.
Address	7610 Day Street
City, State Zip Code	Tujunga, CA 91042

8) CDBG Funding requirements:

Section 3 of the Housing and Urban Development Act of 1968, as Amended

The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 75, which implements Section 3. As evidenced by their execution of this Contract, the parties

to this Contract certify that they are under no contractual obligation or other impediment that would prevent them from complying with Part 75 of the regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement, contract, or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under Section 3 and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 requirements, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

The Contractor agrees to include Section 3 contract language in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 contract language, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found to be in violation of the regulations in 24 CFR Part 75.

The Contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the Contractor is selected but before the Contract is executed; and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor’s obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

[ATTACH FEDERAL WAGE DECISION AND FORM HUD-4010 TO THE CONTRACT]

SECTION 3 REQUIREMENTS

The bidder/proposer must declare an intent to comply with Section 3 requirements, including benchmarks, in order to be a responsive bidder/proposer eligible for contract award.

The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The bidders/proposers are required to complete and submit the Declaration of Intent to Comply with Section 3 Requirements certifying that they intend to comply with the Section 3 provisions as defined in Section 8.43 (Section 3 of the Housing and Urban Development Act of 1968, as amended). Further, bidders/proposers are required to comply with these requirements for the term of any contract awarded pursuant to this solicitation.

Prospective bidders/proposers should carefully review Section 3 requirements, including Contract Notices and Section 3 Provisions for Housing and Community Development Assistance and Public Housing Assistance, as applicable. Proposals that fail to comply with the requirements of Section 3 will be considered non-responsive and excluded from further consideration.

The Section 3 Clause and the Federal Labor Standards Provisions Form HUD-4010 shall be inserted in all contracts and subcontracts.

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 18th day of December, 2024 *(Council Action Date).*

CONTRACTOR: _____
[CONTRACTOR'S BUSINESS NAME]

_____
CONTRACTOR's Sign Name, Title

CONTRACTOR's License No. _____

AGENCY: _____ _____
Don Penman, Interim City Manager — Date
City of South Pasadena

ATTESTED: _____ _____
Mark Perez, Deputy City Clerk — Date
City of South Pasadena

APPROVED AS TO FORM: _____ _____
Roxanne Diaz, City Attorney — Date
City of South Pasadena

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, _____,
(insert name and title of the officer)

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.

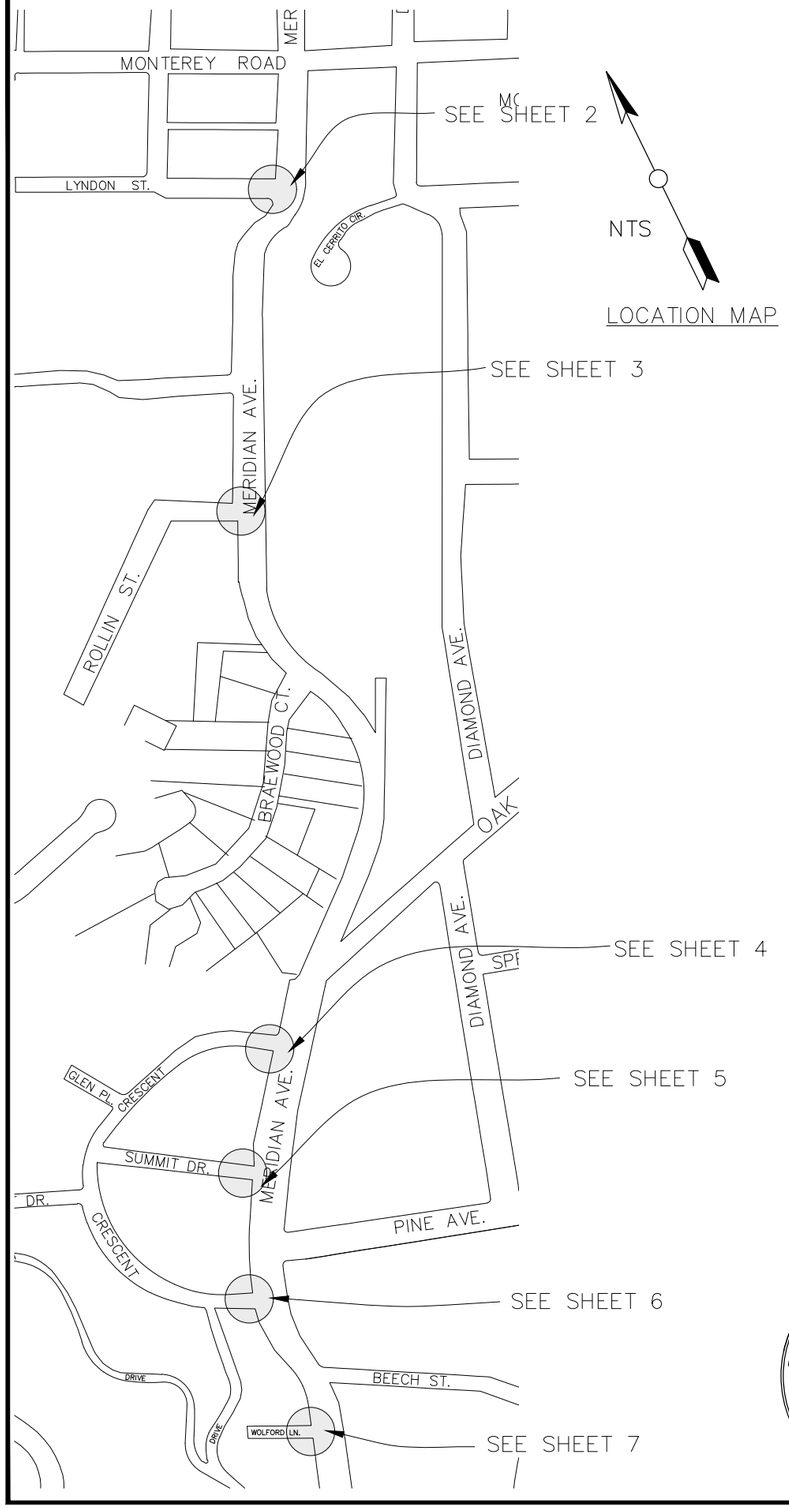
F. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to AGENCY under this Agreement for a minimum of three (3) years, or for any 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



SURVEY BY:
METZ SURVEYING Inc
24303 WALNUT ST., Suite D
SANTA CLARITA, CA 91321
(661)388–2003
ERIC METZ, LS

TREE ROOTS:

CONTRACTOR SHALL OBTAIN APPROVAL FROM THE CITY ARBORIST PRIOR OF ANY TREE ROOTS TRIMIMING (UPON EXPOSING THE ROOTS.)

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 5, NAD 83 EPOCH 2017.50.

BENCHMARK

CITY OF LOS ANGELES BENCHMARK 11–05770
WIRE SPIKE IN N CURB AVENUE 60 AT 28FT E OF CENTER LINE PROD LOMITAS DR
ELEV = 595.035 NAVD 88

LEGEND:

- RECONSTRUCTION
- CONCRETE
- SLOT PAVING
- 1234 STREET ADDRESS.

STRIPING CONSTRUCTION NOTES:

ALL WORK AND MATERIALS SHALL CONFORM TO THE LATEST EDITION OF CALTRANS STANDARD PLANS AND SPECIFICATIONS.

20 INSTALL 12" WHITE LIMIT LINE PER CALTRANS STD. PLAN A24G.

21 INSTALL PAVEMENT LEGEND AS SHOWN AND PER CALTRANS STDS. PLANS.

23 PAINT CURB WITH 2 COATS OF RED PAINT.

CONSTRUCTION NOTES:

1. SAWCUT & REMOVE EX. AS SHOWN ON PLANS & CONSTRUCT P.C.C. CURB RAMP PER SPPWC STD. PLAN 111–5 (CASE, TYPE PER PLAN) WITH RETAINING CURB, WITH TRANSITION SIDEWALK PER SPPWC STD. PLAN 112–2 WITH RED BRICK DETECTABLE WARNING DEVICES PER FEDERAL & STATE ADA GUIDELINES.
2. SAWCUT & REMOVE EX. & CONSTRUCT NEW P.C.C. CROSS GUTTER WITH MONOLITHIC CURB PER SPPWC STD. PLAN No. 122–3.
3. SAWCUT & REMOVE EX. & CONSTRUCT NEW CURB & GUTTER PER SPPWC STD. PLAN No. 120–3 TYPE A2–8 (MODIFIED TO VARIABLE CURB FACE, W PER PLAN).
4. SAWCUT & REMOVE EX. & CONSTRUCT NEW CURB PER SPPWC STD. PLAN No. 120–3 TYPE A1–8 (MODIFIED TO VARIABLE CURB FACE).
5. SAWCUT & REMOVE EX. & CONSTRUCT SLOT PAVING (8" A.C. OVER NATIVE, 2' IN WIDTH).
6. REMOVE EXISTING AND INSTALL NEW 1" SERVICE & METER AND CONNECT TO EX. WATER SERVICE PER LACWD STD. PLAN W–5. (MODIFIED)
7. SAWCUT & REMOVE EX. & CONSTRUCT PORTION OF LOCAL DEPRESSION PER SPPWC STD. PLAN No. 313–4 (MODIFIED TO MATCH EX.).
8. ADJUST WATER VALVE CAN AND COVER TO GRADE.
9. REMOVE EXISTING BRICK &CONSTRUCT 4" P.C.C. SIDEWALK PER SPPWC STD. No.113–2 OVER 6"C.M.B..
10. REMOVE EXISTING SIGNS & POST AND INSTALL NEW SIGNS AND POST.
11. REMOVE EXISTING AND EXTEND PLANTER AND REPLANT IN KIND AS DIRECTED BY THE ENGINEER.
12. SAWCUT & REMOVE EXISTING & CONSTRUCT 2" AC (TYPE C2 PG64–10) OVER 6" DGAC OVER 95% COMPACTED NATIVE.

REGISTERED PROFESSIONAL ENGINEER
LEAH AMY CARTER
No.C 41879
EXP.3–31–26
CIVIL
STATE OF CALIFORNIA

KABBARA ENGINEERING
601 N. PARKCENTER DR., SUITE 205
SANTA ANA, CA 92705
(714) 744–9400– www.kabbara.net

PREPARED UNDER THE SUPERVISION OF: DATE : 11/06/2024

LEAH AMY CARTER RCE 41879
LICENSE EXPIRES 3–31–2026

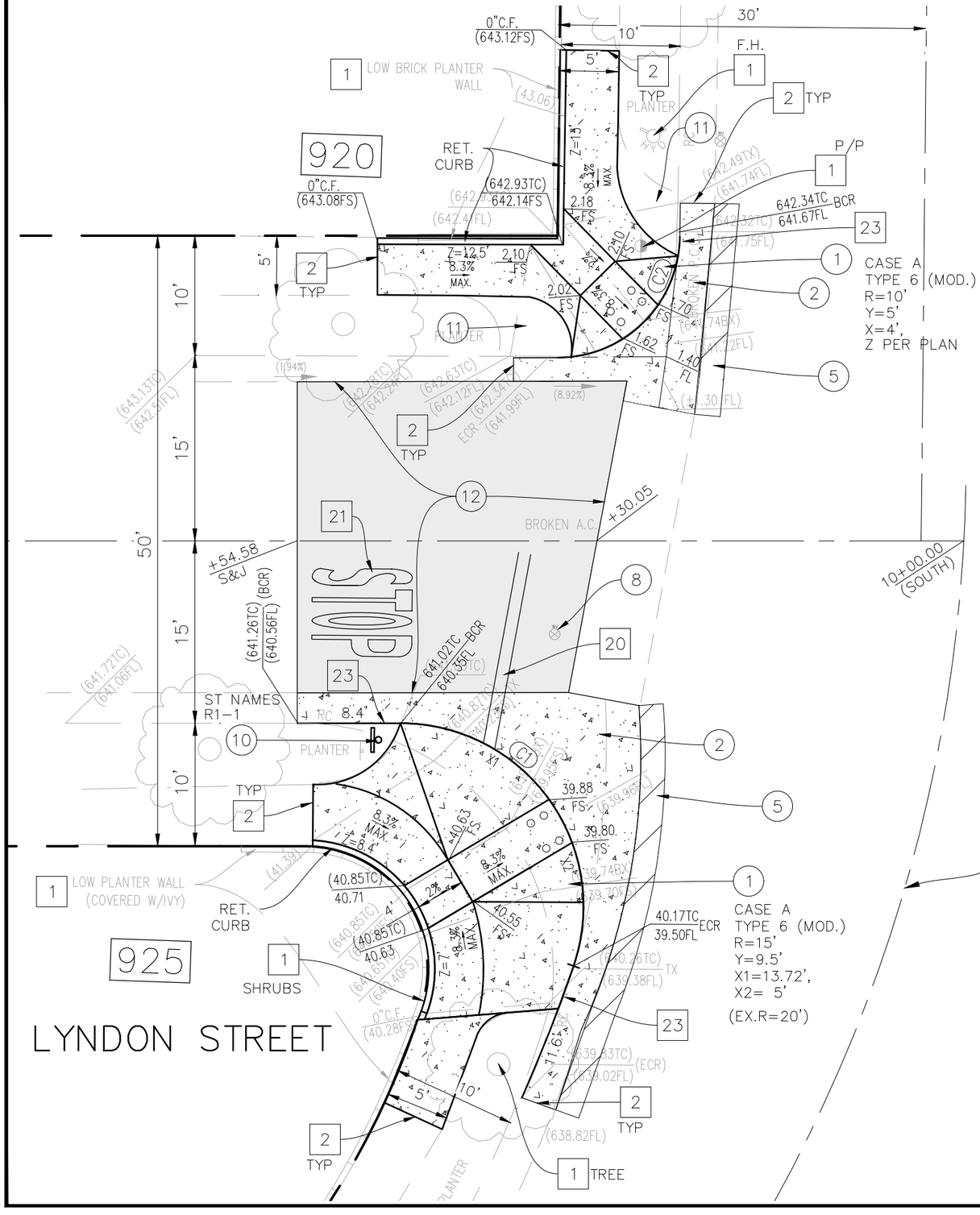
CITY OF SOUTH PASADENA

APPROVED BY:
MICHAEL VARTANIANS, PE 11/06/2024
DATE

TITLE SHEET

PROJECT NO.
2020–03 (002003)

SHEET NO. 1 OF 7



℄ MERIDIAN AVENUE

CONSTRUCTION NOTES:

1. SAWCUT & REMOVE EX. AS SHOWN ON PLANS & CONSTRUCT P.C.C. CURB RAMP PER SPPWC STD. PLAN 111-5 (CASE, TYPE PER PLAN) WITH RETAINING CURB, WITH TRANSITION SIDEWALK PER SPPWC STD. PLAN 112-2 WITH RED BRICK DETECTABLE WARNING DEVICES PER FEDERAL & STATE ADA GUIDELINES.
2. SAWCUT & REMOVE EX. & CONSTRUCT NEW P.C.C. CROSS GUTTER WITH MONOLITHIC CURB PER SPPWC STD. PLAN No. 122-3.
5. SAWCUT & REMOVE EX. & CONSTRUCT SLOT PAVING (8" A.C. OVER NATIVE, 2' IN WIDTH).
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STRIPING CONSTRUCTION NOTES:

20. INSTALL 12" WHITE LIMIT LINE PER CALTRANS STD. PLAN A24G.
21. INSTALL PAVEMENT LEGEND AS SHOWN AND PER CALTRANS STDS. PLANS.
23. PAINT CURB WITH 2 COATS OF RED PAINT.

DISPOSITION NOTES

1. PROTECT IN PLACE
2. SAWCUT & JOIN EX.

SCALE 1"=10'

0 10' 20'

Curve Table				
Curve #	Radius	Delta	Length	Tangent
C1	15.00'	109°02'22"	28.55'	21.04'
C2	10.00'	89°22'00"	15.61'	9.89'

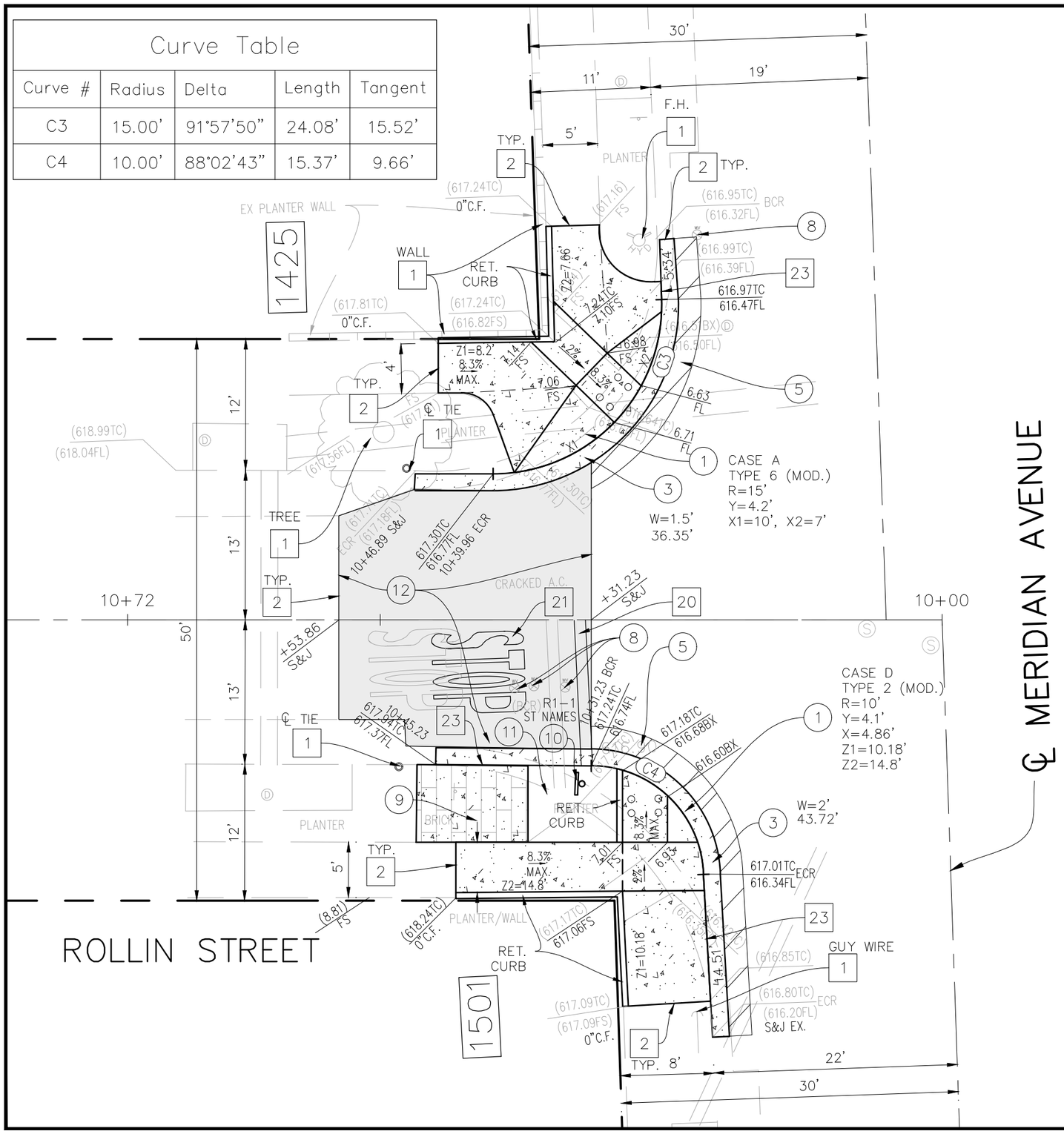
CITY OF SOUTH PASADENA

LYNDON STREET

PROJECT NO. 2020-03 (002003)

SHEET NO. 2 OF 7

Curve Table				
Curve #	Radius	Delta	Length	Tangent
C3	15.00'	91°57'50"	24.08'	15.52'
C4	10.00'	88°02'43"	15.37'	9.66'



CONSTRUCTION NOTES:

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3. SAWCUT & REMOVE EX. & CONSTRUCT NEW CURB & GUTTER PER SPPWC STD. PLAN No. 120–3 TYPE A2–8 (MODIFIED TO VARIABLE CURB FACE, W PER PLAN).
5. SAWCUT & REMOVE EX. & CONSTRUCT SLOT PAVING (8" A.C. OVER NATIVE, 2' IN WIDTH).
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23. PAINT CURB WITH 2 COATS OF RED PAINT.

DISPOSITION NOTES

1. PROTECT IN PLACE
2. SAWCUT & JOIN EX.

SCALE 1"=10'

0 10' 20'

CITY OF SOUTH PASADENA

ROLLIN STREET

PROJECT NO. 2020–03 (002003)

SHEET NO. 3 OF 7



℄ MERIDIAN AVENUE

CONSTRUCTION NOTES:

1. SAWCUT & REMOVE EX. AS SHOWN ON PLANS & CONSTRUCT P.C.C. CURB RAMP PER SPPWC STD. PLAN 111–5 (CASE, TYPE PER PLAN) WITH RETAINING CURB, WITH TRANSITION SIDEWALK PER SPPWC STD. PLAN 112–2 WITH RED BRICK DETECTABLE WARNING DEVICES PER FEDERAL & STATE ADA GUIDELINES.
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21. INSTALL PAVEMENT LEGEND AS SHOWN AND PER CALTRANS STDS. PLANS.

DISPOSITION NOTES

1. PROTECT IN PLACE
2. SAWCUT & JOIN EX.

Curve Table				
Curve #	Radius	Delta	Length	Tangent
C7	16.50'	52°09'10"	15.02'	8.07'
C8	16.00'	36°05'59"	10.08'	5.21'

SCALE 1"=10'

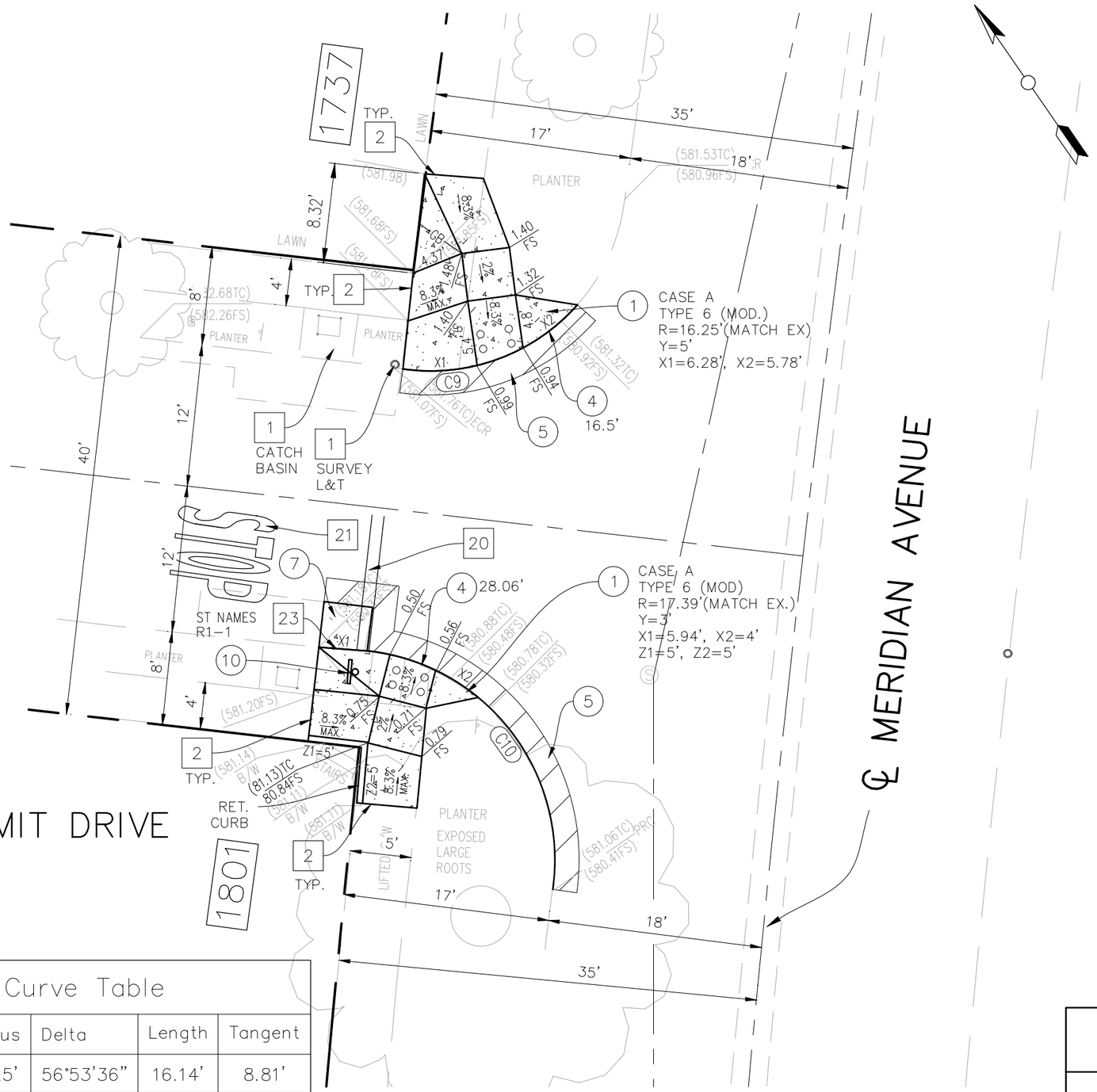
0 10' 20'

CITY OF SOUTH PASADENA

GILLETTE CRESCENT(N)

PROJECT NO. 2020-03 (002003)

SHEET NO. 4 OF 7



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23. PAINT CURB WITH 2 COATS OF RED PAINT.

DISPOSITION NOTES

1. PROTECT IN PLACE
2. SAWCUT & JOIN EX.

SCALE 1"=10'

0 10' 20'

Curve Table

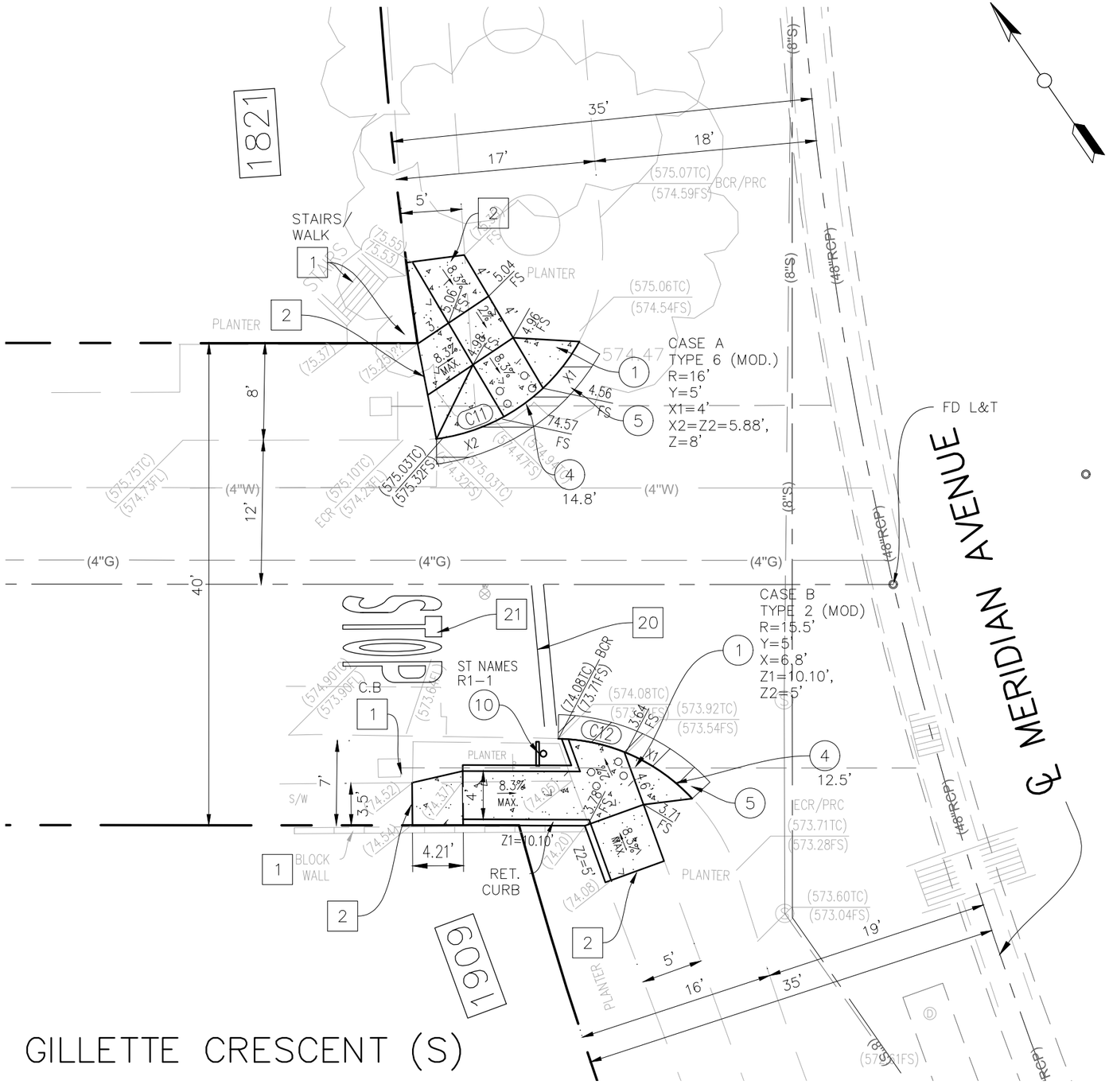
Curve #	Radius	Delta	Length	Tangent
C9	16.25'	56°53'36"	16.14'	8.81'
C10	17.50'	91°52'53"	28.06'	18.08'

CITY OF SOUTH PASADENA

SUMMIT DRIVE

PROJECT NO. 2020–03 (002003)

SHEET NO. 5 OF 7



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DISPOSITION NOTES

1. PROTECT IN PLACE
2. SAWCUT & JOIN EX.

Curve Table				
Curve #	Radius	Delta	Length	Tangent
C12	15.50'	46°09'31"	12.49'	6.60'

SCALE 1"=10'

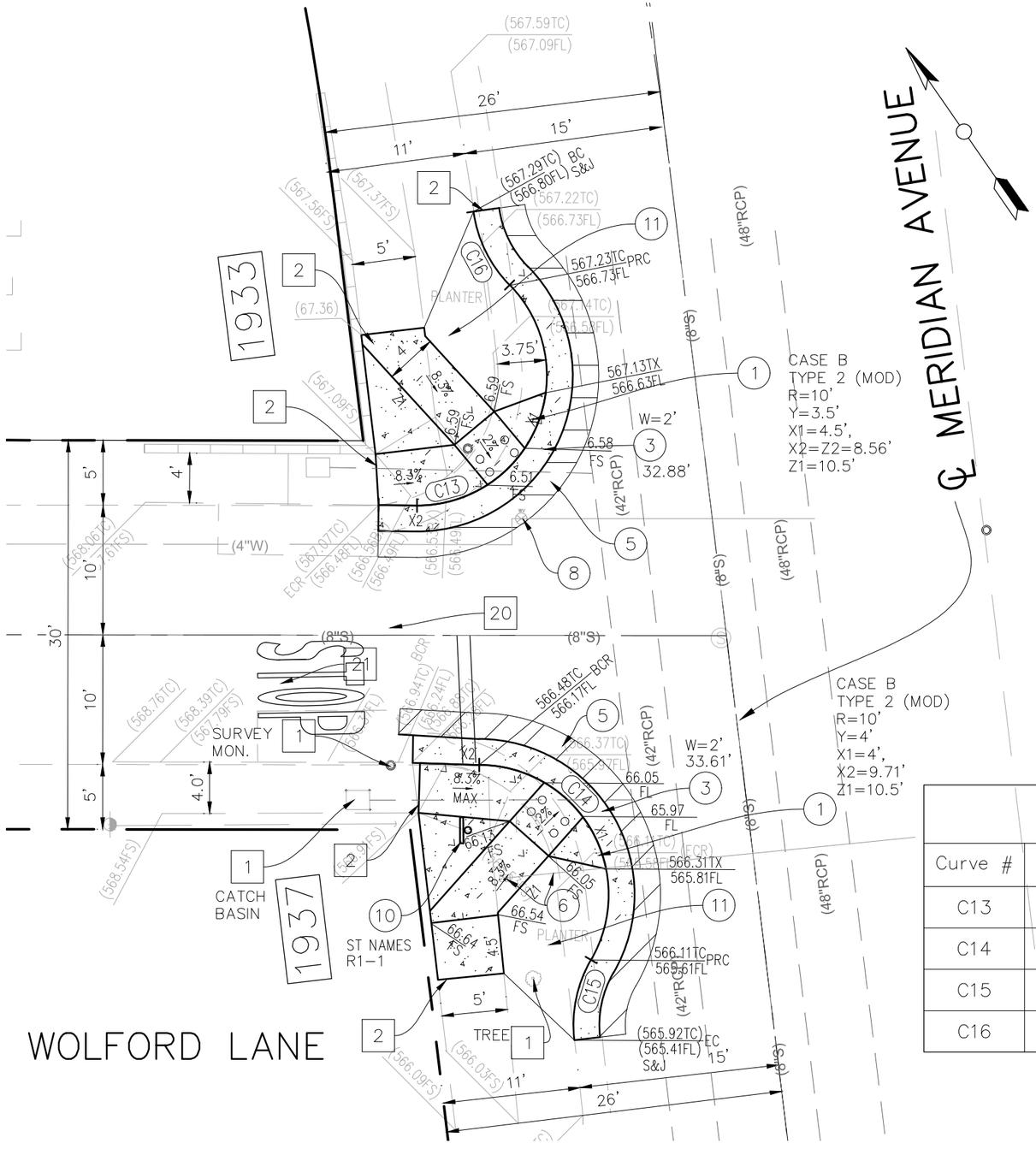
0 10' 20'

CITY OF SOUTH PASADENA

GILLETTE CRESCENT (S)

PROJECT NO. 2020–03 (002003)

SHEET NO. 6 OF 7



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DISPOSITION NOTES

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2. SAWCUT & JOIN EX.

Curve Table				
Curve #	Radius	Delta	Length	Tangent
C13	10.00'	134°35'42"	23.49'	23.90'
C14	10.00'	120°05'59"	20.96'	17.36'
C15	10.00'	36°50'06"	6.43'	3.33'
C16	10.00'	36°46'59"	6.42'	3.32'

SCALE 1"=10'

0 10' 20'

CITY OF SOUTH PASADENA

WOLFORD LANE

PROJECT NO. 2020–03 (002003)

SHEET NO. 7 OF 7

Public Works Project Bid Packet

FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT CDBG Project No. 602649-23; City Project No. 2020-03 (002003)

CITY OF SOUTH PASADENA
Public Works Department

Purpose: Construction of new curb ramps on Meridian Avenue, from Maple Street to Lyndon Street for ADA compliance.

Value: $460,790

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.)

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
- □ Declaration of Intent to Comply with Section 3 Requirements

Documents Required Upon Award:

- □ 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
- □ Appendix V Required Documents

Approved for use on June 7, 2023
294856.v3

NOTICE INVITING BIDS AND CONTRACT DOCUMENTS

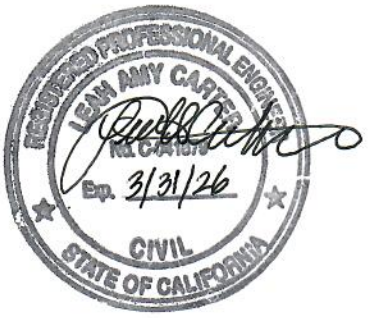
for

FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT (CDBG) PROJECT NO. 2020-03 (002003) IN THE CITY OF SOUTH PASADENA, CALIFORNIA

Prepared by:
WILLDAN
13191 Crossroads Pkwy N., #405
Industry, CA 91746-3443
(562) 364-8490

And

KABBARA ENGINEERING
601 N. Parkcenter Drive, Suite 205
Santa Ana, CA 92705
(714) 744-9400
Leah A. Carter, RCE 41879, Expires 3/31/26



Approved by:
CITY OF SOUTH PASADENA
Public Works Department
1414 Mission Street
South Pasadena, CA 91030
(626) 403-7240

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FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT
(CDBG) PROJECT NO. 2020-03 (002003)
IN THE CITY OF SOUTH PASADENA, CALIFORNIA

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SECTION A – NOTICE INVITING SEALED BIDS

FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT (CDBG) PROJECT NO. 2020-03 (002003)

IN THE CITY OF SOUTH PASADENA, CALIFORNIA

CALENDAR OF EVENTS*

Bid Advertisement	8th day of November, 2024
Bid Package available starting	7th day of November, 2024
Pre-Bid Meeting	19th day of November, 2024 at 8:30 a.m.
Questions Regarding the Proposal Due	19th day of November, 2024 at 5:00 p.m.
Addendum Posted on City's Planet Bids system	21st day of November, 2024 at 5:00 p.m.
Bid Due Date and Time	5th day of December, 2024 at 4:00 p.m.
Bid Opening	5th day of December, 2024 at 5:00 p.m.
Bid Results/Contractor Selection	12th day of December, 2024
Council approval of Contract	18th day of December, 2024
New Contract in Effect	23rd day of December, 2024
Construction Start Date, not earlier than	6th day of January, 2025
Construction End Date, not later than	11th day of April, 2025

*All dates are subject to change.

NOTICE INVITING SEALED BIDS

FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT (CDBG) PROJECT NO. 2020-03 (002003) 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 Thursday the 5th day of December, 2024. 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: *FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT (CDBG) PROJECT NO. 2020-03- (002003)*

City PlanetBids Project Bid Opportunities: https://vendors.planetbids.com/portal/44654/bo/bo-search

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 sawcut, removal and disposal of existing PCC, AC and miscellaneous improvements, and construction of new PCC curb ramps, curbs, curbs and gutters, cross gutters, sidewalks and local depressions, new full depth dense graded asphalt con AC roadway and slot paving, utility adjustments and/or relocations, thermoplastic traffic striping, markings, legends & raised pavement markers (RPM's), traffic & pedestrian control, construction staking, monument preservation and restoration, NPDES compliance and all appurtenant work thereto necessary for the proper construction of the contemplated improvements on Meridian Avenue, from Maple Street to Lyndon Street, in accordance to Plans and Specification entitled as FY20-FY24 Sidewalk Replacement & ADA Ramps Project (CDBG) Project No. 2020-03 (002003).

Engineer's Estimate: $460,790

A **mandatory** pre-bid meeting will be held at 8:30 AM on the 19th day of November, 2024 virtually on Microsoft Team using the link above to discuss prevailing wage and Section 3 requirements. All potential bidders are required to attend this meeting.

Bids must be submitted on the City's Bid Forms. A bidder may obtain 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 5% 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 five percent (5%) 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.

Section 3 Requirements: This is a HUD Section 3 contract, and all bidders/proposers must commit to achieving established requirements, including benchmarks for Section 3 workers and Targeted Section 3

workers. Detailed quarterly reporting of hours worked and documentation of efforts to achieve the benchmarks will be required.

Prevailing Wage Requirements: This is a federally assisted construction contract. Federal labor standards provisions outlined in the HUD-4010 form, including the prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA), will be enforced. The applicable Federal wage decision is the one in effect ten (10) days prior to bid opening; it is included in these specifications and is available online at https://sam.gov/content/wage-determinations. In the event of a conflict between the Federal and State wage rates, the higher of the two will prevail. The State wage rates are available online at http://www.dir.ca.gov/DLSR/PWD/index.htm. Lower State wage rates for work classifications not specifically included in the Federal wage decision are not acceptable.

Apprenticeship Program: Attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8 of the California Administrative Code, Section 200, et seq., to ensure compliance and complete understanding of the law regarding apprentices.

Conflict of Interest: In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict-of-interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611 shall apply. No employee, officer, or agent of the sub-recipient shall participate in the selection, award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Refer to: 2 CFR Part 200.318(c)(1).

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: November 7th, 2024

By: H. Ted Gerber

H. Ted Gerber
Public Works Director

SECTION B – INSTRUCTIONS TO BIDDERS

FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT
(CDBG) PROJECT NO. 2020-03 (002003)
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 **45 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 may 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 5% 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 5% 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.

B1.21 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.

B1.23 RETENTION OF RECORDS

Under the uniform administrative requirements of the CDBG regulation, grantees and subrecipients are required to retain CDBG records for a period of not less than four years. For sub-recipients, the record retention period begins from the date of submission of the CAPER in which the specific activity is reported for the final time rather than from the date of submission of the final expenditure report for the award. (Note: prior to 1995, the retention period was three years.) The four-year retention period means the CDBG requirements are consistent with Consolidated Plan regulations, which require that grantees maintain information and records relating to the jurisdiction's Consolidation Plan and the use of funds under the programs covered by the Consolidation Plan, including CDBG, for a period of not less than five years.

SECTION C – PROPOSAL INFORMATION AND DOCUMENTS

FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT
(CDBG) PROJECT NO. 2020-03 (002003)
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

FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT
(CDBG) PROJECT NO. 2020-03 (002003)
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 5% 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 5% 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

FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT
(CDBG) PROJECT NO. 2020-03 (002003)
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

FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT
(CDBG) PROJECT NO. 2020-03 (002003)
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 five percent (5%) 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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, _____,
(insert name and title of the officer)

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

FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT
(CDBG) PROJECT NO. 2020-03 (002003)
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 five percent (5%) 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

FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT
(CDBG) PROJECT NO. 2020-03 (002003)
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 you 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

FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT
(CDBG) PROJECT NO. 2020-03 (002003)
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)

FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT
(CDBG) PROJECT NO. 2020-03 (002003)
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

FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT
(CDBG) PROJECT NO. 2020-03 (002003)
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

FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT (CDBG) PROJECT NO. 2020-03 (002003)

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

FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT (CDBG) PROJECT NO. 2020-03 (002003) 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

FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT
CDBG) PROJECT NO. 2020-03 (002003)

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

FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT (CDBG) PROJECT NO. 2020-03 (002003) 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:** FY20-FY24 Sidewalk Replacement & ADA Ramps Project (CDBG) Project No. 2020-03 (002003)

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 sawcut, removal and disposal of existing PCC, AC and miscellaneous improvements, and construction of new PCC curb ramps, curbs, curbs and gutters, cross gutters, sidewalks and local depressions, new full depth dense graded asphalt con AC roadway and slot paving, utility adjustments and/or relocations, thermoplastic traffic striping, markings, legends & raised pavement markers (RPM's), traffic & pedestrian control, construction staking, monument preservation and restoration, NPDES compliance and all appurtenant work thereto necessary for the proper construction of the contemplated improvements on Meridian Avenue, from Maple Street to Lyndon Street, in accordance to Plans and Specification entitled as FY20-FY24 Sidewalk Replacement & ADA Ramps Project (CDBG) Project No. 2020-03 (002003). The limits of work include:

Meridian Avenue (Maple Street to Lyndon Street)

3) **Contract Documents:** The complete contract and agreement ("AGREEMENT") consists of this Contract Agreement, including all attachments hereto, and:

- Approved Plans and Specifications for FY20-FY24 Sidewalk Replacement & ADA Ramps Project (CDBG) Project No. 2020-03 (002003)
- 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, Addendums and Memorandums
- 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: Forty-Five (45) Working Days *[see B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE of Section B Instruction to Bidders]*.

6) Liquidated Damages: $2,800 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 _____

8) CDBG Funding requirements:

Section 3 of the Housing and Urban Development Act of 1968, as Amended

The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 75, which implements Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual obligation or other impediment that would prevent them from complying with Part 75 of the regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement, contract, or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under Section 3 and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 requirements, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

The Contractor agrees to include Section 3 contract language in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 contract language, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found to be in violation of the regulations in 24 CFR Part 75.

The Contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the Contractor is selected but before the Contract is executed; and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor’s obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

[ATTACH FEDERAL WAGE DECISION AND FORM HUD-4010 TO THE CONTRACT]

SECTION 3 REQUIREMENTS

The bidder/proposer must declare an intent to comply with Section 3 requirements, including benchmarks, in order to be a responsive bidder/proposer eligible for contract award.

The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The bidders/proposers are required to complete and submit the Declaration of Intent to Comply with Section 3 Requirements certifying that they intend to comply with the Section 3 provisions as defined in Section 8.43 (Section 3 of the Housing and Urban Development Act of 1968, as amended). Further, bidders/proposers are required to comply with these requirements for the term of any contract awarded pursuant to this solicitation.

Prospective bidders/proposers should carefully review Section 3 requirements, including *Contract Notices and Section 3 Provisions for Housing and Community Development Assistance and Public Housing Assistance, as applicable*. Proposals that fail to comply with the requirements of Section 3 will be considered non-responsive and excluded from further consideration.

The Section 3 Clause and the Federal Labor Standards Provisions Form HUD-4010 shall be inserted in all contracts and subcontracts.

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: _____ _____
Donald Penman, Interim City Manager — Date
City of South Pasadena

ATTESTED: _____ _____
Mark Perez, Deputy City Clerk — Date
City of South Pasadena

APPROVED AS TO FORM: _____ _____
Roxanne Diaz, City Attorney — Date
City of South Pasadena

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, _____,
(insert name and title of the officer)

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

FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT (CDBG) PROJECT NO. 2020-03 (002003) 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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, _____,
(insert name and title of the officer)

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

FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT (CDBG) PROJECT NO. 2020-03 (002003) 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 _____, ($_____.____) 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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, _____,
(insert name and title of the officer)

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

FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT (CDBG) PROJECT NO. 2020-03 (002003)

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, _____,
(insert name and title of the officer)

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 <u>City of South Pasadena, its officers and employees,</u> 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

FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT
(CDBG) PROJECT NO. 2020-03 (002003)
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

FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT
(CDBG) PROJECT NO. 2020-03 (002003)
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. *Section 3-10 is amended by adding thereto the following new Subsections:*

3-10.1 General

The following supersedes the provisions of this subsection:

The CONTRACTOR shall be responsible for directly obtaining the services of a California Licensed Land Surveyor to be in responsible charge of all survey work performed under this contract.

The CONTRACTOR shall be responsible for the scheduling of all survey requests.

The AGENCY will provide construction plans and specifications for the project. Construction stakes shall be set per the provided plans and specifications. The CONTRACTOR'S Surveyor shall notify the AGENCY immediately of any discrepancy or design errors discovered on the plans during staking or when verifying join points.

The CONTRACTOR'S Surveyor shall research existing County, State and City records for centerline survey monuments within the project area. Prior to construction, all monuments shall be tied-out and a Corner Record shall be recorded with the County Surveyor per Section 8771 of the Business and Professions Code of the State of California. After completion of construction, any monument disturbed or lost during construction shall be reset, in conformance with Section 8771. Each centerline intersection shall be drawn on a single Corner Record. A copy of all Corner Records shall be submitted to the AGENCY prior to a Notice of Completion being filed.

3-10.2 Monuments. In accordance with Senate Bill 1563, the Contractor 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. The CONTRACTOR shall bear the expense of replacing any that may be disturbed, including preparation of a Record of Survey for submittal and approval of the County Surveyor, including processing and payment of all required County fees. Replacement shall be done only under the direction of the Engineer by a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California.

The centerline monuments for all intersections within the project limits shall be permanently tied out prior to cold milling and overlay or reconstruction, and re-established after final asphalt concrete paving. Upon submittal of all corner records and centerline tie notes and monuments to the Office of the Los Angeles County Surveyor, the CONTRACTOR shall submit copies of the same records to the AGENCY. CONTRACTOR shall also submit accepted and filed corner records upon acceptance by the Office of the County Surveyor prior to completion of the project.

Upon completion of the project, a Notice of Completion shall not be filed until the monuments have been restored and corner records filed to the satisfaction of the County Surveyor.

The CONTRACTOR shall provide all necessary construction surveying in accordance with Section 3-10, "Surveying" of the Standard Specifications. Survey monuments shall conform to the provisions of Section 3-10 and Section 309 of the Standard Specification.

3-10.3 Line and Grade

Unless otherwise provided in the Special Provisions, lines and grades for construction shall be the responsibility of the CONTRACTOR, with the following provisions:

All work under this Contract shall be built in accordance with the lines and grades shown on the plans. Field survey for establishing the lines and grades and for the control of construction shall be the responsibility of the CONTRACTOR. All such surveys, including construction staking, shall be under

the supervision of a California-licensed land surveyor or by a California-licensed civil engineer allowed by law.

The CONTRACTOR shall provide staking for the lines, elevations, locations and grades of all proposed project improvements at intervals normally accepted by the agencies and the trade involved, including but not limited to, 25' intervals for all new curbs and gutters, driveways, bus pads, cross gutters, local depressions, storm drains, water mains & appurtenances, catch basins, parking meters, street and pedestrian lights/foundations, curb ramps, planters, roadway paving, etc. The CONTRACTOR shall bear all costs for re-staking or remarking.

The CONTRACTOR'S Surveyor shall provide cut sheets to Engineer prior to the removal to verify the flow line. A copy of the cut sheets shall be provided to the City for verification. Also, a copy of all updated control set by the CONTRACTOR'S Surveyor; showing coordinates, elevation, and description shall be submitted, for quality management (as-built checks by AGENCY).

The CONTRACTOR shall provide a copy of the office calculations and grade sheets to the City Inspector. The CONTRACTOR shall be responsible for any error in the finished work and shall notify the ENGINEER within one (1) working day of any discrepancies or design errors discovered during staking.

3-10.4 Payment. Payment for CONSTRUCTION SURVEY, STAKING AND PRE & POST CONSTRUCTION MONUMENTATION, shall be measured and paid for at the **contract LUMP SUM (LS) price bid** as shown in the Bid Schedule, and shall include all labor, tools, equipment, materials, monument recovery, pre-construction tie installation, corner record preparation, construction staking, installation of new centerline monument in place, including 4 ties per monument, post construction corner record preparation, survey control and processing of centerline tie notes, corner records and record of survey for approval by the County Surveyor, payment of County fees, and all appurtenant work related to the surveying required for the project as indicated above and may be required to progress with the work and as may be occasionally required by the Engineer. No additional compensation shall be allow therefore.

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.

PAYMENT

Full compensation for the requirements of STORM WATER POLLUTION PREVENTION PLAN & BMP'S will be paid for at the **contract LUMP SUM (LS) price bid**, and shall include all labor,

tools, equipment, materials, sweeping with a self-propelled mechanical mobile sweeper and all incidentals necessary to prepare and process the SWPPP for approval by the City Engineer, and to implement and maintain measures and BMP's to prevent storm water pollution within the project limits, twenty-four (24) hours per day during the life of the Contract. A SWPPP must be submitted, approved and implemented prior to commencing any work. No additional compensation will be allowed therefore.

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) 403-7378
City of South Pasadena, Public Works Attn: Michael Vartanians, Principal Civil Engineer	(626) 403-7245
City of South Pasadena, Public Works Water Division Attn: Victor Magana, Water Operations Manager	(626) 403-7396
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 Subsection 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 lien 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) 403-7378
City of South Pasadena, Public Works Attn: Michael Vartanians, Principal Civil Engineer	(626) 403-7245
City of South Pasadena, Public Works Water Division Attn: Victor Magana, Water Operations Manager	(626) 403-7396
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 ($2,800.00) 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.

If there is no bid item for a particular item of work, full compensation for such work shall be considered as included in the prices bid for other items of work.

Payment for all bid items shall be as set forth herein. Payment for any items of work required by the contract documents that are not covered by a contract bid item shall be considered as included in other items of work. No additional compensation shall be allowed therefor.

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 consist of preparatory work and operations. It shall include, but not be limited to, the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project. Mobilization shall additionally include the establishment of any temporary facilities and the installation of project signs. The mobilization shall include all other work and operations, which must be performed.

Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the job site and the project administration costs during the entire contract period.

Mobilization shall include all work shown on the plans, which is not compensated in a bid item of work. This work shall include, but not be limited to protect-in-place and/or relocation of the facility to accommodate the construction of an improvement; including resetting curb drains through new curbing.

The Contractor shall provide supervisory personnel to keep the construction site in a safe condition and all other related work as required at all times. These requirements shall also apply to all non-working days during construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

The Contractor shall have on the work site at all times, as his agent, a competent English- speaking superintendent capable of reading and thoroughly understanding the plans, specifications, and other related documents.

A minimum of one week before the start of construction, the Contractor shall videotape all areas where construction is to take place. The videotapes are to be supplied to the Engineer before constructions begins. These videotapes will serve as a record of the existing conditions for disputes that may arise from restoration and should therefore be taken along the line of construction and site access and staging areas at sufficient detail as necessary to clearly depict details of existing conditions. The videotapes shall be standard format in color on a flash drive. Alternate videotape formats shall be approved by the Engineer, prior to performance of the work. All videotapes shall be indexed and catalogued in such a manner that each photographed area is readily identifiable and shall also indicate the date and time (hours, minutes and seconds) on which the video was made. The Contractor shall also videotape any unusual conditions encountered during construction that are not already a matter of photographic record. In any areas where existing conditions cannot be determined by means of videotapes, the areas shall be restored as approved by the Engineer at the Contractor's expense. All videotapes shall become the property of the City.

This item shall also include any and all costs associated with demobilization at the time of project completion.

PAYMENT

Full compensation for the requirements of **MOBILIZATION (5% MAXIMUM)** will be paid for at the **contract LUMP SUM (LS) price bid**, and shall include mobilization and demobilization for the entire contract period, securing a storage yard to store all equipment and materials to be used on the job, temporary, handling of sewage, disposal of waste materials, restoration of the site, all labor, tools, equipment, materials, warranties, work schedules, providing bonds, insurance, financing, permits and permit fees, public notifications, moving equipment to the job site and all incidentals required to complete the work. The storage yard may also be used as a temporary storage for excavated materials, and traffic control items.

Payment for Mobilization shall be paid for at the contract LUMP SUM (LS) price bid and shall be payable as follows, for each payment upon approval of the Public Works Director.

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.

The maximum price for this bid item **shall not exceed 5 percent (5%)** of the total contract price at the time of award. No additional compensation will be allowed therefore.

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.

7-4.3 PAYMENT FOR EXTRA WORK

7-4.3 Markup. *Add the following:*

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order, and pickup or yard trucks used by the above personnel. These costs shall not be reported as labor or equipment elsewhere, except when actually performing work directly on the change order, and then shall only be reported at the labor classification of the work performed.

Contractor shall not be entitled to receive any compensation for delay for Contract Time extensions resulting from Extra Work. Where Contract Time extensions result from or are granted in change orders which authorize Extra Work, payment by the City to the Contractor in consideration of any such Extra Work, pursuant to Section 7-4, shall constitute compensation in full for delay, interruption or disruption resulting from or arising out of any such Extra Work.

7-4.3.1 Work By Contractor *DELETE and REPLACE with the following*:

The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Labor 15%

2) Materials 10%

3) Equipment Rental . . . . …8%

4) Other Items and Expenditures 5%

In addition to the markups defined herein, the Contractor shall be compensated for the actual increase in the Contractor's bond premium caused by the extra work, as evidenced by documentation substantiating said cost.

7-4.3.2 Work by Subcontractor *DELETE and REPLACE with the following:*

When all or any part of the extra work is performed by a Subcontractor, the markup established in 7-4.3.1 shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup on 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

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 7 of the Standard Specifications is amended by adding the following new Subsection 7-6 Measurement and Payment.

7-6 MEASUREMENT AND PAYMENT

Payment of each item will include full compensation for furnishing all labor, materials, tools, equipment and backup equipment; warranties, transportation, coordination, incidentals, and technical competence for performing all work necessary to complete each item as indicated on the plans and as specified in these Contract Documents, including but not limited to obtaining all applicable certifications necessary for specialty personnel and major equipment in conformance with all applicable Sections of the Standard Specification and these Special Provisions, and all other applicable permits.

Bid Item 1 – Mobilization (5% Maximum)

Full compensation for the requirements of Mobilization (5% Maximum) will be paid for at the **contract LUMP SUM (LS) price bid**, and shall include mobilization and demobilization for the entire contract period, securing a storage yard to store all equipment and materials to be used on the job, temporary, handling of sewage, disposal of waste materials, restoration of the site, all labor, tools, equipment, materials, warranties, work schedules, providing bonds, insurance, financing, permits and permit fees, public notifications, moving equipment to the job site and all incidentals required to complete the work. The storage yard may also be used as a temporary storage for excavated materials, and traffic control items.

Payment for Mobilization shall be paid for at the contract LUMP SUM (LS) price bid and shall be payable as follows, for each payment upon approval of the 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.

The maximum price for this bid item **shall not exceed 5 percent (5%)** of the total contract price at the time of award. No additional compensation will be allowed therefore.

Bid Item 2 – Traffic & Pedestrian Control, Construction Phasing, Public Convenience & Safety

Full compensation for the requirements of Traffic & Pedestrian Control, Construction Phasing, Public Convenience & Safety will be paid for at the **contract LUMP SUM (LS) price bid**, and shall include all labor, tools, equipment, materials and incidentals necessary to provide measures to protect and maintain traffic and pedestrians, twenty-four (24) hours per day during the life of the Contract, including preparation and processing of a traffic and pedestrian control and construction phasing plans for City approval prior to the start of construction, temporary AC walks, ramps and pavement, detours, the furnishing of such personnel, flaggers, traffic control supervisor, including the furnishing of daily records of traffic control activities, barricades, four (4) portable changeable message signs (PCMS), temporary pavement markings and striping (paint and tape), barrier rails, non-climb fencing, flashers, bridges, plates, furnishing and installing signs and all other incidentals required to complete the work as may be required to ensure the safety of the traveling public and pedestrians in accordance with these Special Provisions. A traffic and pedestrian control plan for each phase of construction must be submitted and approved prior to commencing any work in that phase of the construction. No additional compensation will be allowed therefore. No additional compensation will be allowed therefore.

Progress payments shall be pro-rated in proportion to the total value of work completed to date as a function of the total awarded contract amount.

Bid Item 3 – Storm Water Pollution Prevention Plan & BMP's

Full compensation for the requirements of Storm Water Pollution Prevention Plan & BMP's preparation and implementation will be paid for at the **contract LUMP SUM (LS) price bid**, and shall include all labor, tools, equipment, materials, sweeping with a self-propelled mechanical mobile sweeper and all incidentals necessary to prepare and process the SWPPP for approval by the City Engineer, and to implement and maintain measures to prevent storm water pollution within the project limits, twenty-four (24) hours per day during the life of the Contract. A SWPPP must be submitted, approved and implemented prior to commencing any work. No additional compensation will be allowed therefore.

Bid Item 4– Construction Survey, Staking and Pre & Post Construction Monumentation

Full compensation for the requirements of Construction Survey, Staking and Pre & Post Construction Monumentation, will be paid for at the **contract LUMP SUM (LS) price bid**, and shall include all labor, tools, equipment, materials, fees and incidentals, including, not limited to, all field surveying and construction staking necessary to establish and conform to plan lines and limits, establish grades, match to existing conditions, and otherwise lay out the work as necessary for construction; Final Grade Certification of new PCC curb & gutter and/or curb forms: inspect for the presence of and recover all survey monuments within the project limits, prior to construction and establish/set tie points and coordinates; file pre-construction corner records, as required by law; all field surveying necessary to re-establish all centerline ties and monuments after construction; file post-construction corner records, record of survey, and maps, as required by law including County fees and provide the City with copies of all survey documentation and maps and all other incidentals necessary to complete this work as described herein. All survey services shall be done by a Professional Land Surveyor or a Professional Civil Engineer authorized and licensed to practice land surveying within the State of California. No additional compensation will be allowed therefore.

<u>Bid Item 5</u> – Sawcut & Remove Ex. as Shown on Plans & Construct PCC Curb Ramps per Appendix II, Sheets 1 & 2 of Plans and SPPWC Std. Plan No. 111-5 (Case, Type per Plan) with Retaining Curb with Transition Sidewalk per SPPWC Std. Plan 112-2 with "Red Brick" Detectable Warning Devices per Federal & State ADA Guidelines, Including new PCC Cross Gutter with Monolithic Curb per SPPWC Std. Plan No. 122-3, AC Slot Paving, 2" AC over 6" DGAC over Native Roadway Pavement, Traffic Signing, Thermoplastic Striping, Markings & Curb Painting, per Plan

Full compensation for the requirements of "Sawcut & Remove Ex. as Shown on Plans & Construct PCC Curb Ramps per **Appendix II, Sheets 1 & 2 of Plans** and SPPWC Std. Plan No. 111-5 (Case, Type per Plan) with Retaining Curb &with Transition Sidewalk per SPPWC Std. Plan 112-2 with "Red Brick" Detectable Warning Devices per Federal & State ADA Guidelines, Including new PCC Cross Gutter with Monolithic Curb per SPPWC Std. Plan No. 122-3, AC Slot Paving, 2" AC over 6" DGAC over Native Roadway Pavement, Thermoplastic Traffic Striping, Markings & Curb Painting, per Plan", will be paid for at the **contract LUMP SUM (LS) price bid** for all new 4" P.C.C. Curb Ramps constructed in place per SPPWC Standard Plan No. 111-5 (Case & Type per Plan), and shall include full compensation for furnishing all labor, equipment, and materials for sawcut, removal, and disposal of existing PCC, AC and miscellaneous improvements, including removing and extending existing planter and replanting planter in kind as directed by the Engineer, protection and/or replacement and restoration of all existing drains and private or public irrigation systems, excavation, subgrade preparation, compaction (95% relative compaction), root trimming & removal as authorized by the City Arborist, all forms, finishing, new 4" thick P.C.C. ramp, new 4" thick PCC sidewalk, new 8" thick PCC cross gutter and monolithic curb, AC slot paving and AC over DGAC roadway pavement over native (95% compaction) as shown on Sheet 1 & 2 of Plans in Appendix II of these Specifications, tack coat, dowels, grooving, water valve can and cover and utility adjustments to grade, restoring form areas, installation of detectable warning surfaces (wet cast) per Federal ADA and manufacturer's requirements, all traffic thermoplastic striping, markings and curb painting, and all other appurtenant work not specifically described in any other item of the Special Provisions, complete and in place, as specified or requested by the Engineer. New 4" thick PCC sidewalk shall conform to SPPWC Standard Plan No. 112-2. New 8" thick PCC cross gutter and monolithic curb shall conform to SPPWC Standard Plan No. 122-3. AC 2" surface course roadway pavement shall be Type C2 PG 64-10 and 6" base course for roadway and slot paving shall be Dense Graded Asphalt Concrete (DGAC) Type B PG 64-10. Slot paving shall be 2'wide and 8" deep, per details on Plans. Traffic Signing, Thermoplastic Striping, Markings, RPM's and curb painting shall include all labor, tools, equipment, materials and incidentals required to replace all existing traffic signing, striping pavement marking, raised pavement markers and curb painting damaged by construction, including but not limited to installing new signs, new posts (when applicable), mounting hardware to install signs on street light poles (when applicable), water blasting and removal of existing striping, installation of new thermoplastic striping and pavement legends, RPM's, and painting of all red curbs with 2-coats of paint, and as directed by the Engineer. Wherever a utility boxes or conduit, not covered by a separate bid item, exist in the new curb ramp, the utility box and conduit shall be adjusted to the curb ramp and sidewalk grades and the adjustment shall be included in the unit price bid per each for curb ramp. No additional compensation will be allowed therefore.

<u>Bid Item 6</u> – Sawcut & Remove Ex. as Shown on Plans & Construct PCC Curb Ramps per Appendix II, Sheets 1 & 3 of Plans and SPPWC Std. Plan No. 111-5 (Case, Type per Plan), with Retaining Curb with Transition Sidewalk per SPPWC Std. Plan 112-2 with "Red Brick" Detectable Warning Devices per Federal & State ADA Guidelines Including new PCC Curb & Gutter, Sidewalk, 2" AC over 6" DGAC over Native Roadway Pavement, AC Slot Paving, Traffic Signing, Thermoplastic Striping, Markings & Curb Painting, per Plan

Full compensation for the requirements of "Sawcut & Remove Ex. as Shown on Plans & Construct PCC Curb Ramps per **Appendix II, Sheets 1 & 3 of Plans** and SPPWC Std. Plan No. 111-5 (Case, Type per Plan), with Retaining Curb with Transition Sidewalk per SPPWC Std. Plan 112-2 with "Red Brick" Detectable Warning Devices per Federal & State ADA Guidelines Including new PCC Curb & Gutter, Sidewalk, 2" AC over 6" DGAC over Native Roadway Pavement, AC Slot Paving, Traffic Signing, Thermoplastic Striping, Markings & Curb Painting, per Plan", will be paid for at the **contract LUMP SUM (LS) price bid** for all new 4" P.C.C. Curb Ramps constructed in place per SPPWC Standard Plan No. 111-5 (Case & Type per Plan), and shall include full compensation for furnishing all labor, equipment, and materials for sawcut, removal, and disposal of existing PCC, AC, Brick and miscellaneous improvements, including extending planter and replanting planter in kind as directed by the Engineer, protection and/or replacement and restoration of all existing drains and private or public irrigation systems, excavation, subgrade preparation, compaction (95% relative compaction), root trimming & removal as authorized by the City Arborist, all forms, finishing, new 4" thick P.C.C. ramp, new 4" thick PCC sidewalk, new PCC curb and gutter, and AC slot paving, and AC over DGAC roadway pavement over native (95% compaction) as shown on Sheet 1 & 3 of Plans in Appendix II of these Specifications, tack coat, grooving, water valve & utility adjustments, restoring form areas, installation of detectable warning surfaces (wet cast) per Federal ADA and manufacturer's requirements, all traffic signing, thermoplastic striping, markings, RPM's and curb painting, and all other appurtenant work not specifically described in any other item of the Special Provisions, complete and in place, as specified or requested by the Engineer. New PCC curb and curb & gutter shall conform to SPPWC Standard Plan No. 120-3, Type A2-8, with variable curb face and gutter width per plan (where applicable) to match existing improvements, as directed by the Engineer. New 4" thick PCC sidewalk shall conform to SPPWC Standard Plan No. 113-2 with 6" crushed miscellaneous base under new sidewalk. AC for 2" thick surface course pavement shall be Type C2 PG 64-10 and 6" thick base course for roadway and slot paving shall be Dense Graded Asphalt Concrete (DGAC) Type B PG 64-10. Slot paving shall be 2'wide and 8" deep, per details on Plans. Traffic Signing, Thermoplastic Striping, Markings, RPM's and curb painting shall include all labor, tools, equipment, materials and incidentals required to replace all existing traffic signing, striping pavement marking, raised pavement markers (RPM's) and curb painting damaged by construction, including but not limited to installing new signs, new posts (when applicable), mounting hardware to install signs on street light poles (when applicable), water blasting and removal of existing striping, installation of new thermoplastic striping and pavement legends, RPM's, and painting of all red curbs with 2-coats of paint, and as directed by the Engineer in conformance with Caltrans and MUTCD standards and requirements. Wherever a utility boxes or conduit, not covered by a separate bid item, exist in the new curb ramp, the utility box and conduit shall be adjusted to the curb ramp and sidewalk grades and the adjustment shall be included in the unit price bid per each for curb ramp. No additional compensation will be allowed therefore.

Bid Item 7 – Sawcut & Remove Ex. as Shown on Plans & Construct PCC Curb Ramps per Appendix II, Sheets 1 and 4 of Plans and SPPWC Std. Plan No. 111-5 (Case, Type per Plan) with Retaining Curb with Transition Sidewalk per SPPWC Std. Plan 112-2 with "Red Brick" Detectable Warning Devices per Federal & State ADA Guidelines, Including new PCC Curb, Sidewalk, AC Slot Paving, Traffic Signing, Thermoplastic Striping & Markings per Plan

Full compensation for the requirements of "Sawcut & Remove Ex. as Shown on Plans & Construct PCC Curb Ramps per **Appendix II, Sheets 1 and 4 of Plans** and SPPWC Std. Plan No. 111-5 (Case, Type per Plan) with Retaining Curb with Transition Sidewalk per SPPWC Std. Plan 112-2 with "Red Brick" Detectable Warning Devices per Federal & State ADA Guidelines, Including new PCC Curb, Sidewalk, AC Slot Paving, Traffic Signing, Thermoplastic Striping & Markings per Plan", will be paid for at the **contract LUMP SUM (LS) price bid** for all new 4" P.C.C. Curb Ramps constructed in place per SPPWC Standard Plan No. 111-5 (Case & Type per Plan), and shall include full compensation for furnishing all labor, equipment, and materials for sawcut, removal, and disposal of existing PCC, AC and miscellaneous improvements, including protection and/or replacement and restoration of all existing drains and private or public irrigation systems, excavation, subgrade preparation, compaction (95% relative compaction), root trimming & removal as authorized by the City Arborist, all forms, new 4" thick P.C.C. ramp, new 4" thick PCC sidewalk, new PCC curb and DGAC slot paving improvements as shown on Sheets 1 & 4 of Plans in Appendix II of these Specifications, tack coat, grooving, utility adjustments, restoring form areas, installation of detectable warning surfaces (wet cast) per Federal ADA and manufacturer's requirements, all traffic signing, thermoplastic striping, markings, RPM's and curb painting, and all other appurtenant work not specifically described in any other item of the Special Provisions, complete and in place, as specified or requested by the Engineer. New PCC curb shall conform to SPPWC Standard Plan No. 120-3, Type A1-8, modified to variable curb face (where applicable) to match existing improvements, as directed by the Engineer. New 4" thick PCC sidewalk shall conform to SPPWC Standard Plan No. 112-2. AC for slot paving shall be Dense Graded Asphalt Concrete (DGAC) Type B PG 64-10. Slot paving shall be 2'wide and 8" deep, per details on Plans. Traffic Signing, Thermoplastic Striping, Markings, RPM's and curb painting shall include all labor, tools, equipment, materials and incidentals required to replace all existing traffic signing, striping pavement marking, raised pavement markers and curb painting damaged by construction, including but not limited to installing new signs, new posts (when applicable), mounting hardware to install signs on street light poles (when applicable), water blasting and removal of existing striping, installation of new thermoplastic striping and pavement legends, RPM's, and painting of all red curbs with 2-coats of paint, and as directed by the Engineer. Wherever a utility boxes or conduit, not covered by a separate bid item, exist in the new curb ramp, the utility box and conduit shall be adjusted to the curb ramp and sidewalk grades and the adjustment shall be included in the unit price bid per each for curb ramp. No additional compensation will be allowed therefore.

Bid Item 8 – Sawcut & Remove Ex. as Shown on Plans & Construct PCC Curb Ramps per Appendix II, Sheets 1 and 5 of Plans and SPPWC Std. Plan No. 111-5 (Case, Type per Plan) with Retaining Curb with Transition Sidewalk per SPPWC Std. Plan 112-2 with "Red Brick" Detectable Warning Devices per Federal & State ADA Guidelines, Including new PCC Curb, Sidewalk, Local Depression, AC Slot Paving, Traffic Signing, Thermoplastic Striping, Markings & Curb Painting per Plan

Full compensation for the requirements of "Sawcut & Remove Ex. as Shown on Plans & Construct PCC Curb Ramps per **Appendix II, Sheets 1 and 5 of Plans** and SPPWC Std. Plan No. 111-5 (Case, Type per Plan) with Retaining Curb with Transition Sidewalk per SPPWC Std. Plan 112-2 with "Red Brick" Detectable Warning Devices per Federal & State ADA Guidelines, Including new PCC Curb, Sidewalk, Local Depression, AC Slot Paving, Traffic Signing, Thermoplastic Striping, Markings & Curb Painting per Plan", will be paid for at the **contract LUMP SUM (LS) price bid** for all new 4" P.C.C. Curb Ramps constructed in place per SPPWC Standard Plan No. 111-5 (Case & Type per Plan), and shall include full compensation for furnishing all labor, equipment, and materials for sawcut, removal, and disposal of existing PCC, AC and miscellaneous improvements, including protection and/or replacement and restoration of all existing drains and private or public irrigation systems, excavation, subgrade preparation, compaction (95% relative compaction), root trimming & removal as authorized by the City Arborist, all forms, new 4" thick P.C.C. ramp, new 4" thick PCC sidewalk, new PCC curb, new PCC local depression and DGAC slot paving improvements as shown on Sheets 1 & 5 of Plans in Appendix II of these Specifications, tack coat, grooving, utility adjustments, restoring form areas, installation of detectable warning surfaces (wet cast) per Federal ADA and manufacturer's requirements, all traffic signing, thermoplastic striping, markings, RPM's and curb painting, and all other appurtenant work not specifically described in any other item of the Special Provisions, complete and in place, as specified or requested by the Engineer. New PCC curb shall conform to SPPWC Standard Plan No. 120-3, Type A1-8, modified to variable curb face (where applicable) to match existing improvements, as directed by the Engineer. New 4" thick PCC sidewalk shall conform to SPPWC Standard Plan No. 112-2. New 8" thick PCC local depression shall conform to SPPWC Standard Plan No. 313-4, modified to match existing improvements. AC for slot paving shall be Dense Graded Asphalt Concrete (DGAC) Type B PG 64-10. Slot paving shall be 2'wide and 8" deep, per details on Plans. Traffic Signing, Thermoplastic Striping, Markings, RPM's and curb painting shall include all labor, tools, equipment, materials and incidentals required to replace all existing traffic signing, striping pavement marking, raised pavement markers and curb painting damaged by construction, including but not limited to installing new signs, new posts (when applicable), mounting hardware to install signs on street light poles (when applicable), water blasting and removal of existing striping, installation of new thermoplastic striping and pavement legends, RPM's, and painting of all red curbs with 2-coats of paint, and as directed by the Engineer. Wherever a utility boxes or conduit, not covered by a separate bid item, exist in the new curb ramp, the utility box and conduit shall be adjusted to the curb ramp and sidewalk grades and the adjustment shall be included in the unit price bid per each for curb ramp. No additional compensation will be allowed therefore.

Bid Item 9 – Sawcut & Remove Ex. as Shown on Plans & Construct PCC Curb Ramps per Appendix II, Sheets 1 and 6 of Plans and SPPWC Std. Plan No. 111-5 (Case, Type per Plan) with Retaining Curb with Transition Sidewalk per SPPWC Std. Plan 112-2 with "Red Brick" Detectable Warning Devices per Federal & State ADA Guidelines, Including new PCC Curb, Sidewalk, AC Slot Paving, Traffic Signing, Thermoplastic Striping & Markings per Plan

Full compensation for the requirements of "Sawcut & Remove Ex. as Shown on Plans & Construct PCC Curb Ramps per **Appendix II, Sheets 1 and 6 of Plans** and SPPWC Std. Plan No. 111-5 (Case, Type per Plan) with Retaining Curb with Transition Sidewalk per SPPWC Std. Plan 112-2 with "Red Brick" Detectable Warning Devices per Federal & State ADA Guidelines, Including new PCC Curb, Sidewalk, AC Slot Paving, Traffic Signing, Thermoplastic Striping & Markings per Plan", will be paid for at the **contract LUMP SUM (LS) price bid** for all new 4" P.C.C. Curb Ramps constructed in place per SPPWC Standard Plan No. 111-5 (Case & Type per Plan), and shall include full compensation for furnishing all labor, equipment, and materials for sawcut, removal, and disposal of existing PCC, AC and miscellaneous improvements, including protection and/or replacement and restoration of all existing drains and private or public irrigation systems, excavation, subgrade preparation, compaction (95% relative compaction), root trimming & removal as authorized by the City Arborist, all forms, new 4" thick P.C.C. ramp, new 4" thick PCC sidewalk, new PCC curb and DGAC slot paving improvements as shown on Sheets 1 & 6 of Plans in Appendix II of these Specifications, tack coat, grooving, utility adjustments, restoring form areas, installation of detectable warning surfaces (wet cast) per Federal ADA and manufacturer's requirements, all traffic signing, thermoplastic striping, markings, RPM's and curb painting, and all other appurtenant work not specifically described in any other item of the Special Provisions, complete and in place, as specified or requested by the Engineer. New PCC curb shall conform to SPPWC Standard Plan No. 120-3, Type A1-8, modified to variable curb face (where applicable) to match existing improvements, as directed by the Engineer. New 4" thick PCC sidewalk shall conform to SPPWC Standard Plan No. 112-2. AC for slot paving shall be Dense Graded Asphalt Concrete (DGAC) Type B PG 64-10. Slot paving shall be 2'wide and 8" deep, per details on Plans. Traffic Signing, Thermoplastic Striping, Markings, RPM's and curb painting shall include all labor, tools, equipment, materials and incidentals required to replace all existing traffic signing, striping pavement marking, raised pavement markers and curb painting damaged by construction, including but not limited to installing new signs, new posts (when applicable), mounting hardware to install signs on street light poles (when applicable), water blasting and removal of existing striping, installation of new thermoplastic striping and pavement legends, RPM's, and painting of all red curbs with 2-coats of paint, and as directed by the Engineer. Wherever a utility boxes or conduit, not covered by a separate bid item, exist in the new curb ramp, the utility box and conduit shall be adjusted to the curb ramp and sidewalk grades and the adjustment shall be included in the unit price bid per each for curb ramp. No additional compensation will be allowed therefore.

<u>Bid Item 10</u> – Sawcut & Remove Ex. and Construct PCC Curb Ramps per Appendix II, Sheets 1 and 7 of Plans and SPPWC Std. Plan No. 111-5 (Case, Type per Plan) with Retaining Curb with Transition Sidewalk per SPPWC Std. Plan 112-2 with "Red Brick" Detectable Warning Devices per Federal & State ADA Guidelines, Including new PCC Curb & Gutter, Sidewalk, AC Slot Paving, Traffic Signing, Thermoplastic Striping, Markings & Curb Painting, New 1" Water Meter & Service, & Water Valve Adjustment to Grade, per Plan

Full compensation for the requirements of "Sawcut & Remove Ex. and Construct PCC Curb Ramps per **Appendix II, Sheets 1 and 7 of Plans** and SPPWC Std. Plan No. 111-5 (Case, Type per Plan) with Retaining Curb with Transition Sidewalk per SPPWC Std. Plan 112-2 with "Red Brick" Detectable Warning Devices per Federal & State ADA Guidelines, Including new PCC Curb & Gutter, Sidewalk, AC Slot Paving, Traffic Signing, Thermoplastic Striping, Markings, RPM's & Curb Painting, New 1" Water Meter & Service, & Water Valve Adjustment to Grade, per Plan", will be paid for at the **contract LUMP SUM (LS) price bid** for all new 4" P.C.C. Curb Ramps constructed in place per SPPWC Standard Plan No. 111-5 (Case & Type per Plan), and shall include full compensation for furnishing all labor, equipment, and materials for sawcut, removal, and disposal of existing PCC, AC and miscellaneous improvements, including extending planter and replanting planter in kind as directed by the Engineer, protection and miscellaneous improvements, including protection and/or replacement and restoration of all existing drains and private or public irrigation systems, excavation, subgrade preparation, compaction (95% relative compaction), root trimming & removal as authorized by the City Arborist, all forms, new 4" thick P.C.C. ramp, new 4" thick PCC sidewalk, new PCC curb and gutter, and DGAC slot paving improvements as shown on Sheets 1 and 7 of Plans in Appendix II of these Specifications, tack coat, grooving, utility adjustments, restoring form areas, installation of detectable warning surfaces (wet cast) per Federal ADA and manufacturer's requirements, all traffic signing, thermoplastic striping, markings, RPM's and curb painting, and all other appurtenant work not specifically described in any other item of the Special Provisions, complete and in place, as specified or requested by the Engineer. New PCC curb and curb & gutter shall conform to SPPWC Standard Plan No. 120-3, Type A2-8, with variable curb face and variable gutter width (where applicable) to match existing improvements, as directed by the Engineer. New 4" thick PCC sidewalk shall conform to SPPWC Standard Plan No. 112-2. AC for slot paving shall be Dense Graded Asphalt Concrete (DGAC) Type B PG 64-10. Slot paving shall be 2'wide and 8" deep, per details on Plans. Traffic Signing, Thermoplastic Striping, Markings, RPM's and curb painting shall include all labor, tools, equipment, materials and incidentals required to replace all existing traffic signing, striping pavement marking, raised pavement markers and curb painting damaged by construction, including but not limited to installing new signs, new posts in kind (when applicable), mounting hardware to install signs on street light poles (when applicable), water blasting and removal of existing striping, installation of new thermoplastic striping and pavement legends, RPM's, and painting of all red curbs with 2-coats of paint, and as directed by the Engineer. New 1" water meter and service, and connection to existing water service, shall conform to LACWD Std. Plan W-5 (modified per Appendix III). Existing water valve can and cover shall be adjusted to finished grade in conformance with LACWD Std. Plan W-15. Wherever a utility boxes or conduit, not covered by a separate bid item, exist in the new curb ramp, the utility box and conduit shall be adjusted to the curb ramp and sidewalk grades and the adjustment shall be included in the unit price bid per each for curb ramp. No additional compensation will be allowed therefore.

<u>Bid Item 11</u> – Sawcut & Remove Ex. and Construct PCC Curb Ramp per SPPWC Std. Plan No. 111-5, with Retaining Curb & Detectable Warning Devices per Federal & State ADA Guidelines at Meridian Avenue & Maple Street Intersection, including new PCC Curb, Curb & Gutter, Sidewalk, Local Depression, AC Slot Paving, Traffic Signing, Thermoplastic Striping, Markings, RPM's & Curb Painting, BCR to ECR

Full compensation for the requirements of "Sawcut & Remove Ex. and Construct PCC Curb Ramp per SPPWC Std. Plan No. 111-5, with Retaining Curb & Detectable Warning Devices per Federal & State ADA Guidelines at **Meridian Avenue & Maple Street Intersection**, including new PCC Curb, Curb & Gutter, Sidewalk, Local Depression, AC Slot Paving, Traffic Signing, Thermoplastic Striping, Markings, RPM's & Curb Painting, BCR to ECR", will be paid for at the **contract unit price bid per EACH (EA)** new 4" P.C.C. Curb Ramp constructed in place per SPPWC Standard Plan No. 111-5, in conformance with Federal and State ADA Guidelines, and shall include full compensation for furnishing all labor, equipment, and materials for sawcut, removal, and disposal of existing PCC, AC and miscellaneous improvements, including protection and/or replacement and restoration of all existing drains and private or public irrigation systems, excavation, subgrade preparation, compaction (95% relative compaction), root trimming & removal as authorized by the City Arborist, dowels, tack coat, all forms, new 4" thick P.C.C. ramp, new 4" thick PCC sidewalk, new PCC Curb, new PCC curb and gutter, new 8" thick PCC local depression and AC slot paving improvements, located at the intersection of Meridian Avenue & Maple Street, grooving, utility adjustments, restoring form areas, installation of detectable warning surfaces (wet cast) per Federal ADA and manufacturer's requirements, all traffic signing, thermoplastic striping, markings, RPM's and curb painting, and all other appurtenant work not specifically described in any other item of the Special Provisions, complete and in place, as specified or requested by the Engineer. New PCC curb and curb & gutter shall conform to SPPWC Standard Plan No. 120-3, with variable curb face and variable gutter width (where applicable) to match existing improvements, as directed by the Engineer. New 4" thick PCC sidewalk shall conform to SPPWC Standard Plan No. 112-2. New 8" thick PCC local depression shall conform to SPPWC Standard Plan No. 313-4, to match existing improvements. AC for slot paving shall be Dense Graded Asphalt Concrete (DGAC) Type B PG 64-10. Slot paving shall be 2'wide and 8" deep, per details on Plans. Traffic Signing, Thermoplastic Striping, Markings, RPM's and curb painting shall include all labor, tools, equipment, materials and incidentals required to replace all existing traffic signing, striping pavement marking, raised pavement markers and curb painting damaged by construction, including but not limited to installing new signs, new posts (when applicable), mounting hardware to install signs on street light poles (when applicable), water blasting and removal of existing striping, installation of new thermoplastic striping and pavement legends, RPM's, and painting of all red curbs with 2-coats of paint, and as directed by the Engineer. Existing crosswalk shall be replaced with **new thermoplastic continental crosswalk (W=10', color to match existing conditions)** in conformance with Caltrans and MUTCD Figure 3B-17(CA), standards and requirements. Wherever a utility boxes or conduit, not covered by a separate bid item, exist in the new curb ramp, the utility box and conduit shall be adjusted to the curb ramp and sidewalk grades and the adjustment shall be included in the unit price bid per each for curb ramp. Limits of work shall include all required improvements between BCR and ECR of the existing curb returns at the Northeast and Southeast corners of this intersection and within ten (10') feet of the top of new ramp flare on the Northwest side of this intersection at the existing crosswalk location. No additional compensation will be allowed therefore.

<u>Bid Item 12</u> – Sawcut & Remove Ex. and Construct PCC Curb Ramp per SPPWC Std. Plan No. 111-5, with Retaining Curb & Detectable Warning Devices per Federal & State ADA Guidelines at Meridian Avenue & Beech Street Intersection, including new PCC Curb, Curb & Gutter, Sidewalk, Local Depression, AC Slot Paving, Traffic Signing, Thermoplastic Striping, Markings, RPM's & Curb Painting, BCR to ECR

Full compensation for the requirements of "Sawcut & Remove Ex. and Construct PCC Curb Ramp per SPPWC Std. Plan No. 111-5, with Retaining Curb & Detectable Warning Devices per Federal & State ADA Guidelines at **Meridian Avenue & Beech Street Intersection**, including new PCC Curb, Curb & Gutter, Sidewalk, Local Depression, and AC Slot Paving, Traffic Signing, Thermoplastic Striping, Markings, RPM's & Curb Painting, BCR to ECR", will be paid for at the **contract unit price bid per EACH (EA)** new 4" P.C.C. Curb Ramp constructed in place per SPPWC Standard Plan No. 111-5, in conformance with Federal and State ADA Guidelines, and shall include full compensation for furnishing all labor, equipment, and materials for sawcut, removal, and disposal of existing PCC, AC and miscellaneous improvements, including protection and/or replacement and restoration of all existing drains and private or public irrigation systems, excavation, subgrade preparation, compaction (95% relative compaction), root trimming & removal as authorized by the City Arborist, dowels, tack coat, all forms, new 4" thick P.C.C. ramp, new 4" thick PCC sidewalk, new PCC Curb, new PCC curb and gutter, new 8" thick PCC local depression and AC slot paving improvements, located at the intersection of Meridian Avenue & Beech Street, grooving, utility adjustments, restoring form areas, installation of detectable warning surfaces (wet cast) per Federal ADA and manufacturer's requirements, all traffic signing, thermoplastic striping, markings, RPM's and curb painting, and all other appurtenant work not specifically described in any other item of the Special Provisions, complete and in place, as specified or requested by the Engineer. New PCC curb and curb & gutter shall conform to SPPWC Standard Plan No. 120-3, with variable curb face and variable gutter width (where applicable) to match existing improvements, as directed by the Engineer. New 4" thick PCC sidewalk shall conform to SPPWC Standard Plan No. 112-2. New 8" thick PCC local depression shall conform to SPPWC Standard Plan No. 313-4, to match existing improvements. AC for slot paving shall be Dense Graded Asphalt Concrete (DGAC) Type B PG 64-10. Slot paving shall be 2'wide and 8" deep, per details on Plans. Traffic Signing, Thermoplastic Striping, Markings, RPM's and curb painting shall include all labor, tools, equipment, materials and incidentals required to replace all existing traffic signing, striping pavement marking, raised pavement markers and curb painting damaged by construction, including but not limited to installing new signs, new posts (when applicable), mounting hardware to install signs on street light poles (when applicable), water blasting and removal of existing striping, installation of new thermoplastic striping and pavement legends, RPM's, and painting of all red curbs with 2-coats of paint, and as directed by the Engineer. Wherever a utility boxes or conduit, not covered by a separate bid item, exist in the new curb ramp, the utility box and conduit shall be adjusted to the curb ramp and sidewalk grades and the adjustment shall be included in the unit price bid per each for curb ramp. Limits of work shall include all required improvements between BCR and ECR of the existing curb returns at the Northeast and Southeast corners of this intersection. No additional compensation will be allowed therefore.

<u>Bid Item 13</u> – Sawcut & Remove Ex. and Construct PCC Curb Ramp per SPPWC Std. Plan No. 111-5, with Retaining Curb & Detectable Warning Devices per Federal & State ADA Guidelines at Meridian Avenue & Bank Street Intersection, including new PCC Curb, Curb & Gutter, Sidewalk, Cross Gutter, AC Slot Paving, Traffic Signing, Thermoplastic Striping, Markings, RPM's & Curb Painting, BCR to ECR

Full compensation for the requirements of "Sawcut & Remove Ex. and Construct PCC Curb Ramp per SPPWC Std. Plan No. 111-5, with Retaining Curb & Detectable Warning Devices per Federal & State ADA Guidelines at **Meridian Avenue & Bank Street Intersection**, including new PCC Curb, Curb & Gutter, Sidewalk, Cross Gutter and AC Slot Paving, Traffic Signing, Thermoplastic Striping, Markings, RPM's & Curb Painting, BCR to ECR", will be paid for at the **contract unit price bid per EACH (EA)** new 4" P.C.C. Curb Ramp constructed in place per SPPWC Standard Plan No. 111-5, in conformance with Federal and State ADA Guidelines, and shall include full compensation for furnishing all labor, equipment, and materials for sawcut, removal, and disposal of existing PCC, AC and miscellaneous improvements, including protection and/or replacement and restoration of all existing drains and private or public irrigation systems, excavation, subgrade preparation, root trimming & removal as authorized by the City Arborist, compaction (95% relative compaction), dowels, tack coat, all forms, new 4" thick P.C.C. ramp, new 4" thick PCC sidewalk, new PCC Curb, new PCC curb and gutter, new 8" thick PCC cross gutter and AC slot paving improvements, located at the intersection of Meridian Avenue & Bank Street, grooving, utility adjustments, restoring form areas, installation of detectable warning surfaces (wet cast) per Federal ADA and manufacturer's requirements, all traffic signing, thermoplastic striping, markings, RPM's and curb painting, and all other appurtenant work not specifically described in any other item of the Special Provisions, complete and in place, as specified or requested by the Engineer. New PCC curb and curb & gutter shall conform to SPPWC Standard Plan No. 120-3, with variable curb face and variable gutter width (where applicable) to match existing improvements, as directed by the Engineer. New 4" thick PCC sidewalk shall conform to SPPWC Standard Plan No. 112-2. New 8" thick PCC cross gutter shall conform to SPPWC Standard Plan No. 122-3, to match existing improvements. AC for 2" thick slot paving surface course shall be Type C2 PG 64-10 and 6" thick base course for slot paving shall be Dense Graded Asphalt Concrete (DGAC) Type B PG 64-10. Slot paving shall be 2'wide and 8" deep, per details on Plans. Traffic Signing, Thermoplastic Striping, Markings, RPM's and curb painting shall include all labor, tools, equipment, materials and incidentals required to replace all existing traffic signing, striping pavement marking, raised pavement markers and curb painting damaged by construction, including but not limited to installing new signs, new posts (when applicable), mounting hardware to install signs on street light poles (when applicable), water blasting and removal of existing striping, installation of new thermoplastic striping and pavement legends, RPM's, and painting of all red curbs with 2-coats of paint, and as directed by the Engineer. Existing crosswalk shall be replaced with **new thermoplastic continental crosswalk (W=10', color to match existing conditions)** in conformance with Caltrans and MUTCD Figure 3B-17(CA), standards and requirements. Wherever a utility boxes or conduit, not covered by a separate bid item, exist in the new curb ramp, the utility box and conduit shall be adjusted to the curb ramp and sidewalk grades and the adjustment shall be included in the unit price bid per each for curb ramp. Limits of work shall include all required improvements between BCR and ECR of the existing curb returns at the Northwest and Southwest corners of this intersection and within ten (10') feet of the top of new ramp flare on the Southeast side of intersection at the existing crosswalk location. No additional compensation will be allowed therefore.

Bid Item 14 – Sawcut & Remove Ex. and Construct 2" AC (Type C2 PG 64-10) over 6" Dense Graded Asphalt Concrete (DGAC) Pavement (Type B PG 64-10) over Native (95% Relative Compaction), as Directed by the Engineer

Full compensation for the requirements of "Sawcut & Remove Ex. and Construct 2" AC (Type C2 PG 64-10) over 6" Dense Graded Asphalt Concrete (DGAC) Pavement (Type B PG 64-10) over Native (95% Relative Compaction), as Directed by the Engineer", will be paid for at the **contract unit price bid per SQUARE FOOT (SF),** and shall include sawcut, removal and disposal of existing improvements, excavation, grading, utility adjustments, root trimming & removal as authorized by the City Arborist and all AC surface course and DGAC base course pavement required to reconstruct additional roadway areas, as directed by the Engineer. The unit price bid shall include subgrade and surface preparation, tack coat, compaction, and all labor, tools, material, equipment and incidentals required to complete the work, **as authorized and directed by the Engineer**. No additional compensation will be allowed.

Payment for the requirements of Asphalt Concrete for Slot Paving and AC over DGAC roadway pavement as shown on the Plans in Appendix II, is not included in this item above, and shall be included in the contract unit prices bid for the various items of work involved. No additional compensation will be allowed therefore.

Temporary asphalt concrete work where required by the Engineer for traffic and pedestrian control or other purposes shall be considered included in the contract LUMP SUM price bid for Traffic & Pedestrian Control, Construction Phasing & Public Convenience & Safety**,** and no additional compensation will be allowed.

Bid Item 15 – Sawcut & Remove Ex. and Construct 4" PCC Sidewalk per SPPWC Std. Plan No. 113-2, over 6" CMB, as Directed by the Engineer

Full compensation for the requirements of "Sawcut & Remove Ex. and Construct 4" P.C.C. Sidewalk per SPPWC Std. Plan No. 113-2, over 6" CMB, as directed by the Engineer", will be paid for at the **contract unit price bid per SQUARE FOOT (SF)**, **as directed by the Engineer**, and shall include full compensation for furnishing all labor, equipment, and materials for sawcut, removal & disposal of existing miscellaneous improvements, excavation, root trimming & removal as authorized by the City Arborist, protection and/or replacement of all existing drains, subgrade preparation, forms, P.C.C. and under sidewalk drain improvements, finishing, utility adjustments, restoring form areas, and all other appurtenant work not specifically described in any other item of the Special Provisions, complete and in place, as specified or requested by the Engineer. Wherever a utility boxes or conduit, not covered by a separate bid item, exist in the new sidewalk, the utility box and conduit shall be adjusted to the finished sidewalk grades and the adjustment shall be included in the unit price bid per square foot for sidewalk. No additional compensation shall be allowed.

Payment for the requirements of New 4" PCC Sidewalk as shown on the Plans in Appendix II, is not included in this item above, and shall be included in the contract unit prices bid for the various items of work involved. No additional compensation will be allowed therefore.

<u>Bid Item 16</u> – Sawcut & Remove Ex. and Construct P.C.C. Curb and Gutter per SPPWC Std. Plan No. 120-3, Type A2-8(200) (Modified to Variable Curb Face & W), as Directed by the Engineer

Full compensation for the requirements of 'Sawcut & Remove Ex. and Construct P.C.C. Curb and Gutter per SPPWC Std. Plan No. 120-3, Type A2-8(200)(Modified Variable Curb Face & W), as directed by the Engineer", will be paid for at the **contract unit price bid per LINEAL FOOT (LF), as directed by the Engineer,** and shall include full compensation for furnishing all labor, equipment, and materials for sawcut, removal & disposal of existing miscellaneous improvements, excavation, root trimming & removal as authorized by the City Arborist, subgrade preparation, forms, P.C.C. improvements, backfilling behind curb and gutter, protection and/or replacement of all existing drains, restoring form areas and all other appurtenant work not specifically described in any other item of the Special Provisions, complete and in place, as specified or requested by the Engineer. New curb and gutter shall be constructed to provide proper flow line with existing improvements. New curb face height and gutter width shall vary to match existing conditions as directed by the Engineer. No additional compensation shall be allowed.

Payment for the requirements of New PCC Curb and Gutter as shown on the Plans in Appendix II, is <u>not</u> included in this item above, and shall be included in the contract unit prices bid for the various items of work involved. No additional compensation will be allowed therefore.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-6 BASIS OF PAYMENT. *Substitute the following:*

All costs incurred in furnishing, maintaining, servicing, and removing field officers, 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 in 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

FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT
(CDBG) PROJECT NO. 2020-03 (002003)
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

201-1 PORTLAND CEMENT CONCRETE

201-1.1.2 Concrete Specified by Class and Alternate Class. *Add the following:*

Concrete standard class shall conform to Table 201-1.1.2 in the Standard Specifications shall be 520-C-2500 for all project curb, curb and gutters, curb ramps, cross gutters, local depressions and sidewalks.

201-1.2.4 Chemical Admixtures. *Add the following:*

Should the Contractor request and obtain permission to use admixtures for his own benefit, he shall furnish such admixtures and incorporate then 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.

201-1.4 Mixing

201-1.4.1 General. *Add the following to the end of the section:*

Mixed concrete delivered to the site shall be by Transit Mixer as called for in Section 201-1.4.3 "Transit Mixer" of the Standard Specifications.

201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS

201-3.1 General.

The Contractor shall furnish and install crack seal, as required by the Engineer on all streets within the project limits. Materials, composition and grading, and mix design shall be in accordance with the requirements of Section 203-3 of the Standard Specifications, except as indicated in these Special Provisions.

201-4 CONCRETE CURING MATERIALS

201-4.1.1 General. Concrete curing compound shall be Type 1-D.

203-6 ASPHALT CONCRETE.

203-6.1 General. *Add the following:*

Asphalt Concrete for surface course pavement shall be Type C2 PG 64-10. Dense Graded Asphalt Concrete (DGAC) for base course pavement and slot paving shall be Type B PG 64-10, and shall be constructed using two lifts.

SECTION 209 – PRESSURE PIPE

209-1 IRON PIPE AND FITTINGS

209-1.1 Ductile Iron Pipe (DIP)

209-1.1.1 General. *Delete Subsection in total and substitute with the following:*

This section designates the requirements for the manufacture 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.

209-1.1.2 Materials. Ductile Iron Pipe (DIP). *Delete Subsection in total and substitute with the following:*

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.

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.

SECTION 214 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

214-1 GENERAL. *Add the following:*

All equipment, materials, and components for signing and striping, and the installation thereof, shall conform to the Caltrans Standard Plans and Standard Specifications, Section 81, “Miscellaneous Traffic Control Devices,” Section 82, "Signs and Markers;" and Section 84, "Markings;" latest edition, except as noted in the Special Provisions and on the Plans. These plans and specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from the Caltrans, District 7 office at 100 Main Street, Los Angeles, California 90012 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819 (916) 445-3520.

All materials required for the completion of work as shown on the plans shall be provided by the CONTRACTOR.

The following special provisions are supplementary and in addition to the provisions of the State Standard Specifications, and are only called out if elaboration, amendments, specifying of options, or additions are required.

SECTION 81 – MISCELLANEOUS TRAFFIC CONTROL DEVICES

81-3 PAVEMENT MARKERS

81-3.02E Epoxy Adhesive

Adhesive for raised pavement markers shall be Rapid Set Type epoxy.

81-3.04 Payment

Full compensation for the requirements of Pavement Markers will be paid for at the contract unit prices bid for the various items of work involved, as described in Subsection 7-6 of these Special Provisions. No additional compensation will be allowed therefore.

SECTION 82 – SIGNS AND MARKERS

82-1 GENERAL

82-1.04 Payment

Payment for removal, relocation or installation of signs and sign posts shall be considered as included in the contract unit prices bid for the various items of work involved, as described in Subsection 7-6 of these Special Provisions. No additional compensation will be allowed therefore.

SECTION 84 - MARKINGS

84-1 GENERAL

84-1.01 General

Traffic stripes and pavement markings shall be thermoplastic.

Curb Painting/markings shall be paint (2-coats). CONTRACTOR shall repaint any curb markings damaged or removed by construction, as shown on the plans and as directed by the Engineer.

The installation of traffic stripes and pavement markings shall match existing conditions in conformance with current Caltrans and MUTCD Standards and Specifications.

All new thermoplastic crosswalk striping shall be Continental, ten (10') feet wide, in conformance with Caltrans Standard Plan A24F. Crosswalk color shall match existing conditions, as directed by the Engineer.

Adhesive for raised pavement markers shall be per Section 81-3, "Pavement Markers."

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.02B Thermoplastic

Thermoplastic pavement markings shall consist of extruded alkyd binder thermoplastic in conformance with State Specification PTH-02ALKYD.

84-2.02C Paint

Paint for curb markings shall be ready-mixed rapid dry type, Pervo Paint, Red Curb Paint #3123 or approved equal

Ready-mixed paints shall be suitable for use on either asphalt concrete or Portland cement concrete.

84-2.03C Application of Stripes and Markings

The Contractor shall furnish the necessary control points for all striping and markings, and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer. The Contractor shall establish all traffic striping between these points by stringline or other method to provide striping that will vary less than 1/2 inch in 50 feet from the specified alignment.

When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent thermoplastic or paint application.

Traffic lines may be spotted by using a rope as a guide for marking spots every 5 feet, by using a marking wheel mounted on a vehicle, or by any other means satisfactory to the Engineer.

The Contractor shall mark or otherwise delineate the traffic lanes in the new roadway, or portion of roadway, or detour before opening it to traffic.

The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the thermoplastic and/or paint.

Spotting shall be completed prior to the removal of any existing stripes. Existing stripes and markings shall be removed prior to the installation of new stripes and markings, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

Existing traffic stripes (including raised pavement markers) and markings that do not conform to the plans shall be removed completely by methods that do not remove pavement to a depth of more than 1/8-inch sting per Section 84-9.03B, "Remove Traffic Stripes and Pavement Markings," of the State Standard Specifications.

Collect the residue from grooving and grinding activities with a vacuum attachment on the grinding machine. Do not leave the residue on the pavement or allow it to flow across the pavement.

Collect and dispose of (1) water and solid waste from high-pressure water blasting and (2) sand and solid waste from sandblasting. Before sandblasting, cover drainage inlets within 50 feet of the sandblasting. Minimize the drift of dust and blast material by keeping the nozzle close to the surface of the concrete. If the character of the blast residue is unknown, test for hazardous materials and dispose of it at a legal dump site.

Collect and dispose of bituminous material from the roadway after removing markers.

All conflicting striping and pavement marking shall be removed per the Cal/OSHA Standards and Rules.

84-2.03C Application of Stripes and Markings

Thermoplastic pavement markings shall be applied by ribbon or extruded methods only (no spraying).

84-2.04 Payment

Full compensation for the requirements of Traffic Stripes and Pavement Markings will be paid for at the contract unit prices bid for the various items of work involved, as described in Subsection 7-6 of these Special Provisions. No additional compensation will be allowed therefore.

SECTION 218 – DETECTABLE WARNING SURFACES *Add the following new Section:*

218-1 TRUNCATED DOME MATS FOR CURB RAMPS *Add the following Section:*

218-1.1 General. *Add the following Section:*

Detectable warning surface shall be cast in place on all new ramps and surface applied for all existing ramps (to remain in place), per manufacturer's details and installation instructions.

Contractor shall submit a sample of the detectable warning surface to the Engineer for approval, prior to start of construction.

The City has approved a manufacturer of truncated dome materials for use on this project. ADA detectable warning tile shall be truncated domes manufactured by the following, or approved equal:

For all new P.C.C. curb ramp construction, the detectable warning surface required shall be WET SET DETECTABLE WARNING PANELS manufactured by ARMORCAST PRODUCTS, 13230 Saticoy Street, North Hollywood, California 91605, Tel: (818) 982-3600, Fax: (818) 982-7742, info@armorcastprod.com, or approved equal.

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.

Color of detectable warning surface from the above manufacturer shall be **RED BRICK,** or approved equal 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 SPPWC Standard Plan 111-5, 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, breakage, deformation, fading, loosening of tiles, or deterioration of the detectable warning surface. The warranty period shall commence on the date of acceptance.

Detectable Warning Surface panels shall comply with the detectable warnings on walking surfaces section of the Americans with Disabilities Act (Title III Regulations, 28 CFR Part 36 ADA STANDARDS FOR ACCESSIBLE DESIGN, Appendix A, Section 4.29.2 DETECTABLE WARNINGS ON WALKING SURFACES).

Detectable warning surface panel shall be DSAAC approved in compliance with current California Code of Regulations (CCR) Title 24, Chapter 2, Section 202 definition of "Detectable Warning", Section 11B-247 and 11B-705 "Detectable Warnings And Detectable Directional Texture"

Embedment flange spacing shall be no greater than 3.1" center to center spacing as illustrated on the product Cast In Place drawing.

PART 3 – CONSTRUCTION METHODS

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.1 General. *Add the following:*

No burning will be permitted.

No accumulation of flammable material shall remain on or adjacent to the right-of-way. The roadway and adjacent areas shall be left with a neat and finished appearance.

In order to protect the public streets from deterioration due to hauling of materials, the Contractor shall submit, prior to the pre-job meeting, for approval a proposed route for hauling of materials for disposal. Upon approval, the Contractor shall strictly adhere to that route, unless written permission from the Engineer is obtained to change the route.

300-1.4 Payment. *Delete Subsection in total and substitute with the following:*

Full compensation for the requirements of clearing and grubbing shall be considered as included in the contract unit prices bid for the various items of work involved as depicted in Section 7-6 of these Special Provisions, and no additional compensation will be allowed therefore.

300-2 UNCLASSIFIED EXCAVATION

300-2.1 General. *Add the following:*

Unclassified excavation shall consist of all excavation, including roadways, bituminous pavement, macadam, P.C.C. concrete pavement, aggregate base materials, Petromat or pavement reinforcing fabric, steel or welded wire mesh reinforcement, native materials, abandoned concrete or steel culverts or other utilities, brick, concrete or other miscellaneous pavers, cement or lime treated base materials, and other miscellaneous improvements within the project limits.

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 401 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 improvement 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.

Saw cutting of edges of bituminous pavement or P.C.C. improvements to be joined is required prior to final paving, restorations and repairs, unless otherwise directed by the Engineer.

The asphalt pavement shall be sawcut and removed to clean, straight lines at the designated lines of removal marked in the field or as designated by the Engineer.

Contractor shall exercise due caution to avoid any damage to the existing improvements to be protected in place. Any damage caused by Contractor and/or his equipment shall be repaired or replaced as called out in Section 400 of the Standard Specifications at Contractor's expense.

The Contractor shall replace any damaged water meter boxes, with new water meter boxes at his sole expense. New water meter boxes shall be supplied by the City of South Pasadena, as required and as directed by the Engineer. Contractor shall purchase and pay all fees required by the City of South Pasadena for the new water meter boxes. Payment for new water meter boxes shall be included in the contract unit prices bid for the various items of work involved, and no additional compensation will be allowed therefore.

Saw cuts along removal limits shall be to a minimum depth as shown on plans. All excavated materials shall become the property of the Contractor and shall be disposed of at a suitable and legal disposal site. Arrangements for such disposal sites shall be made by the Contractor and approved by the City's representative, when such areas are within the City right-of-way.

All unclassified fill material found within the new roadway section shall be removed and paid in accordance with the contract unit prices bid for the various items of work involved.

All removed material becomes the property of the Contractor and shall be hauled away and properly disposed.

If a significant deviation in pavement thickness is encountered by the contractor during the removal process, that may significantly impact the Contractor's cost of removal, the Contractor shall immediately notify the Engineer. The Engineer will review the field condition(s) encountered and determine the appropriate remediation. The Engineer shall have sole authority to decide the method and amount of additional compensation due the Contractor, if any.

Unless directed by the Engineer, backfilling and compacting is considered included in each respective bid item and no additional compensation will be allowed therefore.

All unclassified fill material found within the new roadway section shall be removed.

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 existing 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 as Extra Work, based on weigh master's certificates, and no additional compensation will be allowed.

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) No measurement shall be made for curb ramp, driveway, local depression, cross gutter, curb and gutter or sidewalk removals.

300-2.9 Payment. *The first sentence of Subsection 300-2.9 of the Standard Specifications is hereby deleted and replaced with the following:*

Full compensation for the requirements of unclassified excavation shall be included in the contract unit prices bid for the various items of work involved, as depicted in Section 7-6 of these Special Provisions, and shall include full compensation for the cost of all labor, tools, equipment, materials and incidentals required under this subsection. No additional compensation will be allowed therefore.

300-4 UNCLASSIFIED FILL

300-4.10 Measurement and Payment. *Subsection 300-4.10 of the Standard Specifications is hereby deleted in its entirety and replaced with the following:*

Full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved in unclassified fill shall be considered as included in the contract unit prices bid for the various items of work involved as depicted in Section 7-6 of these Special Provisions, and shall include full compensation for the cost of all fill, grading, shaping, compacting or consolidating, or other work that is required under this subsection. No additional compensation will be allowed for unclassified fill.

SECTION 301 – SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION

301-1.3 Relative Compaction. *The first paragraph of Subsection 301-1.3 of the Standard Specifications is hereby deleted and replaced with the following:*

When pavement, base or subbase material is to be placed directly on subgrade material, the top 6 inches of such subgrade material shall be compacted to a relative compaction of 95 percent.

SECTION 302 - ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT

302-5.1 General. *The following is hereby added to this subsection:*

Bituminous and composite pavements shall be removed in accordance with Section 401- Removal, of the Standard Specifications.

Dense Graded Asphalt Concrete (DGAC) for slot paving shall be shall be constructed using two lifts.

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.

All work shall be performed to the satisfaction of the Engineer.

302-5.4 Tack Coat. *The first sentence in subsection 302-5.4 of the Standard Specifications is hereby deleted and replaced with the following:*

Tack coat shall be Grade SS-1h emulsified asphalt applied at a rate of 0.10 gallons per square yard shall be uniformly applied upon existing pavement preceding the placement of asphalt concrete for slot paving.

302-5.5 Distribution and Spreading. *The following is hereby added to this subsection:*

The Contractor shall provide automatic screed control as directed by Engineer. Distribution and spreading shall conform to 302-5.5, except that at the time of placement in the paving machine, the temperature of DGAC shall be 290 degrees Fahrenheit and be high enough that pavement temperature after two passes with the breakdown roller exceeds 240 degrees Fahrenheit.

To avoid picking up loose rock in the paving area, the tires of all trucks must be lightly oiled, with linseed oil or soy bean oil or approved equal. Diesel fuel will not be allowed on the project at all for oil down of any equipment.

Contractor shall maintain a functioning infrared heat measurement device in close proximity to each paving machine at all times. Contractor shall provide a pavement temperature reading, with an infrared heat measurement instrument when requested by the Engineer. Inaccessibility of a heat measurement shall be cause for termination of paving operation.

302-5.6 Rolling. *The following is hereby added to this subsection:*

Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint.

Rubber tire rollers shall be used on any asphalt concrete leveling course.

Roller drum wheels shall be filled per manufacturer's recommendations.

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.

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.

302-5.7 Joints. *The following is hereby added to this subsection:*

Join lines between successive runs shall be within 6 inches of lane lines or a minimum of 12 feet outside of the outer most lane line.

302-5.8 Manholes. *The following is hereby added to this subsection:*

Dense graded asphalt concrete (DGAC) pavement Type B PG 64-10, shall be used as final cap around adjusted manholes and valves in roadway areas.

302-5.9 Measurement and Payment. *Subsection 302-5.9 is hereby deleted and replaced with the following:*

Full compensation for the requirements of Asphalt Concrete Pavement for slot paving shall be included in the contract unit prices bid for the various items of work involved, and shall include all labor, tools, equipment, materials and incidentals required to complete work, as described in Subsection 7-6 of these Special Provisions. No additional compensation will be allowed therefore.

Temporary asphalt concrete work where required by the Engineer for traffic control or other purposes shall be considered included in the price bid for Traffic & Pedestrian Control, Construction Phasing, Public Convenience & Safety**,** as described in Subsection 7-6 of these Special Provisions. No additional compensation will be allowed therefore.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1 Requirements.

303-5.1.1 General. *After the last paragraph, ADD the following:*

P.C.C. curb, gutter, sidewalks, and access ramps shall conform to the provisions of Section 303-5 of the Standard Specifications.

Removal of existing concrete and masonry improvements and structures and composite pavement shall conform to Section 401- Removal, of the Standard Specifications and these Special provisions.

Concrete curb, gutter, sidewalks, cross gutters, local depressions and access ramps shall be constructed of Portland cement concrete of the class and other requirements prescribed in Subsection 201-1 of the Standard Specifications.

All excavation, clearing and grubbing shall be performed in accordance per Sections 300 and 303 of the Standard Specifications. Payment shall be included in the price for the various contract items of work, and no additional compensation shall be allowed therefore.
The Contractor shall replace all damaged existing curb drain outlets to a satisfactory working condition.

The new P.C.C. curb, gutter, sidewalks, cross gutters, local depressions and access ramps shall conform in grade, finish, and color to the adjoining portions.

Any sections of said work having a patchwork appearance will be rejected by the City Engineer, and the Contractor shall replace them at his own expense. To ensure a neat break line between existing and new portions of P.C.C. curb, gutter, sidewalk, cross gutter, local depression and access ramps, the Contractor shall be required to use a concrete cutting saw of a type approved by the Engineer.

The Contractor is required to sawcut all concrete full depth. All sawcuts shall be neat, straight lines. Removal shall be to the nearest construction joints or weakened plane joints.

Construction joint and weakened plain joint spacing shall match the adjoining sidewalk to the extent possible. Compensation for sawcutting shall be included as part of the unit cost bid for all the various contract items of work.

Attention is directed to Subsections 201-4 and 303-1.10 for the Standard Specifications for curing requirements. Full compensation for conforming to the requirements of Subsections 201-4 and 303-1.10 of the Standard Specifications shall be considered as included in the prices for the various contract items of work, and no additional compensation will be paid therefore.

The Contractor shall schedule and conduct all work such that the time between the demolition and reconstruction of the curb ramp, including sidewalk, cross gutter, local depression, retaining curb, curb and gutter, 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.

It will be the responsibility of the Contractor to complete all initiated repairs by the end of the Friday of each working week unless specified otherwise by the City Engineer.

303-5.5.2 Curb. *Add the following:*

The Contractor shall sawcut, remove, and reconstruct curb and gutter, and curb, conforming to the SPPWC Standard Plan No. 120-3. Curb and gutter shall be Type A2-8 (W=2') or A1-8, modified to variable curb face and variable gutter width, per plan and as directed by the Engineer to match existing improvements, in conformance with all applicable sections of the Greenbook. Subgrade under all new curb and curb and gutter shall be compacted to 95 percent relative density. Also, 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 then 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:*

Construction of 4" Concrete Sidewalk:

The Contractor shall construct new 4" thick Portland cement concrete sidewalk conforming to the Standard Specifications and SPPWC Standard Plan No. 112-2 and 113-2, with lines and grades to meet existing. Six (6") inches of crushed miscellaneous base shall be constructed under all new PCC sidewalks.

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.

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 (48") inch 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.

Unclassified Excavation:

The unclassified excavation shall consist of all excavation for the construction of sidewalks. 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.

Irrigation Lines and Sprinkler Heads:

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 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.

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.

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.

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.

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.

303-5.5.4 Gutter. *Add the following:*

Construction of 8" Concrete Cross Gutter & Spandrel:

The Contractor shall sawcut, remove and reconstruct concrete cross gutters and spandrels, including integral/monolithic curb improvements, in conformance with Section 303.5 of the Standard Specifications, and SPPWC Standard Plan No. 122-3, with lines and grades to meet existing. No construction joint or cold joint shall be allowed. Only when new concrete improvement will be constructed in two different parts, will construction joint be allowed.

Concrete shall be 520-C-2500.

New improvements shall be constructed in such a manner as to match existing improvements and field condition with proper grade to form a safe and smooth riding surface.
Where new cross gutter joins existing cross gutter or spandrels, or where new concrete is to be constructed in two different parts, the CONTRACTOR shall dowel 2'-0" long, No. 4 bars into existing concrete. Bars shall be spaced 1'-0" on center beginning 6" from the edge.

The Contractor shall construct new 8" Portland cement concrete cross gutter, including spandrel and monolithic curb, and 2' wide and 8" deep DGAC slot paving as required for new cross gutter construction, conforming to Section 303-5 of the Standard Specifications, federal ADA requirements, and SPPWC Standard Plan No. 122-3 per details on Plans included in Appendix II of these Special Provisions or as directed by the Engineer.

303-5.5.5 Alley Intersections, Access Ramps, and Driveways. *Add the following:*

Construction of 4" Concrete Curb Ramp:

The Contractor shall construct new 4" Portland cement concrete curb ramp, including integral curb and gutter, flares, monolithic and retaining curb, detectable warning surface, 2' wide and 8" deep DGAC slot paving as required for new curb and gutter construction, and other miscellaneous concrete construction conforming to Section 303-5 of the Standard Specifications, federal ADA requirements, and SPPWC Standard Plan No. 111-5 with Case and Type per plan and as modified per details on Plans included in Appendix II of these Special Provisions or as directed by the Engineer.

Concrete shall be Class 520-C-2500.

Dense Graded Asphalt Concrete (DGAC) for slot paving shall be Type B PG 64-10 (3/4" sieve size), conforming to the requirements of the Greenbook and these Special Provisions. Slot paving shall be two (2') feet wide and eight (8") inches deep, per plans and as directed by the Engineer.

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.

Contractor shall submit a sample of the detectable warning surface to the Engineer for approval, prior to start of construction.

For all new P.C.C. curb ramp construction, the detectable warning surface required shall be WET SET DETECTABLE WARNING PANELS manufactured by ARMORCAST PRODUCTS, 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 Federal ADA Requirements and SPPWC Standard Plan 111-5, 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.

The Contractor shall sawcut and remove existing asphalt concrete or existing concrete sidewalk and ramps within construction limits where encountered for constructing new curb ramp. The remaining asphalt concrete pavement or PCC pavement adjacent to new curb ramp 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.

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 and ramp 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.

Curb ramps shall be constructed to meet or exceed ADA requirements. **The Contractor shall notify the City inspector to approve curb ramp forms before pouring the concrete.**

Limits of curb ramp construction shall include all work as shown on the plans in Appendix II, and all work between the curb returns (BCR-ECR) as directed by the Engineer, at the intersections of Meridian Avenue and Maple Street, Meridian Avenue and Bank Street and Meridian Avenue and Beech Street. Limits of single ramp construction at said intersections, shall include ten (10') feet beyond the top of flare of each new ramp constructed, as specified in these Special Provisions, including but not limited to all labor, equipment, and materials for sawcut, removal, and disposal of existing PCC, AC and miscellaneous improvements, including protection and/or replacement and restoration of all existing drains and private or public irrigation systems, excavation, subgrade preparation, compaction (95% relative compaction), root trimming & removal as authorized by the City Arborist, all forms, finishing, new 4" thick P.C.C. ramp, new 4" thick PCC sidewalk, new 8" thick PCC cross gutter and spandrel, new 8" thick PCC local depression, new PCC curb, new PCC curb and gutter, and DGAC slot paving, tack coat, grooving, utility adjustments, restoring form areas, installation of detectable warning surfaces (wet cast) per Federal ADA and manufacturer's requirements, traffic signing, thermoplastic striping, markings, RPM's and curb painting, and all other appurtenant work not specifically described in any other item of the Special Provisions, complete and in place, as specified or requested by the Engineer.

All work beyond the BCR-ECR, which has been approved by the Engineer, shall be considered as extra work items and will be paid for per the respective unit price, in conformance with Section 7-4 of these Special Provisions.

Asphalt Concrete for slot paving or transitions on private properties shall conform 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.

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.

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 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.

303-5.6 Curing. *The first paragraph of Subsection 303-5.6 of the Standard Specification is hereby deleted and replaced with the following:*

Immediately after finishing operations are completed, Type 2 concrete curing compound shall be applied at rate of one gallon per 150 square feet.

3**03.5-8 Backfilling and Cleanup**. The construction of any improvement in place shall mean that in addition to the requirements under Section 303-5.8 of the Standard Specifications relating to "Backfilling and Clean up," the Contractor shall be responsible for backfilling the area excavated for the purpose of setting forms. Said backfill shall be considered part of the bid price for the various contract items of work, and no further compensation shall be paid therefore. Said backfill shall be done immediately following the removal of forms.

If no new construction is to be placed in the location where concrete has been removed, then the area shall be backfilled and graded to match existing grade.

During all phases of construction, the Contractor shall maintain a clean work site. The contractor shall be responsible for the removal and disposal of all concrete, asphalt, tree roots, and any other debris resulting from the work performed. Full compensation shall be considered as included in the prices for the various items.

303-5.9 Measurement and Payment. The Subsection 303-5.9 of the Standard Specifications are hereby deleted and replaced with the following:

Full compensation for the requirements of Section 303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS, above

shall be included in the contract unit prices bid for the various items of work involved, and shall include all labor, tools, equipment, materials and incidentals, as described in Subsection 7-6 of these Special Provisions. No additional compensation will be allowed therefore.

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

306-1 GENERAL. *Add the following:*

This section designates the requirements for the 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 III 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 III 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 including customer shut off valve and the angle meter stop to the new or existing main, per LACWD Standard Plan W-5 as modified per Appendix III of these specifications.

Pipe trenching shall conform to LACWD Std. Plan No. W-46 (modified), 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.

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.

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 all affected utility companies at least 48 hours prior to construction.

306-15 PAYMENT.

306-15.1 General. *Delete Subsection in total and substitute with the following:*

Full compensation for the requirements of REMOVE EXISTING AND INSTALL NEW 1" SERVICE AND METER, AND CONNECT TO EX. WATER SERVICE PER LACWD STD. PLAN W-5 (MODIFIED), shall be at the contract unit price bid for the various items of work involved 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 constructing new type "K" copper water tubing and connecting to existing customer's line, 1-sack cement slurry backfill, hauling/transportation, furnishing and placing clamps, fittings, corporation stop and angle meter stop, tapping and making connection to the existing main line, new meter and existing service, potholing, coordination with other impacted utilities, excavation,

pressure testing and disinfection, sand bedding, compaction and trench resurfacing, as shown on the plans. 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 damaged and conflicting striping and pavement marking shall be removed per **Cal/OSHA** Standards Rules.

All existing crosswalks shall be replaced with **new thermoplastic continental crosswalks (W=10', color to match existing conditions)** in conformance with Caltrans and MUTCD Figure 3B-17(CA), standards and requirements, as directed by the Engineer. No additional compensation will be allowed therefore.

Contractor shall completely install the obliterated striping and contact Traffic Engineering within 24 hours. 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.

Full compensation for furnishing and installing signs, thermoplastic stripes, markings, RPM's, including mounting provisions, and all labor, tools, equipment, materials and incidentals shall be considered included in the contract unit prices bid for the various items of work involved, as described in Subsection 7-6 of these Special Provisions. No additional compensation will be allowed therefore.

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

Full compensation for restoration of obliterated striping or furnishing and installing signs, thermoplastic stripes, markings, RPM's, curb painting, including mounting provisions, and all labor, tools, equipment, materials and incidentals, shall be considered included in the contract unit prices bid for the various items of work involved, as described in Subsection 7-6 of these Special Provisions. No additional compensation will be allowed therefore.

SECTION 84 - MARKINGS

Section 84 of the California State Standard Specifications with the following additions shall apply:

All traffic striping, markings, including addresses painted on curbs 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
Full compensation for furnishing and installing thermoplastic markings and curb painting, including all labor, tools, equipment, materials and incidentals, shall be considered included in the contract unit prices bid for the various items of work involved, as described in Subsection 7-6 of these Special Provisions. No additional compensation will be allowed therefore.

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.

Payment
Full compensation for restoration of obliterated striping or furnishing and installing signs, thermoplastic stripes, markings, RPM's, curb painting, including mounting provisions, and all labor, tools, equipment, materials and incidentals, shall be considered included in the contract unit prices bid for the various items of work involved, as described in Subsection 7-6 of these Special Provisions. No additional compensation will be allowed therefore.

PART 4 - EXISTING IMPROVEMENTS

SECTION 400 – PROTECTION AND RESTORATION

400-1 GENERAL. DELETE paragraph three (3) and replace with the following:

Maintenance of street and traffic signal systems that are damaged, temporarily removed or relocated shall conform to 701-2. Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements, and the Contractor shall repaint or replace such improvements.

400-2 PERMANENT SURVEY MARKERS. DELETE and REPLACE with the following:

The Contractor shall submit to the Engineer a minimum of seven (7) days prior to the start of Work a list of controlling survey monuments which may be disturbed. The Contractor shall bear the expense of replacing any survey monuments that may be disturbed without permission. Payment for preservation and replacement of survey monuments shall be made per Subsections 2-9 Surveying and 309-4 Payment. Replacement 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 Contractor will hire a licensed Land Surveyor or Engineer to:

a) Set survey points outside the affected work area that reference and locate each controlling survey monument that may be disturbed,

b) File a Corner Record or Record Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments, and

c) File a Corner Record or Record Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

400-2 PAYMENT. DELETE and REPLACE with the following:

Full compensation for the requirements of permanent survey markers, including construction staking and monumentation, shall be considered included in the contract LUMP SUM price bid for Construction Survey, Staking and Pre & Post Construction Monumentation as described in Subsection 7-6 of these Special Provisions. No additional compensation will be allowed therefore.

SECTION 402 – UTILITIES

402-1 LOCATION.

402-1.1 General. DELETE and REPLACE with the following:

The location and existence of any underground Utility or substructure has not been obtained. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. For every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project, the Contractor must submit to the City the following form. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.

UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

No excavation will be permitted until this form is completed and returned to the City. Government Code Section 4216 et seq. requires a Dig Alert Identification Number to be issued before a permit to excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at 811 a minimum of three (3) Working Days before scheduled excavation. For best response, provide as much notice as possible up to ten (10) Working Days.

REQUIRED: This form is required for every Dig Alert Identification Number issued by Underground Service during the course of the Work.

Additional forms may be obtained from the City upon request.

Dig Alert Identification Number: _____
Dated: _____

("CONTRACTOR")

By: _____

Printed Name:

Title:

By:

Printed Name:

Title:

402-4 RELOCATION.

Section 402-4 RELOCATION; the second sentence of the fourth paragraph is hereby deleted and amended thereto by the following sentence:

When not otherwise required by the Plans and Specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction.

402-5 DELAYS DUE TO UTILITY CONFLICTS.

Section 402-5 DELAYS DUE TO UTILITY CONFLICTS; the second paragraph is hereby deleted and amended thereto by the following two (2) paragraphs:

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted and completed in accordance with Subsection 402-1. The Contractor shall ascertain further detailed information to coordinate his work to this effect.

All notification of utility companies shall be by the Engineer based on Contractor's request as submitted to the Engineer at least 24 hours in advance of the needed work. Any costs for delay of the Contractor of utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect, except for the utility company not responding at their agreed time.

Add the following to the end of the last paragraph:

With respect to payment to the Contractor for actual loss due to utility delay, such payment for a protracted utility delay shall be calculated based on wage increases, price increases of material and actual direct costs of maintaining the construction site incurred as a result of such utility delay, except where the utility delay is a result of the failure of the Contractor to comply completely with any provision of this specifications, where by no payment for losses due to the delay shall be made.

SECTION 403 – MANHOLE ADJUSTMENT AND RECONSTRUCTION

403-1 GENERAL. *Add the following:*

Adjust manhole to grade shall be performed in accordance with these Special Provisions.

The CONTRACTOR shall adjust existing utility access covers that are to remain in place to finish grade per the plans, SPPWC, City of South Pasadena, or Los Angeles County Sanitation District requirements. The Contractor shall remove and replace utility box and cover, and the lid label shall correspond with the utility. Contractor shall protect in place utility box contents. The Contractor shall coordinate the raising of all other utility covers and manholes with the various utility companies involved, and no additional payment shall be made for this coordination.

The Contractor shall replace any damaged water meter boxes, with new water meter boxes at his sole expense. CONTRACTOR shall purchase and pay all fees required by the City of South Pasadena, for the new water meter boxes. Payment for new water meter boxes shall be included in the contract unit price bid for various items of work involved and no additional compensation will be allowed therefore.

The Contractor shall replace any damaged City of South Pasadena water valve cans and covers, with new valve cans and covers in conformance with City standards and specifications. Payment for replacing damaged water valve cans and covers with new water valve cans and covers, and adjusting the new water can and cover to finished grade shall be included in the contract unit prices bid for the various items of work involved, and no additional compensation will be allowed therefore.

402-3 MANHOLES IN ASPHALT CONCRETE PAVEMENT. *DELETE and REPLACE with the following:*

Los Angeles County Sanitation District manhole frames and covers shall be set to finish grade as follows:

1. Contractor shall notify the District's Superintendent of Maintenance, (310) 638-1161, 48 hours prior to commencement of any work in the area of the manhole.

2. If grade over manhole is to be lowered:

    a. Contractor shall furnish and deliver a temporary steel cover plate of thickness and size approved by the District for said manhole.

b. Contractor shall excavate around the manholes to a depth and distance outside of the manhole as required by the District for said manhole.

c. District shall remove the existing manhole frame and cover and any interfering portion of the manhole shaft and shall place the steel cover plate over the manhole.

d. CONTRACTOR shall store and protect frame and cover for later installation by the District and shall fill and/or pave over the steel plate to final grade.

e. CONTRACTOR shall remove paving and/or fill as necessary to permit the District to raise manhole to final grade. (Removal of paving and/or fill shall be to a minimum of 2 inches outside of the manhole if the steel plate is less than 6 inches below final grade and 12 inches outside of the manhole if the steel plate is more than 6 inches below final grade.)

f. District personnel shall raise manhole and set frame and cover to grade.

g. CONTRACTOR shall place and compact the backfill and pavement as necessary to complete the work.

3. If grade over manhole is to be raised:

a. CONTRACTOR shall fill and/or pave directly over frame and cover to final grade.

b. Steps (e) through (g) of 2 above shall be followed, except that if grade is to be raised more than 2 feet, the Contractor shall excavate around the manhole shaft under step (2) to a depth and diameter as necessary for the District to remove and reconstruct manhole shaft with required taper and as specified by the District.

Adjustments to grade of Los Angeles County Flood Control District Manhole Frame and Cover sets do not require a District permit. However, the CONTRACTOR shall notify the Inspection Department at (818) 458-3129, 24 hours in advance of any work in the area of the manhole.

In case of Portland Cement Concrete, it shall be set to finish grade before paving. Water valve can/box, frame and cover, water meter box and lid and traffic signal pull box and lid within the area to be paved or graded shall be set to finish grade by the Contractor as required by the Plans and Specifications, and as directed by the Engineer.

Contractor shall adjust existing water valve cans 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.

403-4 MEASUREMENT. *DELETE this Section*

403-5 PAYMENT. *DELETE and REPLACE with the following:*

Payment for adjusting existing water valve cans and covers (including replacement can and/or cover), existing manholes, meter boxes, pullboxes and vaults to grade shall be included in the contract unit prices bid for the various items of work involved, as described in Subsection 7-6 of these Special Provisions. No additional compensation will be allowed therefore.

PART 6 – TEMPORARY TRAFFIC CONTROL

601-1 GENERAL. *Add the following:*

The CONTRACTOR shall prepare a Traffic & Pedestrian Control and Construction Phasing Plan for AGENCY review and approval, prior to the start of any construction. 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 AGENCY approved Traffic & Pedestrian Control and Construction Phasing Plans. Two dedicated flagmen will be required at intersections whenever at least one lane of traffic cannot be maintained simultaneously in both directions of travel, as directed by the Engineer. Access to businesses, schools 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 AGENCY approved Traffic & Pedestrian Control and Construction Phasing Plan, and 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.

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 lease 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:*

Full compensation for temporary traffic control, shall be considered included in the contract LUMP SUM price bid for Traffic & Pedestrian Control, Construction Phasing, Public Convenience & Safety as described in Subsection 7-6 of these Special Provisions. No additional compensation will be allowed therefore.

(End of Section)

APPENDIX I

FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT
(CDBG) PROJECT NO. 2020-03 (002003)
IN THE CITY OF SOUTH PASADENA, CALIFORNIA

Department of Industrial Relations (DIR) Compliance Form

Public Works Reforms (SB 854) Fact Sheet

⚠ Public Works Contractors – Effective 7/1/17 PWCR registration increases to $400. Learn more here.

Public works reforms (SB 854) were signed into law on June 20, 2014. The reforms made several significant changes to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a 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 the program established by SB 854 are used to fund DIR's public works activities.

Essentials of public works contractor registration program:

- Contractors are subject to a registration and annual renewal fee set at $400. This 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 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 not have any 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 provides a searchable database of registered contractors and subcontractors on its website, so that awarding bodies and contractors can comply with the requirement 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 doesn'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.
- Contractors and subcontractors register online. The preferred method of payment is by credit card.
- The requirement to list only registered contractors and subcontractors on bids became 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 go into the State Public Works Enforcement Fund and are 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 no longer charges awarding bodies for prevailing wage compliance monitoring and enforcement on legacy CMU projects.

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 were eliminated and replaced by requirements that apply to *all* public works projects (as defined under the Labor Code).
- Awarding bodies are required to submit PWC-100 (contract award notice) for all public works projects.
- Contractors and subcontractors on *all* public works projects are required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement.
    - CPRs are furnished to the Labor Commissioner online
    - This requirement phases in as follows:
        - Applied to public works projects that had been under CMU monitoring;
        - Applies to any new projects awarded on or after April 1, 2015;
        - May apply to other projects as determined by Labor Commissioner;
        - Applies to *all* public works projects, (except those listed under Exemptions just below), on and after January 1, 2016.
    - **Exemptions:** As of April 1, 2015, and even after January, 1, 2016, the following projects are exempt from the requirement to have contractors and subcontractors furnish certified payroll records (CPRs) to the Labor Commissioner:

      Small Project Exemption
      Contractors who work exclusively on small public works projects are not required to register as a public works contractor or file

electronic certified payroll reports for those projects. Contractors are still required to maintain certified payroll records on a continuous basis, and provide them to the Labor Commissioner's Office upon request. Additionally, awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

- $25,000 for new construction, alteration, installation, demolition or repair
- $15,000 for maintenance

Any projects monitored and enforced by the following legacy LCPs:

- California Department of Transportation (Caltrans)
- City of Los Angeles
- Los Angeles Unified School District
- County of Sacramento

Projects covered by qualifying project labor agreements, at the Labor Commissioner's discretion.

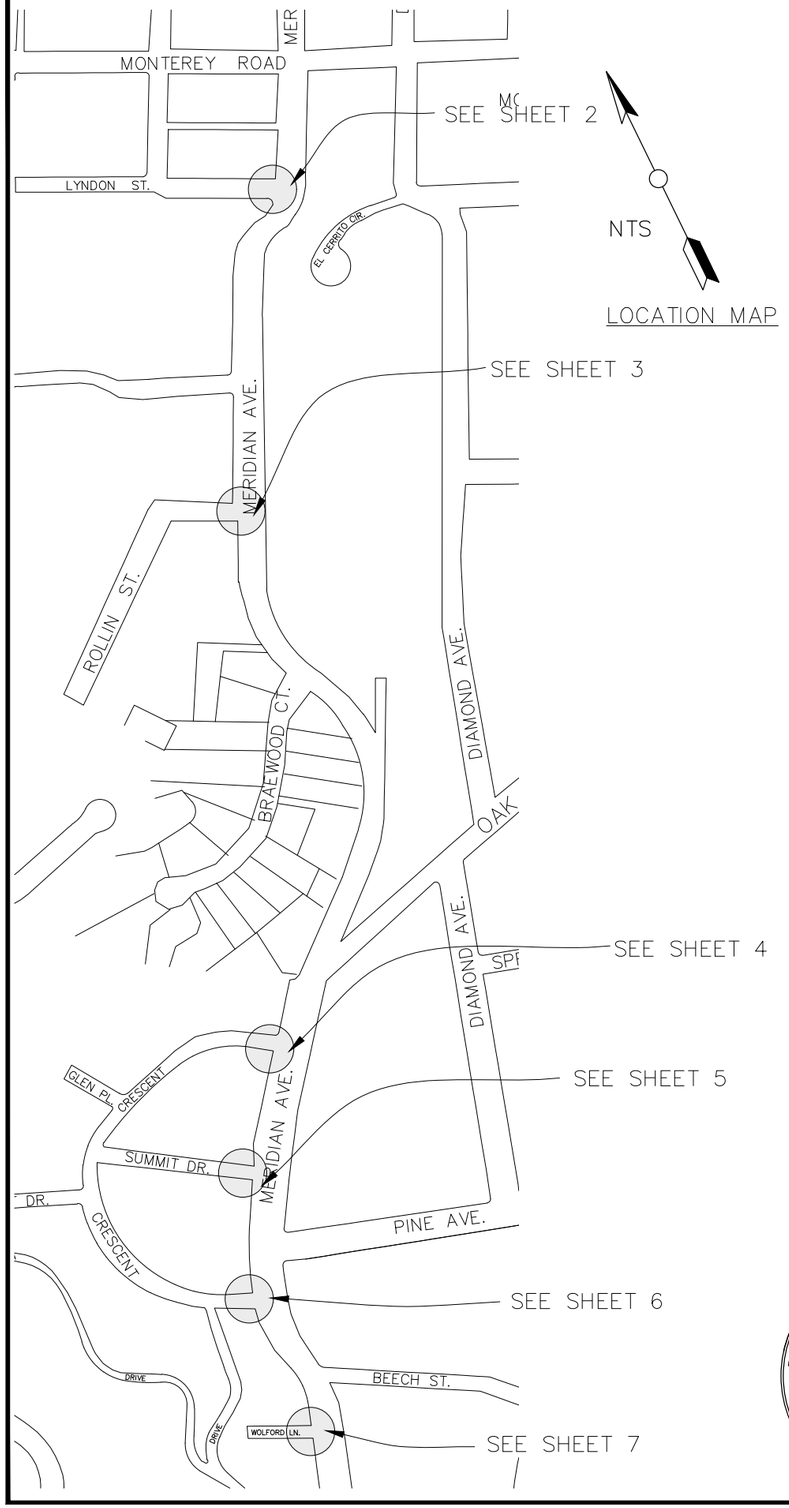
- Requirements for awarding bodies to adopt and enforce a DIR-approved LCP are now limited to: (1) ongoing public works projects awarded prior to January 1, 2012, that were under a pre-existing LCP requirement (see the four legacy LCPs listed above) and (2) projects funded in whole or in part by Proposition 84.

June 2017

APPENDIX II

FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT
(CDBG) PROJECT NO. 2020-03 (002003)
IN THE CITY OF SOUTH PASADENA, CALIFORNIA

Improvement Plans



SURVEY BY:
METZ SURVEYING Inc
24303 WALNUT ST., Suite D
SANTA CLARITA, CA 91321
(661)388–2003
ERIC METZ, LS

TREE ROOTS:

CONTRACTOR SHALL OBTAIN APPROVAL FROM THE CITY ARBORIST PRIOR OF ANY TREE ROOTS TRIMIMING (UPON EXPOSING THE ROOTS.)

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 5, NAD 83 EPOCH 2017.50.

BENCHMARK

CITY OF LOS ANGELES BENCHMARK 11–05770
WIRE SPIKE IN N CURB AVENUE 60 AT 28FT E OF CENTER LINE PROD LOMITAS DR
ELEV = 595.035 NAVD 88

LEGEND:

- RECONSTRUCTION
- CONCRETE
- SLOT PAVING
- 1234 STREET ADDRESS.

STRIPING CONSTRUCTION NOTES:

ALL WORK AND MATERIALS SHALL CONFORM TO THE LATEST EDITION OF CALTRANS STANDARD PLANS AND SPECIFICATIONS.

20 INSTALL 12" WHITE LIMIT LINE PER CALTRANS STD. PLAN A24G.

21 INSTALL PAVEMENT LEGEND AS SHOWN AND PER CALTRANS STDS. PLANS.

23 PAINT CURB WITH 2 COATS OF RED PAINT.

CONSTRUCTION NOTES:

1. SAWCUT & REMOVE EX. AS SHOWN ON PLANS & CONSTRUCT P.C.C. CURB RAMP PER SPPWC STD. PLAN 111–5 (CASE, TYPE PER PLAN) WITH RETAINING CURB, WITH TRANSITION SIDEWALK PER SPPWC STD. PLAN 112–2 WITH RED BRICK DETECTABLE WARNING DEVICES PER FEDERAL & STATE ADA GUIDELINES.
2. SAWCUT & REMOVE EX. & CONSTRUCT NEW P.C.C. CROSS GUTTER WITH MONOLITHIC CURB PER SPPWC STD. PLAN No. 122–3.
3. SAWCUT & REMOVE EX. & CONSTRUCT NEW CURB & GUTTER PER SPPWC STD. PLAN No. 120–3 TYPE A2–8 (MODIFIED TO VARIABLE CURB FACE, W PER PLAN).
4. SAWCUT & REMOVE EX. & CONSTRUCT NEW CURB PER SPPWC STD. PLAN No. 120–3 TYPE A1–8 (MODIFIED TO VARIABLE CURB FACE).
5. SAWCUT & REMOVE EX. & CONSTRUCT SLOT PAVING (8" A.C. OVER NATIVE, 2' IN WIDTH).
6. REMOVE EXISTING AND INSTALL NEW 1" SERVICE & METER AND CONNECT TO EX. WATER SERVICE PER LACWD STD. PLAN W–5. (MODIFIED)
7. SAWCUT & REMOVE EX. & CONSTRUCT PORTION OF LOCAL DEPRESSION PER SPPWC STD. PLAN No. 313–4 (MODIFIED TO MATCH EX.).
8. ADJUST WATER VALVE CAN AND COVER TO GRADE.
9. REMOVE EXISTING BRICK &CONSTRUCT 4" P.C.C. SIDEWALK PER SPPWC STD. No.113–2 OVER 6"C.M.B..
10. REMOVE EXISTING SIGNS & POST AND INSTALL NEW SIGNS AND POST.
11. REMOVE EXISTING AND EXTEND PLANTER AND REPLANT IN KIND AS DIRECTED BY THE ENGINEER.
12. SAWCUT & REMOVE EXISTING & CONSTRUCT 2" AC (TYPE C2 PG64–10) OVER 6" DGAC OVER 95% COMPACTED NATIVE.

REGISTERED PROFESSIONAL ENGINEER
LEAH AMY CARTER
No.C 41879
EXP.3–31–26
CIVIL
STATE OF CALIFORNIA

KABBARA ENGINEERING
601 N. PARKCENTER DR., SUITE 205
SANTA ANA, CA 92705
(714) 744–9400– www.kabbara.net

PREPARED UNDER THE SUPERVISION OF: DATE : 11/06/2024

LEAH AMY CARTER RCE 41879
LICENSE EXPIRES 3–31–2026

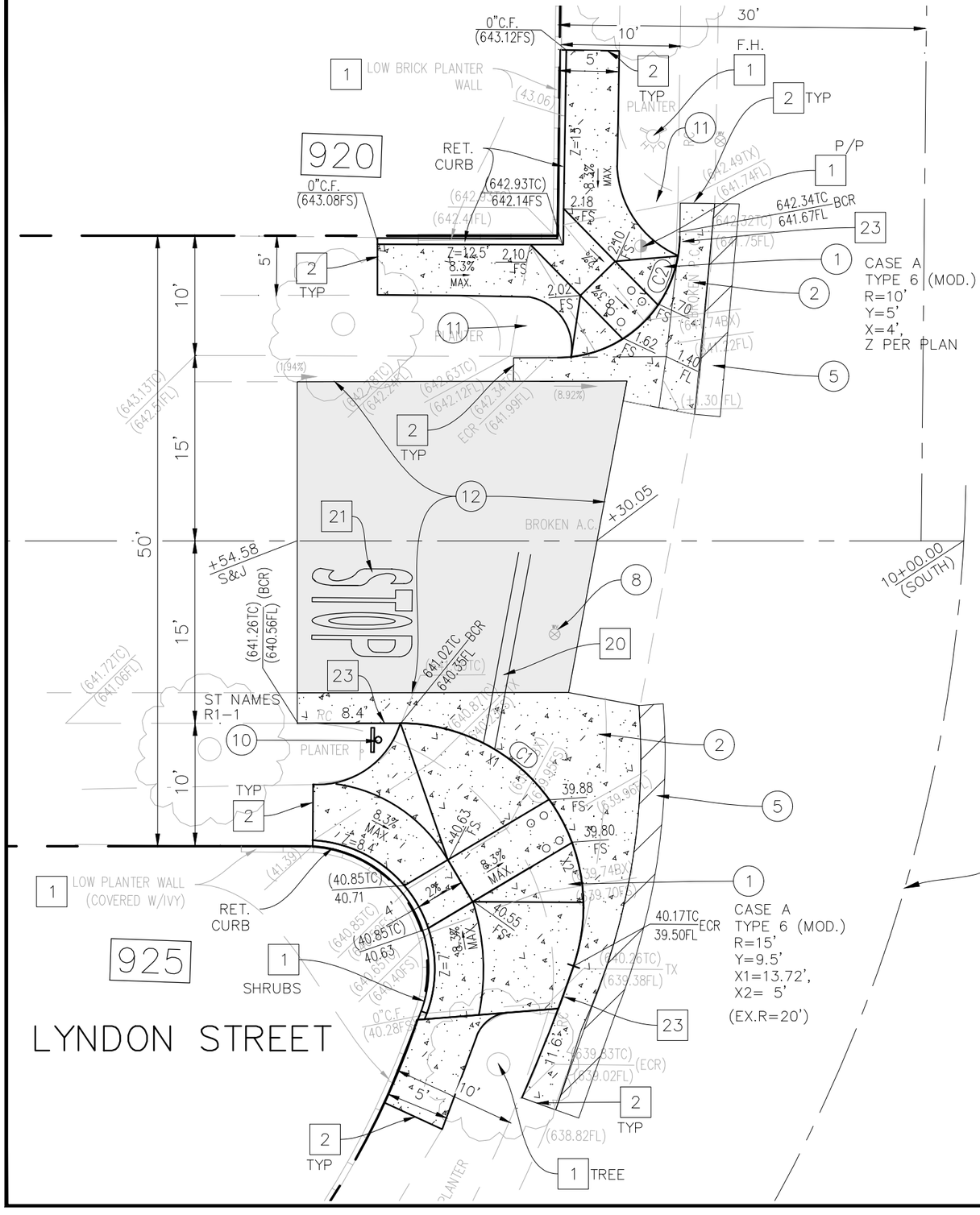
CITY OF SOUTH PASADENA

APPROVED BY:
MICHAEL VARTANIANS, PE 11/06/2024
DATE

TITLE SHEET

PROJECT NO.
2020–03 (002003)

SHEET NO. 1 OF 7



CONSTRUCTION NOTES:

1. SAWCUT & REMOVE EX. AS SHOWN ON PLANS & CONSTRUCT P.C.C. CURB RAMP PER SPPWC STD. PLAN 111-5 (CASE, TYPE PER PLAN) WITH RETAINING CURB, WITH TRANSITION SIDEWALK PER SPPWC STD. PLAN 112-2 WITH RED BRICK DETECTABLE WARNING DEVICES PER FEDERAL & STATE ADA GUIDELINES.
2. SAWCUT & REMOVE EX. & CONSTRUCT NEW P.C.C. CROSS GUTTER WITH MONOLITHIC CURB PER SPPWC STD. PLAN No. 122-3.
5. SAWCUT & REMOVE EX. & CONSTRUCT SLOT PAVING (8" A.C. OVER NATIVE, 2' IN WIDTH).
8. ADJUST WATER VALVE CAN AND COVER TO GRADE.
11. REMOVE EXISTING AND EXTEND PLANTER AND REPLANT IN KIND AS DIRECTED BY THE ENGINEER.
10. REMOVE EXISTING SIGNS & POST AND INSTALL NEW SIGNS AND POST.
12. SAWCUT & REMOVE EXISTING & CONSTRUCT 2" AC (TYPE C2 PG64-10) OVER 6" DGAC OVER 95% COMPACTED NATIVE.

STRIPING CONSTRUCTION NOTES:

20. INSTALL 12" WHITE LIMIT LINE PER CALTRANS STD. PLAN A24G.
21. INSTALL PAVEMENT LEGEND AS SHOWN AND PER CALTRANS STDS. PLANS.
23. PAINT CURB WITH 2 COATS OF RED PAINT.

DISPOSITION NOTES

1. PROTECT IN PLACE
2. SAWCUT & JOIN EX.

Curve Table				
Curve #	Radius	Delta	Length	Tangent
C1	15.00'	109°02'22"	28.55'	21.04'
C2	10.00'	89°22'00"	15.61'	9.89'

SCALE 1"=10'

0 10' 20'

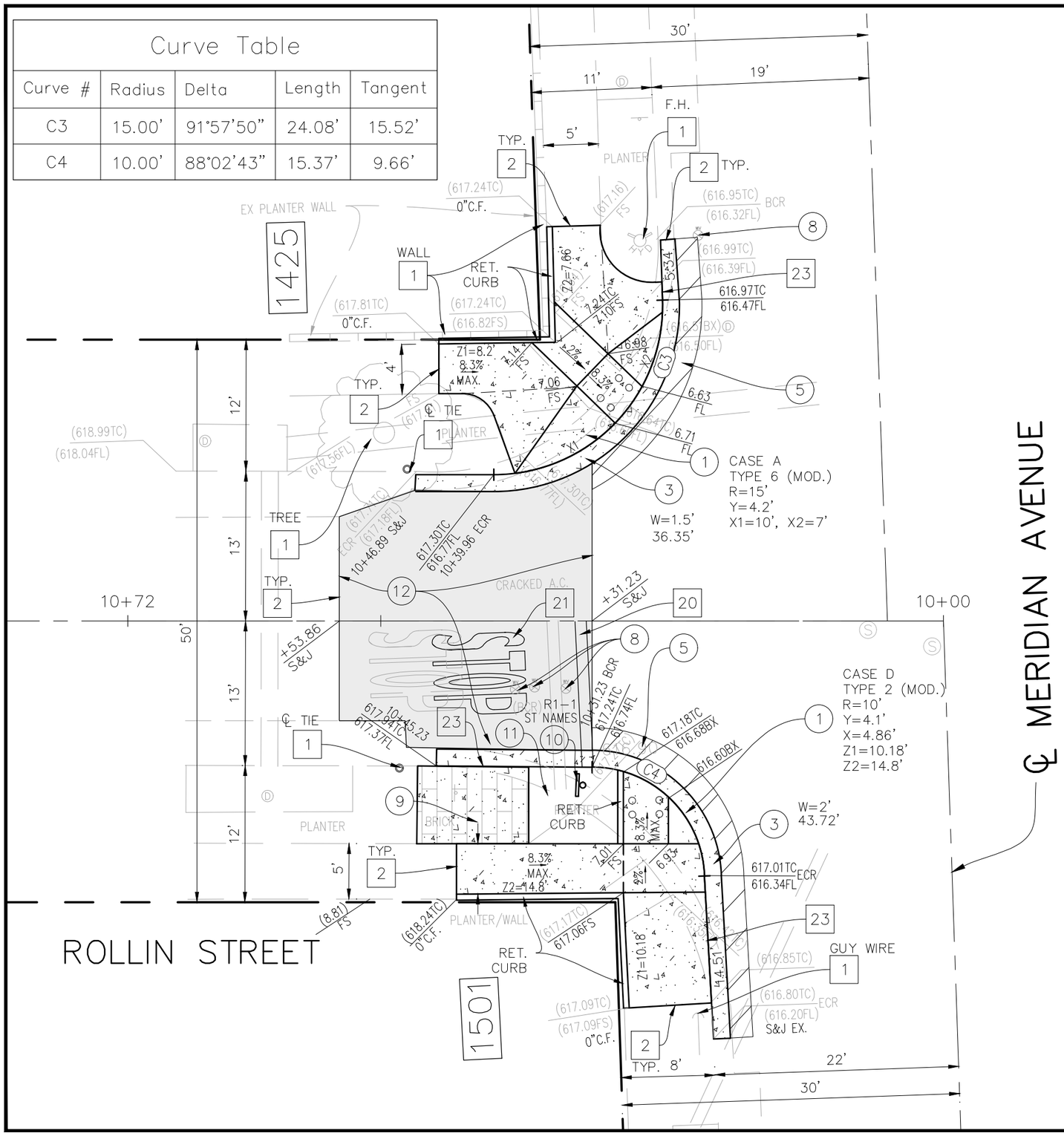
CITY OF SOUTH PASADENA

LYNDON STREET

PROJECT NO. 2020-03 (002003)

SHEET NO. 2 OF 7

Curve Table				
Curve #	Radius	Delta	Length	Tangent
C3	15.00'	91°57'50"	24.08'	15.52'
C4	10.00'	88°02'43"	15.37'	9.66'



CONSTRUCTION NOTES:

1. SAWCUT & REMOVE EX. AS SHOWN ON PLANS & CONSTRUCT P.C.C. CURB RAMP PER SPPWC STD. PLAN 111–5 (CASE, TYPE PER PLAN) WITH RETAINING CURB, WITH TRANSITION SIDEWALK PER SPPWC STD. PLAN 112–2 WITH RED BRICK DETECTABLE WARNING DEVICES PER FEDERAL & STATE ADA GUIDELINES.
3. SAWCUT & REMOVE EX. & CONSTRUCT NEW CURB & GUTTER PER SPPWC STD. PLAN No. 120–3 TYPE A2–8 (MODIFIED TO VARIABLE CURB FACE, W PER PLAN).
5. SAWCUT & REMOVE EX. & CONSTRUCT SLOT PAVING (8" A.C. OVER NATIVE, 2' IN WIDTH).
8. ADJUST WATER VALVE CAN AND COVER TO GRADE.
9. REMOVE EXISTING BRICK &CONSTRUCT 4" P.C.C. SIDEWALK PER SPPWC STD. No.113–2 OVER 6"C.M.B..
10. REMOVE EXISTING SIGNS & POST AND INSTALL NEW SIGNS AND POST.
11. REMOVE EXISTING AND EXTEND PLANTER AND REPLANT IN KIND AS DIRECTED BY THE ENGINEER.
12. SAWCUT & REMOVE EXISTING & CONSTRUCT 2" AC (TYPE C2 PG64–10) OVER 6" DGAC OVER 95% COMPACTED NATIVE.

STRIPING CONSTRUCTION NOTES:

20. INSTALL 12" WHITE LIMIT LINE PER CALTRANS STD. PLAN A24G.
21. INSTALL PAVEMENT LEGEND AS SHOWN AND PER CALTRANS STDS. PLANS.
23. PAINT CURB WITH 2 COATS OF RED PAINT.

DISPOSITION NOTES

1. PROTECT IN PLACE
2. SAWCUT & JOIN EX.

SCALE 1"=10'

0 10' 20'

CITY OF SOUTH PASADENA

ROLLIN STREET

PROJECT NO. 2020-03 (002003)

SHEET NO. 3 OF 7



CONSTRUCTION NOTES:

1. SAWCUT & REMOVE EX. AS SHOWN ON PLANS & CONSTRUCT P.C.C. CURB RAMP PER SPPWC STD. PLAN 111–5 (CASE, TYPE PER PLAN) WITH RETAINING CURB, WITH TRANSITION SIDEWALK PER SPPWC STD. PLAN 112–2 WITH RED BRICK DETECTABLE WARNING DEVICES PER FEDERAL & STATE ADA GUIDELINES.
4. SAWCUT & REMOVE EX. & CONSTRUCT NEW CURB PER SPPWC STD. PLAN No. 120–3 TYPE A1–8 (MODIFIED TO VARIABLE CURB FACE).
5. SAWCUT & REMOVE EX. & CONSTRUCT SLOT PAVING (8" A.C. OVER NATIVE, 2' IN WIDTH).
10. REMOVE EXISTING SIGNS & POST AND INSTALL NEW SIGNS AND POST.

STRIPING CONSTRUCTION NOTES:

ALL WORK AND MATERIALS SHALL CONFORM TO THE LATEST EDITION OF CALTRANS STANDARD PLANS AND SPECIFICATIONS.

20. INSTALL 12" WHITE LIMIT LINE PER CALTRANS STD. PLAN A24G.
21. INSTALL PAVEMENT LEGEND AS SHOWN AND PER CALTRANS STDS. PLANS.

DISPOSITION NOTES

1. PROTECT IN PLACE
2. SAWCUT & JOIN EX.

Curve Table				
Curve #	Radius	Delta	Length	Tangent
C7	16.50'	52°09'10"	15.02'	8.07'
C8	16.00'	36°05'59"	10.08'	5.21'

SCALE 1"=10'

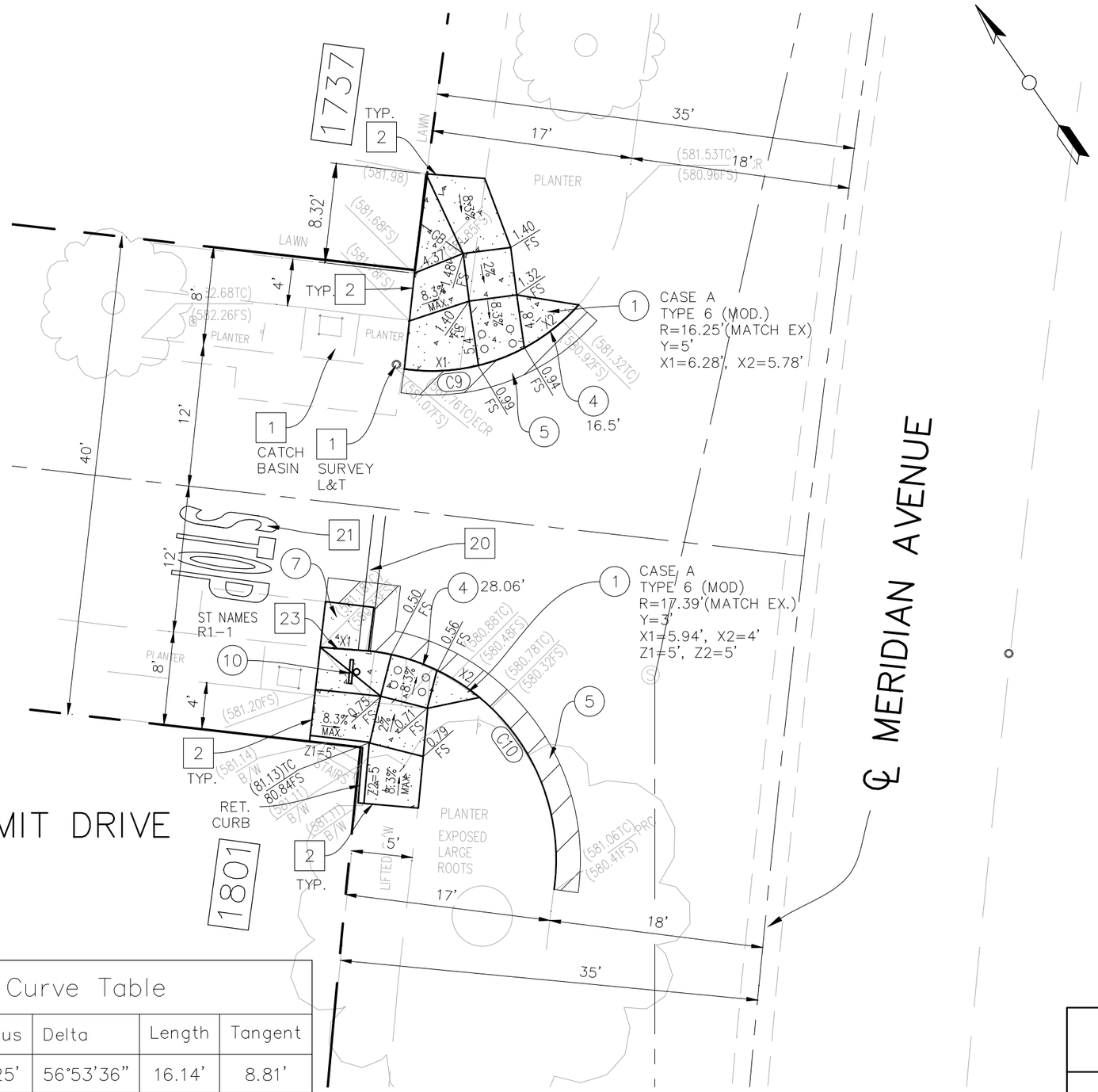
0 10' 20'

CITY OF SOUTH PASADENA

GILLETTE CRESCENT(N)

PROJECT NO. 2020–03 (002003)

SHEET NO. 4 OF 7



CONSTRUCTION NOTES:

1. SAWCUT & REMOVE EX. AS SHOWN ON PLANS & CONSTRUCT P.C.C. CURB RAMP PER SPPWC STD. PLAN 111–5 (CASE, TYPE PER PLAN) WITH RETAINING CURB, WITH TRANSITION SIDEWALK PER SPPWC STD. PLAN 112–2 WITH RED BRICK DETECTABLE WARNING DEVICES PER FEDERAL & STATE ADA GUIDELINES.
4. SAWCUT & REMOVE EX. & CONSTRUCT NEW CURB PER SPPWC STD. PLAN No. 120–3 TYPE A1–8 (MODIFIED TO VARIABLE CURB FACE).
5. SAWCUT & REMOVE EX. & CONSTRUCT SLOT PAVING (8" A.C. OVER NATIVE, 2' IN WIDTH).
7. SAWCUT & REMOVE EX. & CONSTRUCT PORTION OF LOCAL DEPRESSION PER SPPWC STD. PLAN No. 313–4 (MODIFIED TO MATCH EX.).
10. REMOVE EXISTING SIGNS & POST AND INSTALL NEW SIGNS AND POST.

STRIPING CONSTRUCTION NOTES:

ALL WORK AND MATERIALS SHALL CONFORM TO THE LATEST EDITION OF CALTRANS STANDARD PLANS AND SPECIFICATIONS.

20. INSTALL 12" WHITE LIMIT LINE PER CALTRANS STD. PLAN A24G.
21. INSTALL PAVEMENT LEGEND AS SHOWN AND PER CALTRANS STDS. PLANS.
23. PAINT CURB WITH 2 COATS OF RED PAINT.

DISPOSITION NOTES

1. PROTECT IN PLACE
2. SAWCUT & JOIN EX.

SCALE 1"=10'

0 10' 20'

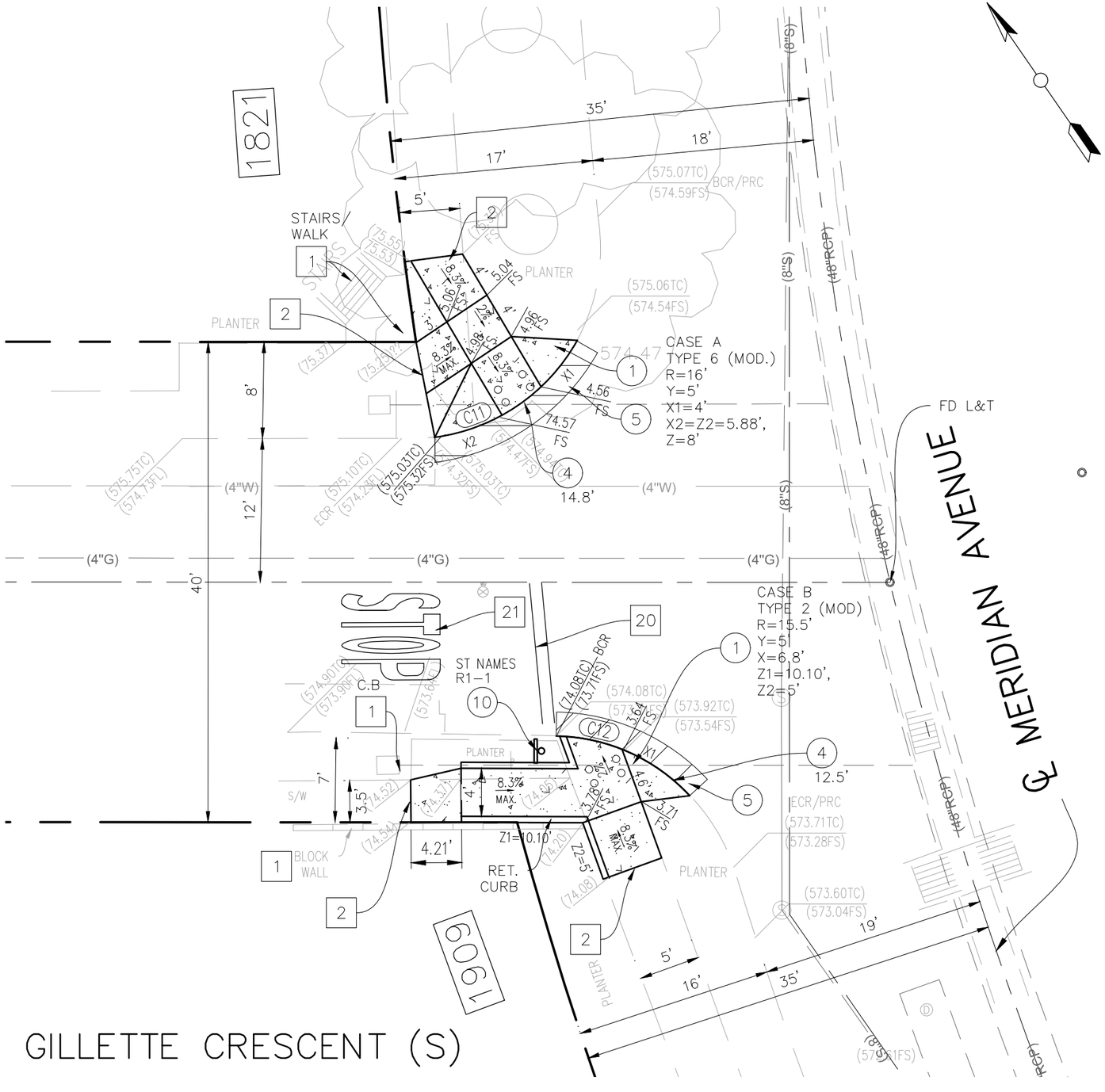
Curve Table				
Curve #	Radius	Delta	Length	Tangent
C9	16.25'	56°53'36"	16.14'	8.81'
C10	17.50'	91°52'53"	28.06'	18.08'

CITY OF SOUTH PASADENA

SUMMIT DRIVE

PROJECT NO. 2020–03 (002003)

SHEET NO. 5 OF 7



CONSTRUCTION NOTES:

1. SAWCUT & REMOVE EX. AS SHOWN ON PLANS & CONSTRUCT P.C.C. CURB RAMP PER SPPWC STD. PLAN 111–5 (CASE, TYPE PER PLAN) WITH RETAINING CURB, WITH TRANSITION SIDEWALK PER SPPWC STD. PLAN 112–2 WITH RED BRICK DETECTABLE WARNING DEVICES PER FEDERAL & STATE ADA GUIDELINES.
4. SAWCUT & REMOVE EX. & CONSTRUCT NEW CURB PER SPPWC STD. PLAN No. 120–3 TYPE A1–8 (MODIFIED TO VARIABLE CURB FACE).
5. SAWCUT & REMOVE EX. & CONSTRUCT SLOT PAVING (8" A.C. OVER NATIVE, 2' IN WIDTH).
10. REMOVE EXISTING SIGNS & POST AND INSTALL NEW SIGNS AND POST.

STRIPING CONSTRUCTION NOTES:

ALL WORK AND MATERIALS SHALL CONFORM TO THE LATEST EDITION OF CALTRANS STANDARD PLANS AND SPECIFICATIONS.

20. INSTALL 12" WHITE LIMIT LINE PER CALTRANS STD. PLAN A24G.
21. INSTALL PAVEMENT LEGEND AS SHOWN AND PER CALTRANS STDS. PLANS.

DISPOSITION NOTES

1. PROTECT IN PLACE
2. SAWCUT & JOIN EX.

Curve Table				
Curve #	Radius	Delta	Length	Tangent
C12	15.50'	46°09'31"	12.49'	6.60'

SCALE 1"=10'

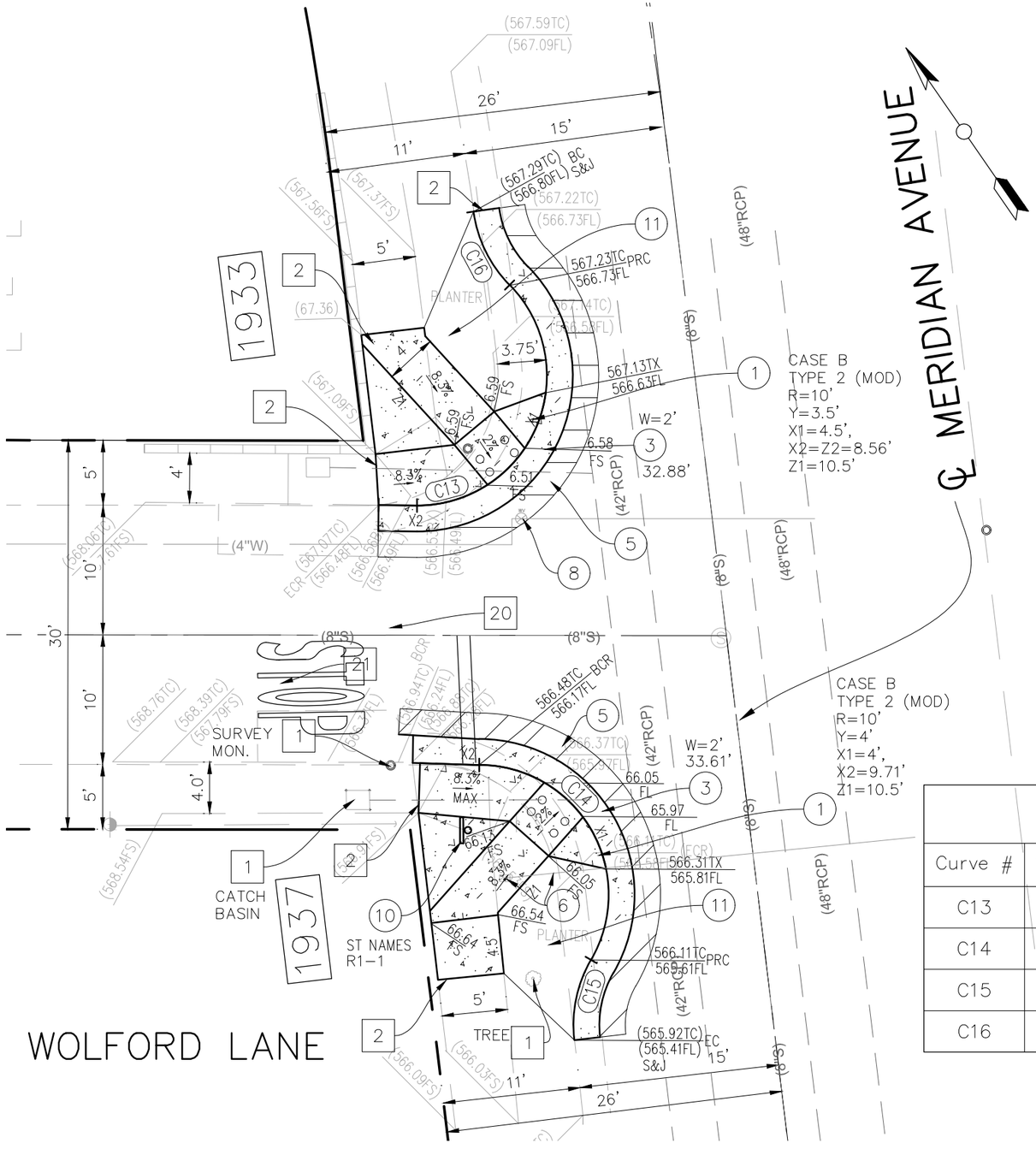
0 10' 20'

CITY OF SOUTH PASADENA

GILLETTE CRESCENT (S)

PROJECT NO. 2020–03 (002003)

SHEET NO. 6 OF 7



CONSTRUCTION NOTES:

1. SAWCUT & REMOVE EX. AS SHOWN ON PLANS & CONSTRUCT P.C.C. CURB RAMP PER SPPWC STD. PLAN 111–5 (CASE, TYPE PER PLAN) WITH RETAINING CURB, WITH TRANSITION SIDEWALK PER SPPWC STD. PLAN 112–2 WITH RED BRICK DETECTABLE WARNING DEVICES PER FEDERAL & STATE ADA GUIDELINES.
3. SAWCUT & REMOVE EX. & CONSTRUCT NEW CURB & GUTTER PER SPPWC STD. PLAN No. 120–3 TYPE A2–8 (MODIFIED TO VARIABLE CURB FACE, W PER PLAN).
5. SAWCUT & REMOVE EX. & CONSTRUCT SLOT PAVING (8" A.C. OVER NATIVE, 2' IN WIDTH).
6. REMOVE EXISTING AND INSTALL NEW 1" SERVICE & METER AND CONNECT TO EX. WATER SERVICE PER LACWD STD. PLAN W–5. (MODIFIED)
8. ADJUST WATER VALVE CAN AND COVER TO GRADE.
10. REMOVE EXISTING SIGNS & POST AND INSTALL NEW SIGNS AND POST.
11. REMOVE EXISTING AND EXTEND PLANTER AND REPLANT IN KIND AS DIRECTED BY THE ENGINEER.

STRIPING CONSTRUCTION NOTES:

ALL WORK AND MATERIALS SHALL CONFORM TO THE LATEST EDITION OF CALTRANS STANDARD PLANS AND SPECIFICATIONS.

20. INSTALL 12" WHITE LIMIT LINE PER CALTRANS STD. PLAN A24G.
21. INSTALL PAVEMENT LEGEND AS SHOWN AND PER CALTRANS STDS. PLANS.

DISPOSITION NOTES

1. PROTECT IN PLACE
2. SAWCUT & JOIN EX.

Curve Table				
Curve #	Radius	Delta	Length	Tangent
C13	10.00'	134°35'42"	23.49'	23.90'
C14	10.00'	120°05'59"	20.96'	17.36'
C15	10.00'	36°50'06"	6.43'	3.33'
C16	10.00'	36°46'59"	6.42'	3.32'

SCALE 1"=10'

0 10' 20'

CITY OF SOUTH PASADENA

WOLFORD LANE

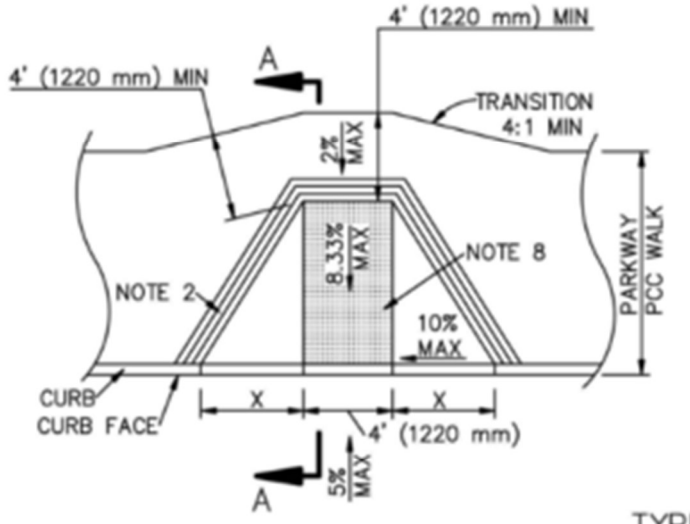
PROJECT NO. 2020–03 (002003)

SHEET NO. 7 OF 7

APPENDIX III

FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT
(CDBG) PROJECT NO. 2020-03 (002003)
IN THE CITY OF SOUTH PASADENA, CALIFORNIA

Referenced Standard Plans for Public Works Construction (SPPWC)
And
Referenced Los Angeles County Waterworks District (LACWD) Standard Plans



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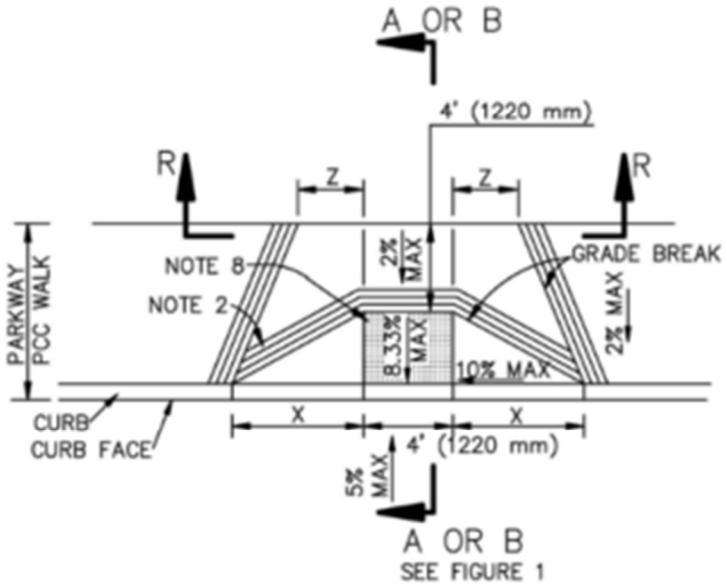
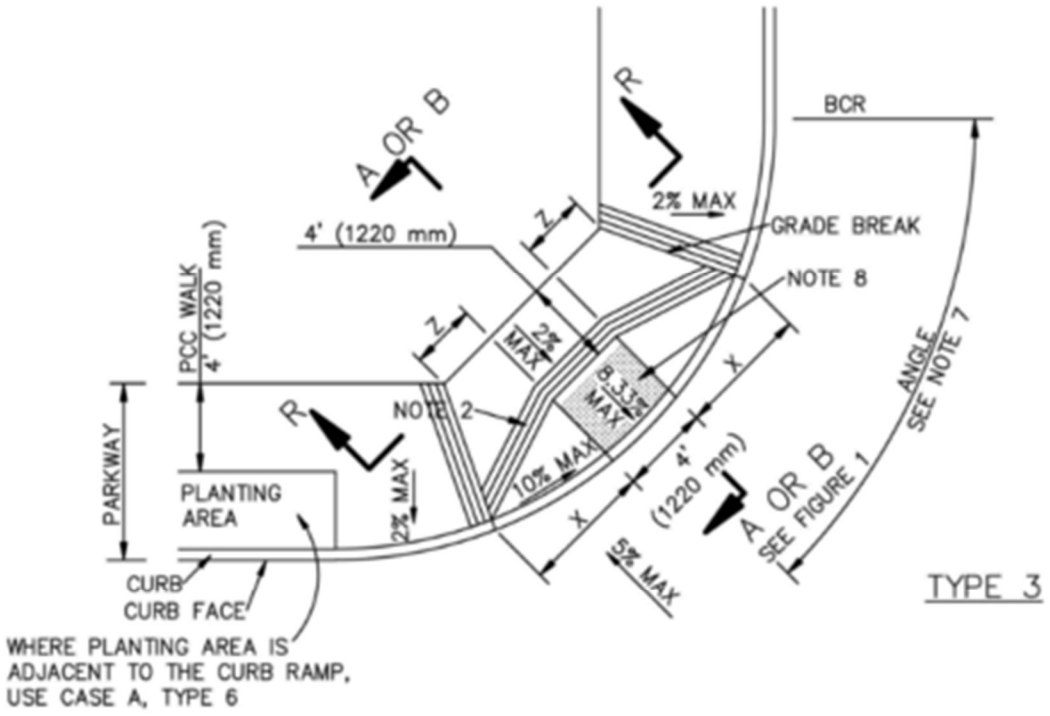


TYPE 2

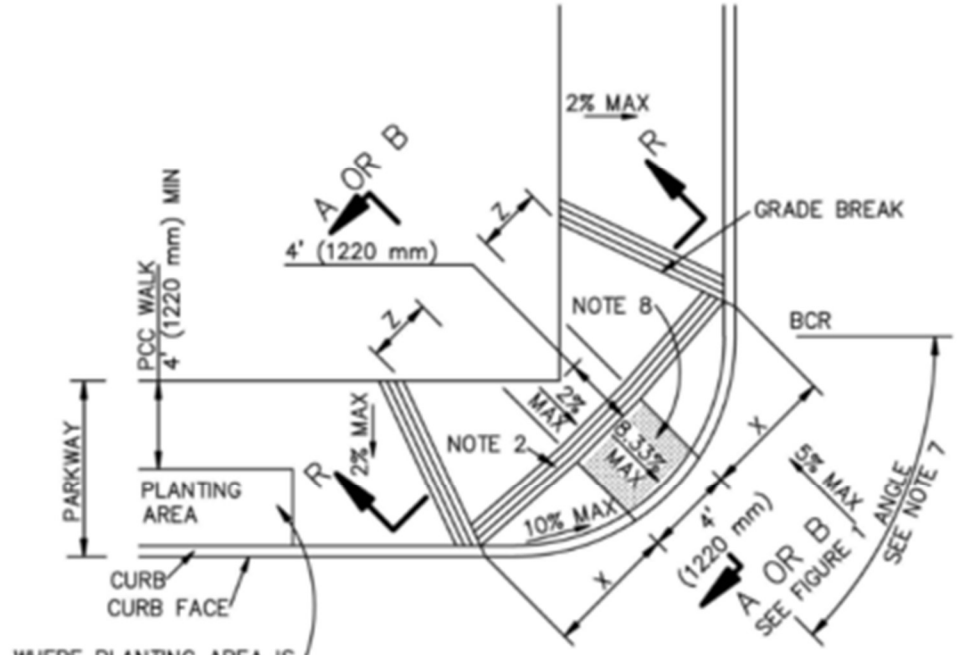
CASE A

PARTS OF THIS STANDARD PLAN SHOW INSTALLATION FOR TYPICAL RETROFIT CONDITIONS, AND ARE NOT FULLY COMPLIANT WITH CALIFORNIA BUILDING CODE REQUIREMENTS FOR NEW DEVELOPMENT.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION		
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1992 REV. 1996, 2000, 2005, 2009, 2013	**CURB RAMP**	STANDARD PLAN **111–5**
	USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION	SHEET 1 OF 10



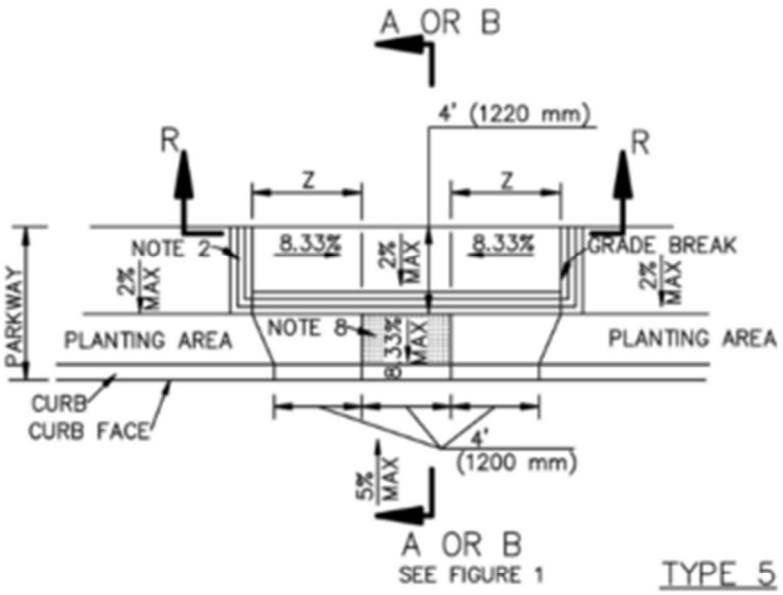
TYPE 3



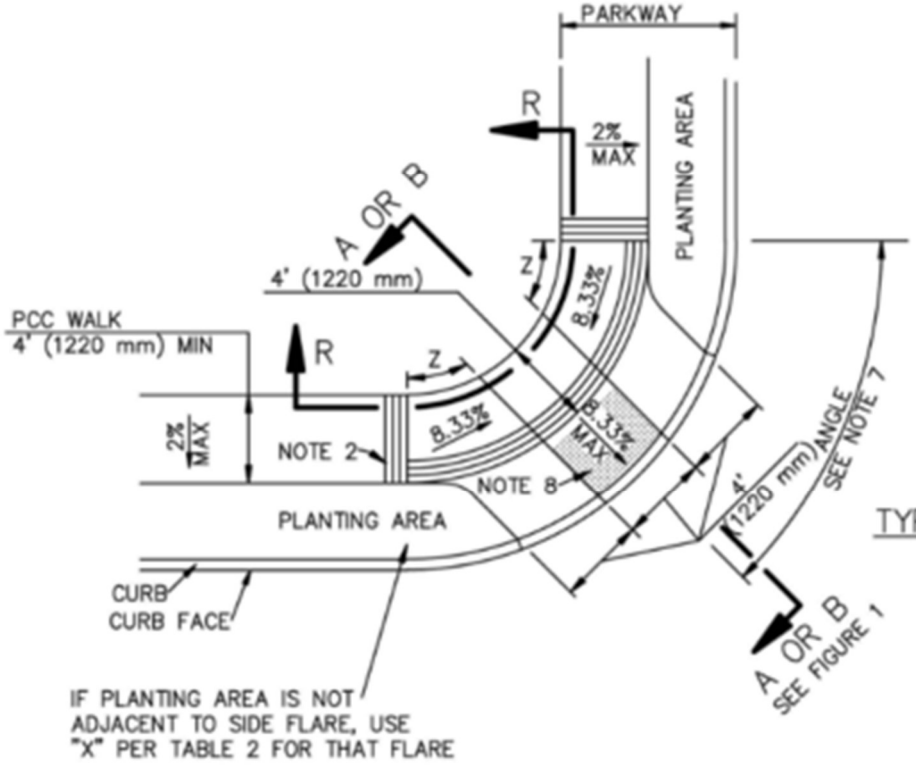
TYPE 4

CASE A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111–5
	SHEET 2 OF 10



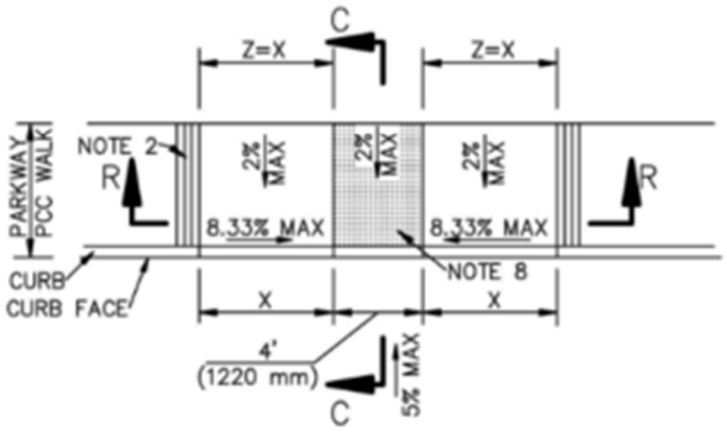
TYPE 5



TYPE 6

CASE A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111–5
	SHEET 3 OF 10



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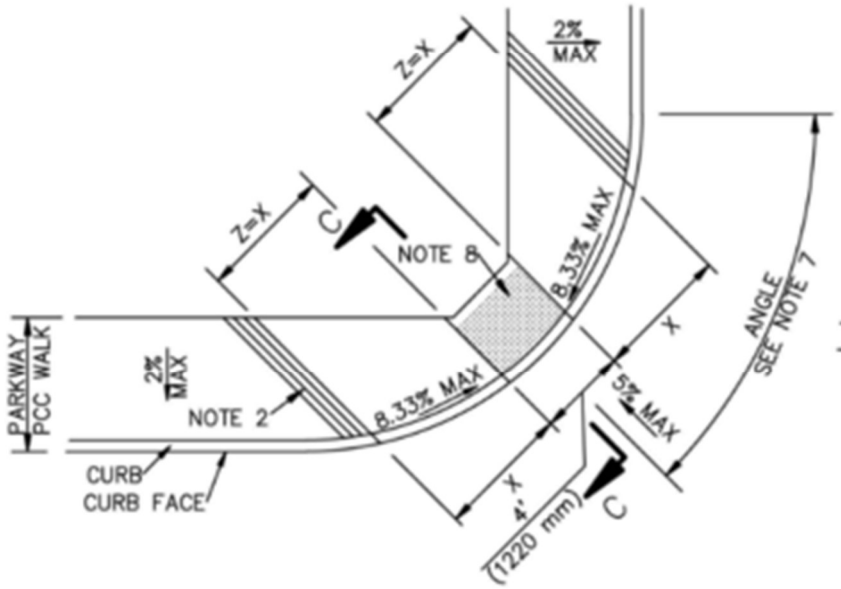
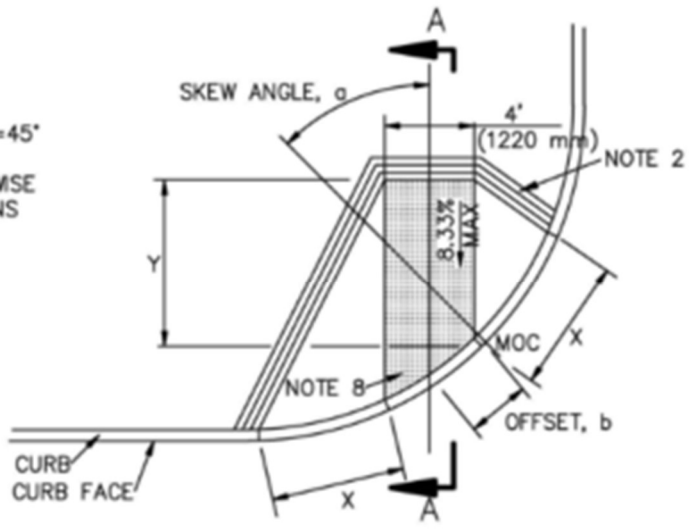


TYPE 2

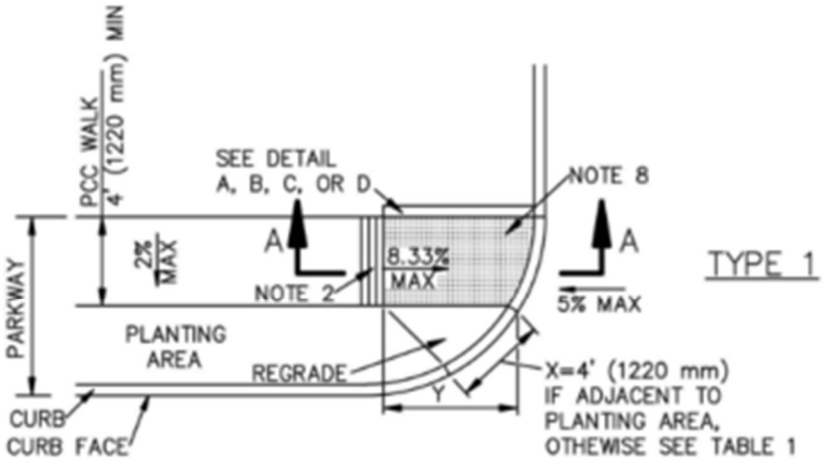
CASE B

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111–5**
	SHEET 4 OF 10

SKEW ANGLE α=45°
OFFSET b=0
UNLESS OTHERWISE
NOTED ON PLANS



CASE C



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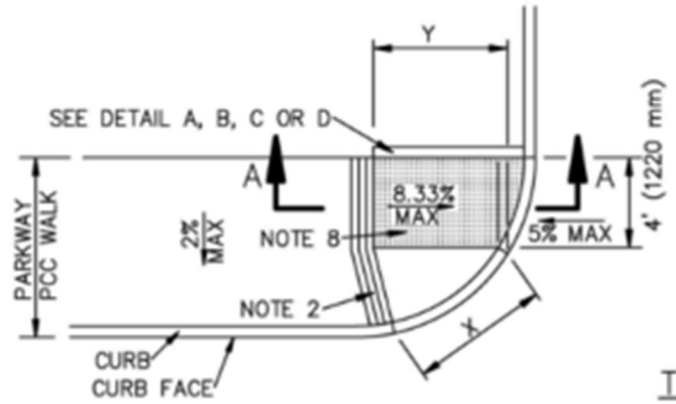
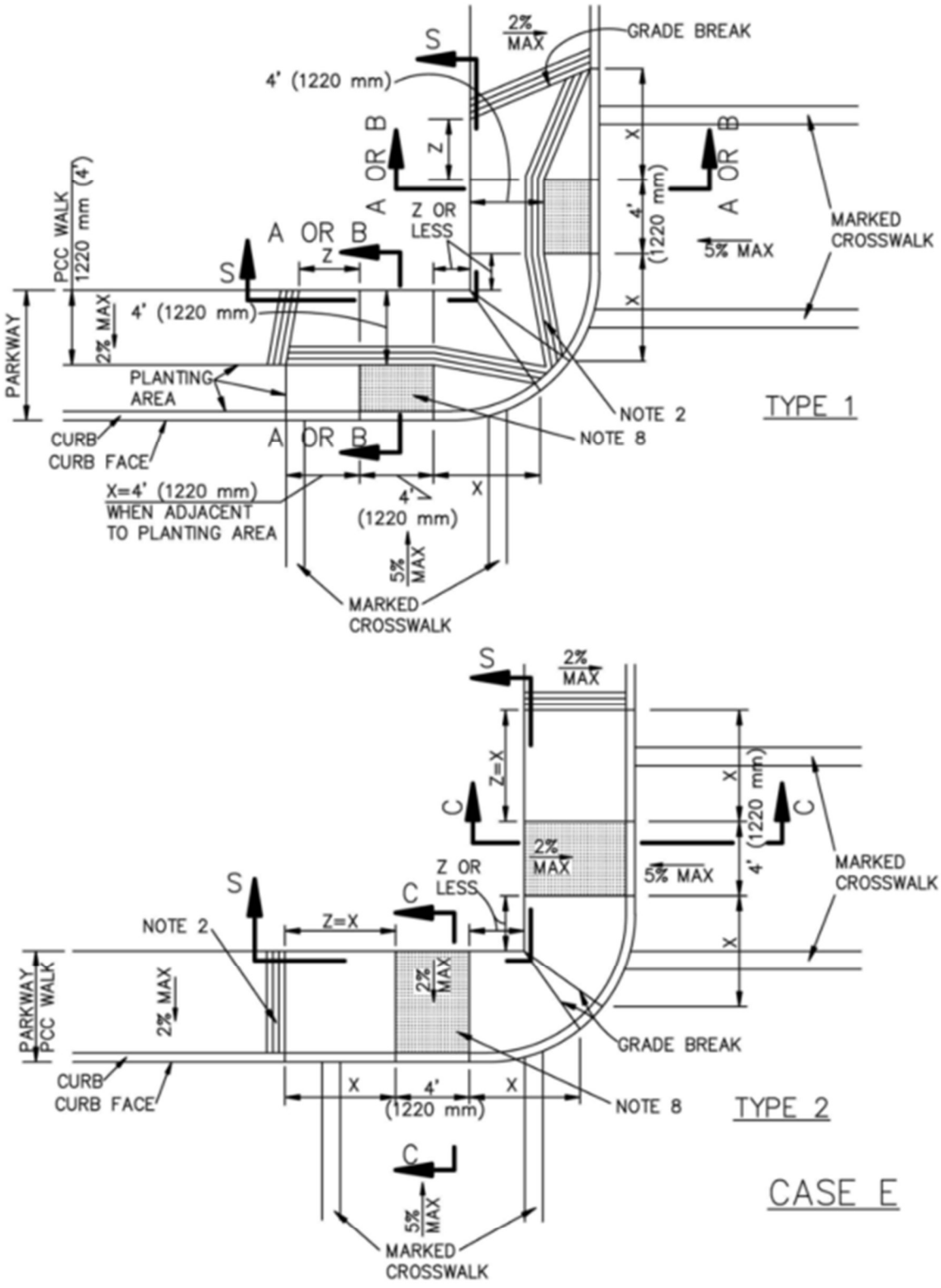


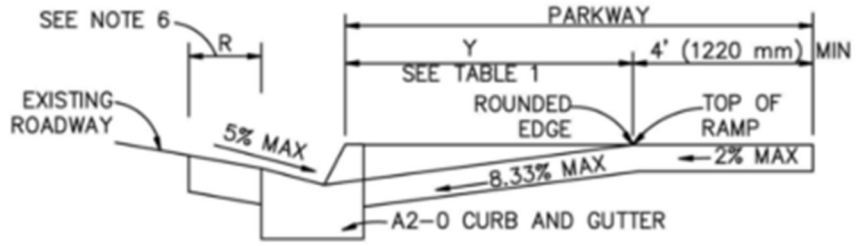
TYPE 2

CASE D

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111–5
	SHEET 5 OF 10

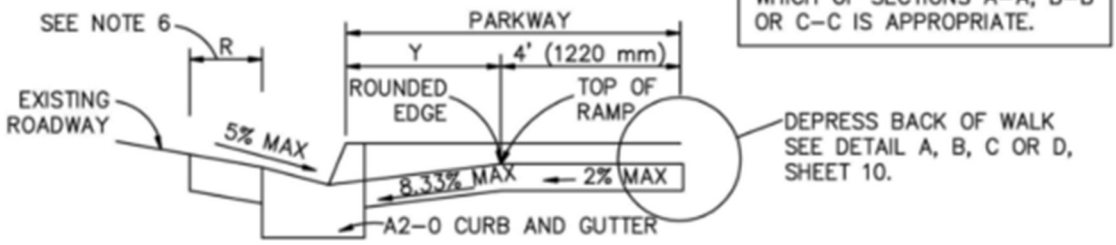


STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111–5**
	SHEET 6 OF 10

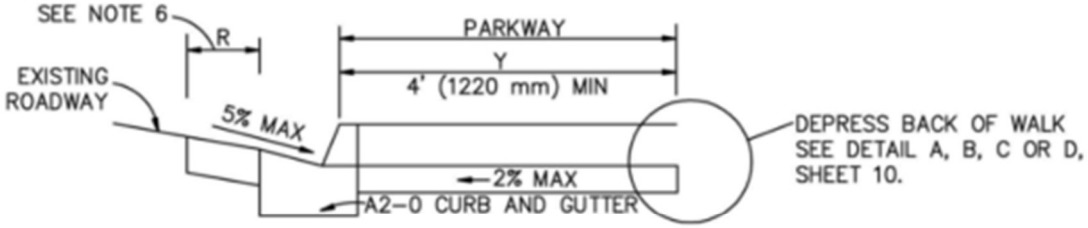


SECTION A–A

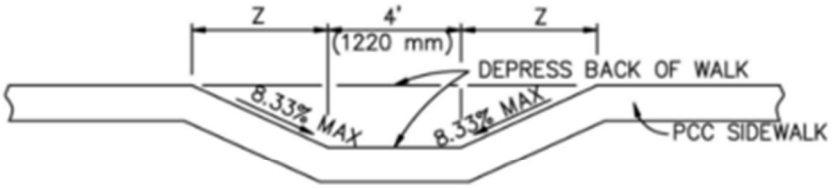
USE FIGURE 1 TO DETERMINE WHICH OF SECTIONS A–A, B–B OR C–C IS APPROPRIATE.



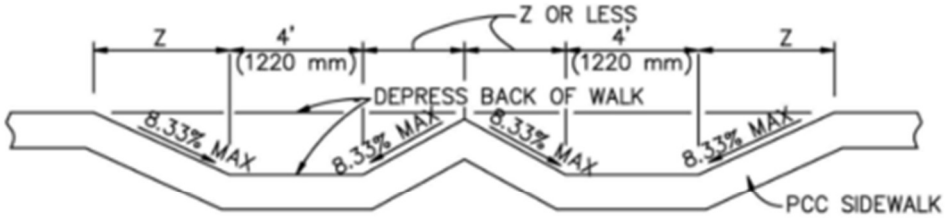
SECTION B–B



SECTION C–C



SECTION R–R



SECTION S–S

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN 111–5 SHEET 7 OF 10
CURB RAMP	

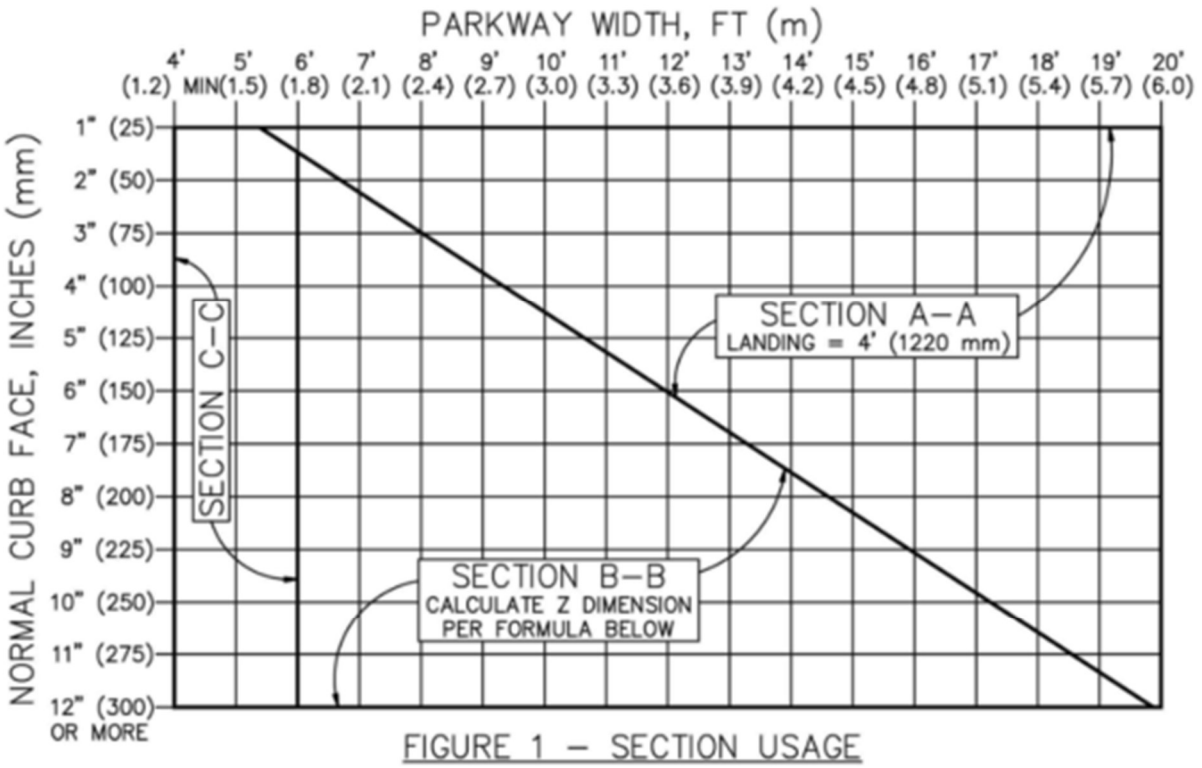


FIGURE 1 – SECTION USAGE

NORMAL CURB FACE, INCHES (mm)	X, FT (mm)	SECTION Y–Y Y, FT (mm)
2" (50)	4.00' (1220) MIN	2.63' (790)
3" (75)	4.00' (1220) MIN	3.95' (1185)
4" (100)	4.00' (1220) MIN	5.26' (1580)
5" (125)	4.17' (1275)	6.58' (1975)
6" (150)	5.00' (1525)	7.90' (2370)
7" (175)	5.83' (1775)	9.21' (2765)
8" (200)	6.67' (2035)	10.53' (3160)
9" (225)	7.50' (2285)	11.84' (3555)
10" (250)	8.33' (2540)	13.16' (3950)
11" (275)	9.17' (2795)	14.47' (4340)
12" (300)	10.00' (3050)	15.79' (4735)

SEE SHEET 9 FOR STREET SLOPE ADJUSTMENT FACTORS, ALL STREETS

TABLE 1 – X AND Y VALUES

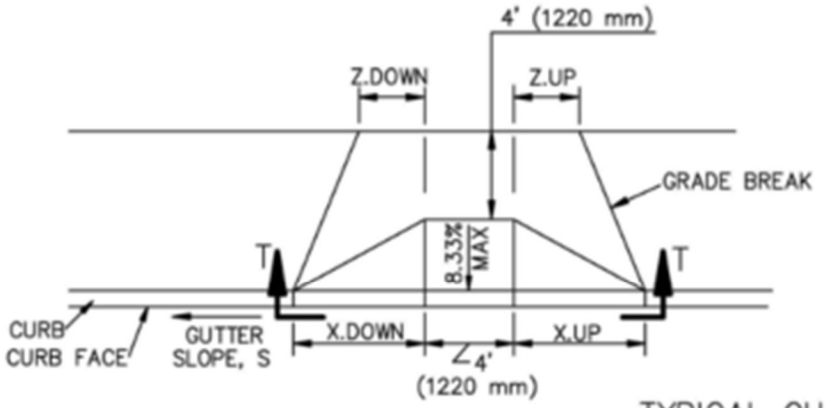
TABLE 1 REFERENCE FORMULAS:
X = CF / 8.333%
Y = CF / (8.333% – 2% WALK CROSS SLOPE)

WHERE FIGURE 1 SHOWS USE OF SECTION B–B, FIGURE Z DIMENSION AS FOLLOWS:

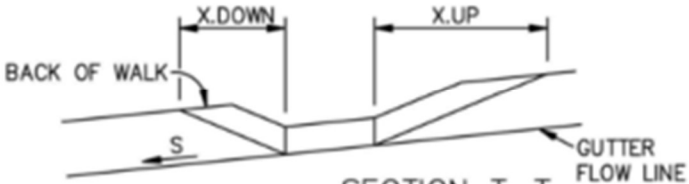
W = PARKWAY WIDTH
L = LANDING WIDTH, 4' (1220 mm) TYP
Z = [(Y+L)–W] x 0.760

IF (Y+L) < W, THEN Z = 0

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN 111–5
CURB RAMP	SHEET 8 OF 10



TYPICAL CURB RAMP



SECTION T–T
SLOPED STREET

FOR SLOPED STREETS, MULTIPLY THE DIMENSIONS PARALLEL TO THE STREET, X AND Z, UPSTREAM AND DOWNSTREAM OF THE RAMP, BY THE FACTORS IN THE FOLLOWING TABLE.

FOR EXAMPLE, X.DOWN = X x K.DOWN

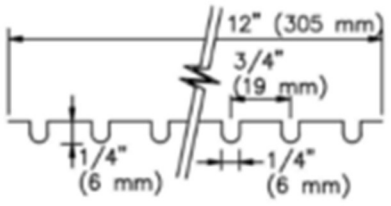
S	K.DOWN	K.UP
0%	1.000	1.000
0.2%	0.977	1.025
0.5%	0.943	1.064
1%	0.893	1.136
2%	0.806	1.316
3%	0.735	1.563
4%	0.676	1.923
5%	0.625	2.500

TABLE 2 – SLOPE ADJUSTMENTS

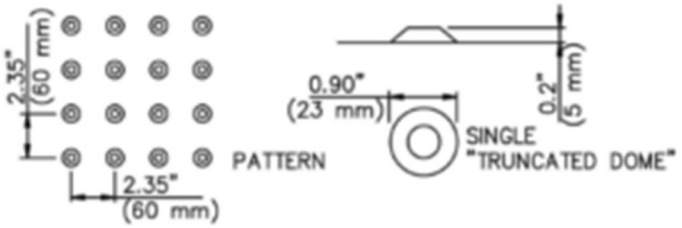
TABLE 2 REFERENCE FORMULAS:
K.DOWN = 8.333% / (8.333% + S)
K.UP = 8.333% / (8.333% – S)

STREET SLOPE ADJUSTMENTS

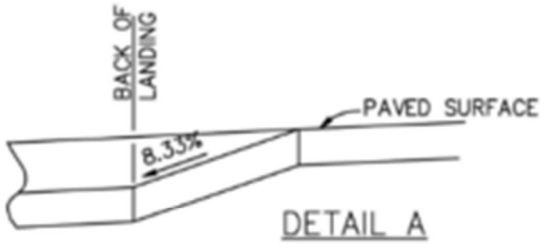
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111–5**
	SHEET 9 OF 10



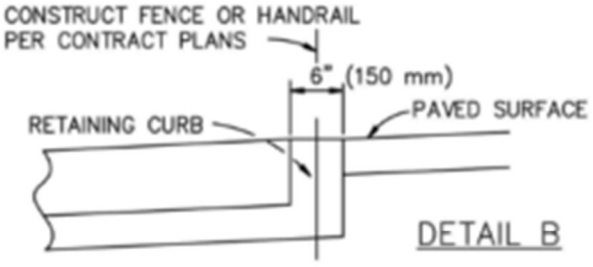
GROOVING DETAIL



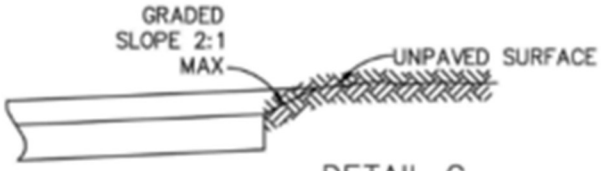
DETECTABLE WARNING DETAIL



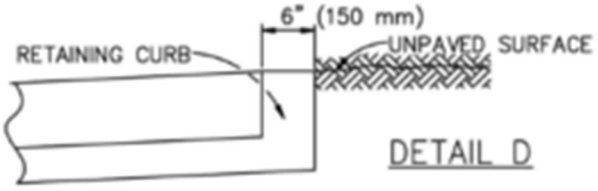
DETAIL A



DETAIL B



DETAIL C

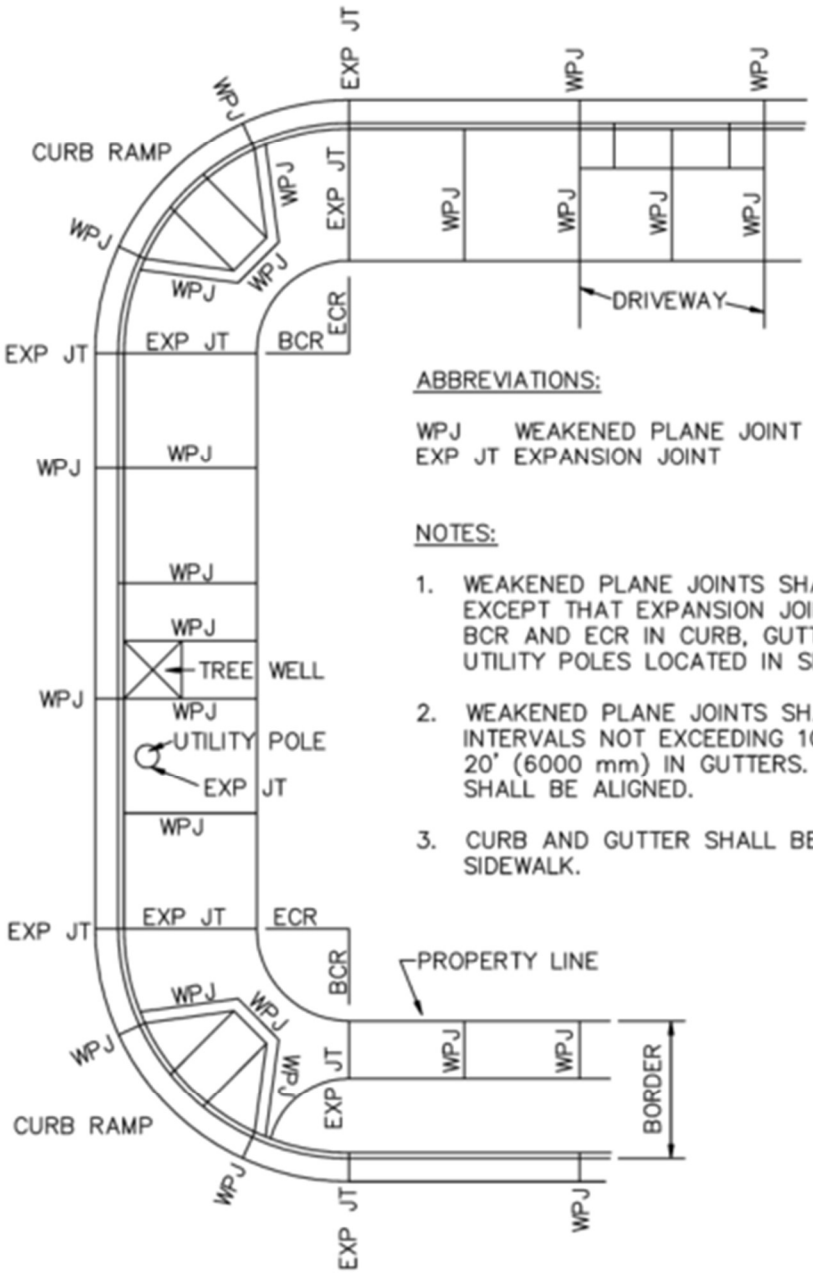


DETAIL D

GENERAL NOTES:

1. CONCRETE SHALL BE CLASS 520-C-2500 (310-C-17) CONFORMING TO SSPWC 201-1.1.2 AND SHALL BE 4" (100 mm) THICK.
2. THE RAMP SHALL HAVE A 12" (305 mm) WIDE BORDER WITH 1/4" (6 mm) GROOVES APPROXIMATELY 3/4" (19 mm) OC. SEE GROOVING DETAIL.
3. THE RAMP SURFACE SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE CONFORMING TO SSPWC 303-1.9.
4. USE DETAIL "A" OR "B" IF EXISTING SURFACE BEHIND LANDING IS PAVED.
5. USE DETAIL "C" OR "D" IF EXISTING SURFACE BEHIND LANDING IS UNPAVED.
6. R = 3' (900 mm) UNLESS OTHERWISE SHOWN ON PLAN. SEE SHEET 7.
7. ANGLE = $\Delta/2$ UNLESS OTHERWISE SHOWN ON PLAN.
8. CONSTRUCT DETECTABLE WARNING SURFACE PER DETAIL THIS SHEET. MATERIALS SHALL BE PER CONTRACT DOCUMENTS.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111-5**
	SHEET 10 OF 10



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

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

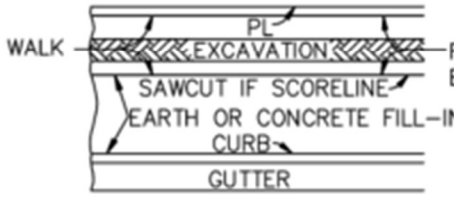
STANDARD PLAN 112-2

SHEET 1 OF 1

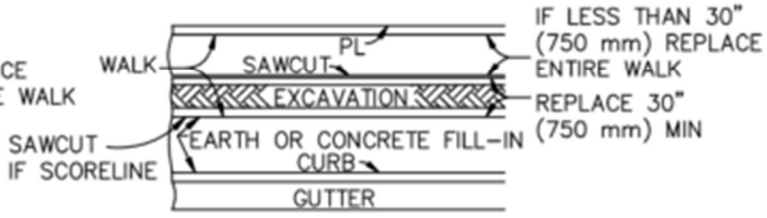
WALK OR FILL–IN REPLACEMENT FOR EXCAVATIONS MADE PARALLEL TO CURB OR PROPERTY LINE

WALK ADJACENT TO PROPERTY LINE

WALK LESS THAN 5' (1500 mm) WIDE

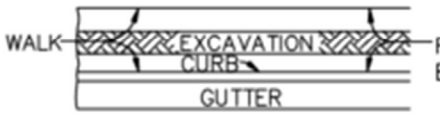


WALK 5' (1500 mm) WIDE OR MORE

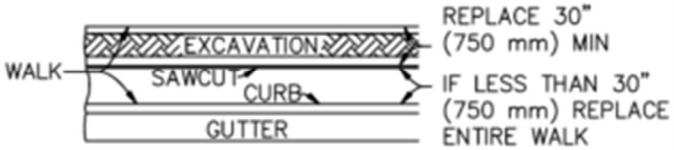


WALK ADJACENT TO CURB

WALK LESS THAN 5' (1500 mm) WIDE

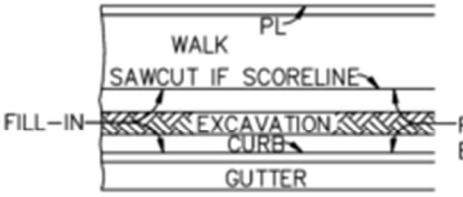


WALK 5' (1500 mm) WIDE OR MORE

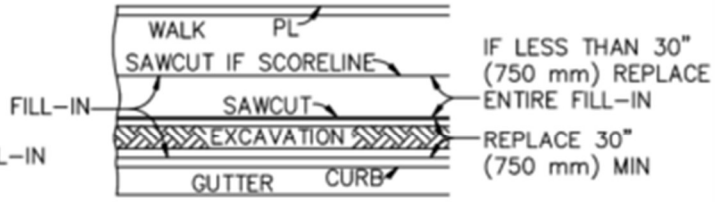


FILL–IN REPLACEMENT

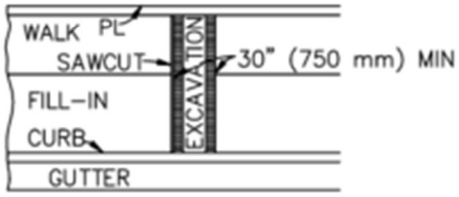
FILL–IN LESS THAN 5' (1500 mm) WIDE



FILL–IN 5' (1500 mm) WIDE OR MORE



WALK OR FILL–IN REPLACEMENT FOR EXCAVATIONS MADE NORMAL TO CURB OR PROPERTY LINE



THESE REQUIREMENTS ALSO APPLY TO ENDS OF PARALLEL EXCAVATIONS.

IF AN EXCAVATION FALLS WITHIN 30" (750 mm) OF AN EXPANSION JOINT, CONSTRUCTION JOINT, WEAKENED PLANE JOINT, OR EDGE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE JOINT OR EDGE.

IF AN EXCAVATION FALLS WITHIN 12" (300 mm) OF A SCORELINE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE SCORELINE. THE SCORELINE SHALL BE SAWCUT BEFORE CONCRETE REMOVAL.

THE MINIMUM LENGTH OF REPLACEMENT IN BOTH CASES SHALL BE 30" (750 mm).

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION		
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1993 REV. 1996, 2009	**SIDEWALK & DRIVEWAY REPLACEMENT** USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN **113–2** SHEET 1 OF 2

NOTES

1. CONCRETE WALK, FILL-IN AND DRIVEWAYS REMOVED IN CONNECTION WITH CONSTRUCTION SHALL BE REPLACED TO NEATLY SAWED EDGES. ALL CUTS SHALL BE PARALLEL TO OR PERPENDICULAR TO THE CURB; ON CURVES, THE CUT SHALL BE RADIAL TO THE CURB.

2. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS LESS THAN 11' (3300 mm) SHALL BE REPLACED IN THEIR ENTIRETY IF CUT IN ANY AREA.

3. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm') OR MORE MAY BE CUT WITHIN THE "W" SECTION. THE MINIMUM REPLACEMENT SHALL BE 30" (750 mm) IN LENGTH. THE MINIMUM DISTANCE ALLOWED BETWEEN SUCH CUTS SHALL BE 14' (4200 mm').

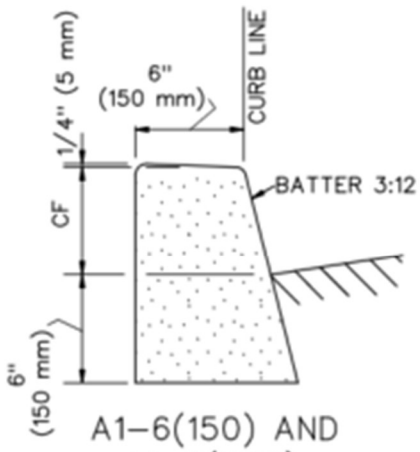
4. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT IN THE "X" OR "R" SECTION. REPLACEMENT SHALL BE THE ENTIRE "X" OR "R" SECTION.

5. DRIVEWAY APRONS SHALL BE REPLACED FROM THE BACK OF THE CURB TO THE FRONT EDGE OF THE WALK, EXCEPT, WHERE WALK IS ADJACENT TO CURB, REPLACEMENT SHALL BE FROM BACK OF CURB TO BACK OF WALK.

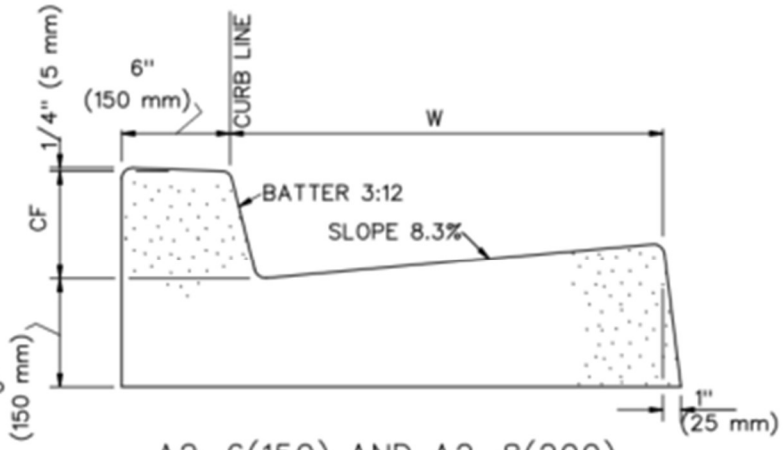
6. WALK PORTIONS OF DRIVEWAYS SHALL BE REPLACED AS SHOWN ABOVE FOR EXCAVATIONS MADE PARALLEL OR NORMAL TO CURB.

7. REPLACEMENT OF THE "X" OR "R" SECTION SHALL MATCH EXISTING CONSTRUCTION.

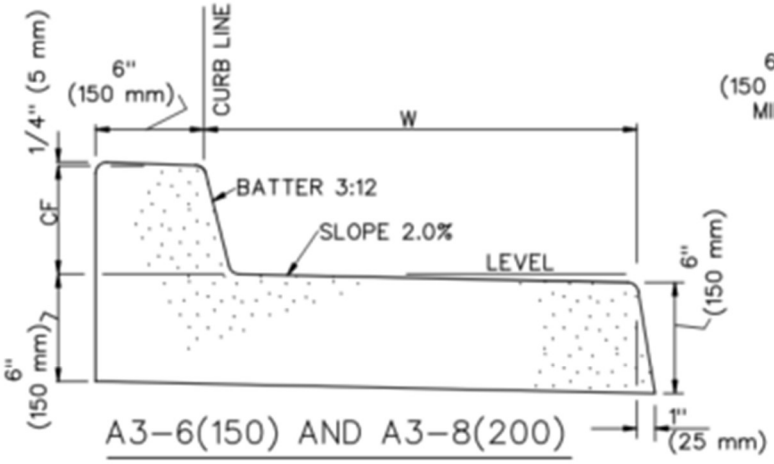
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
SIDEWALK & DRIVEWAY REPLACEMENT	113–2
	SHEET 2 OF 2



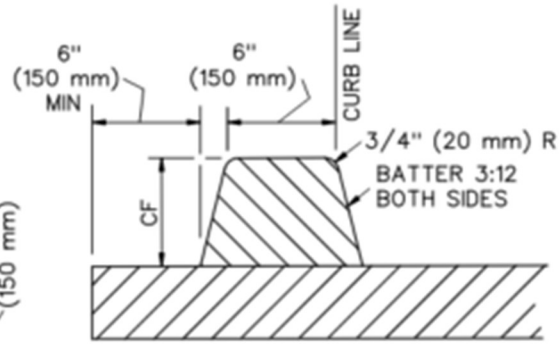
A1–6(150) AND
A1–8(200)



A2–6(150) AND A2–8(200)



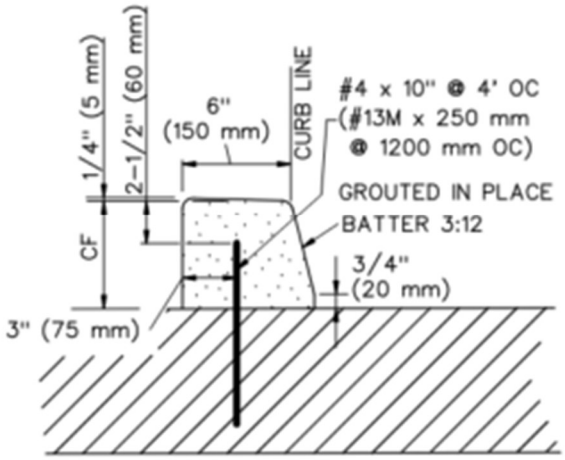
A3–6(150) AND A3–8(200)



D1–6(150) AND
D1–8(200)

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.



C1–6(150) AND C1–8(200)

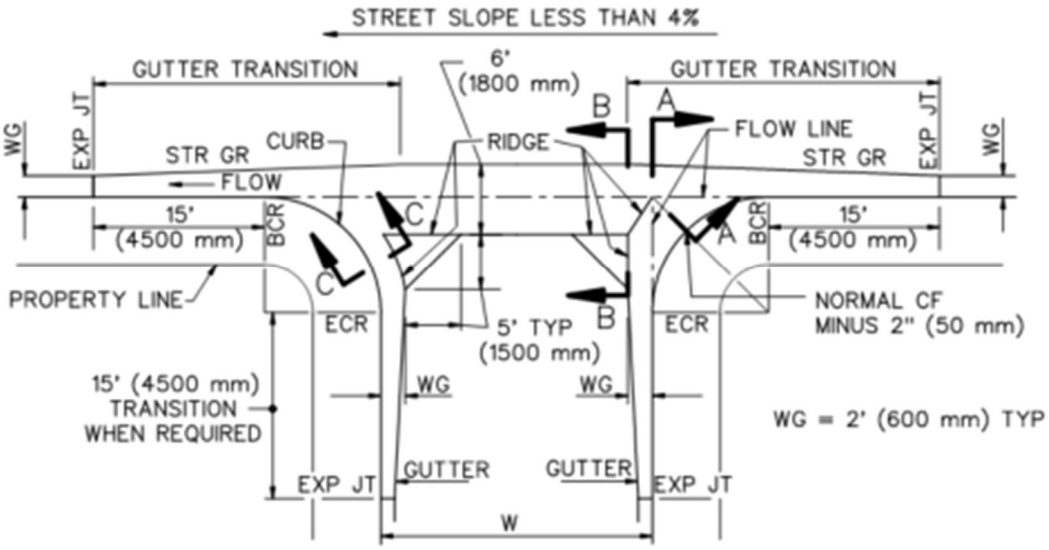
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1964
REV. 1986, 2009, 2021

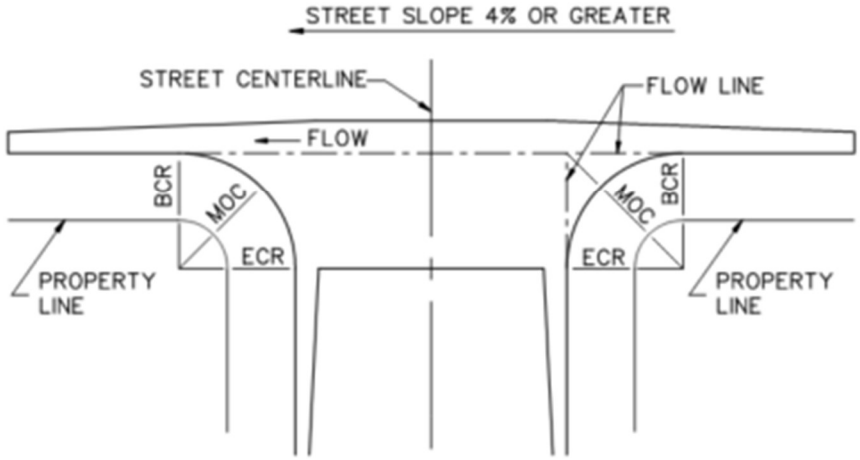
CURB AND GUTTER – BARRIER

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

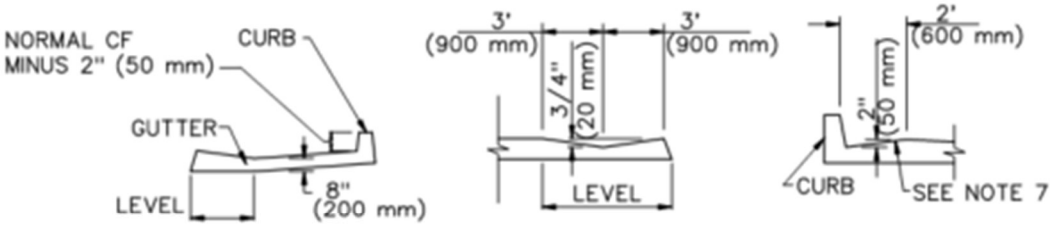
STANDARD PLAN
120–3
SHEET 1 OF 1



TYPICAL CROSS GUTTER PLAN
STREET SLOPE LESS THAN 4%

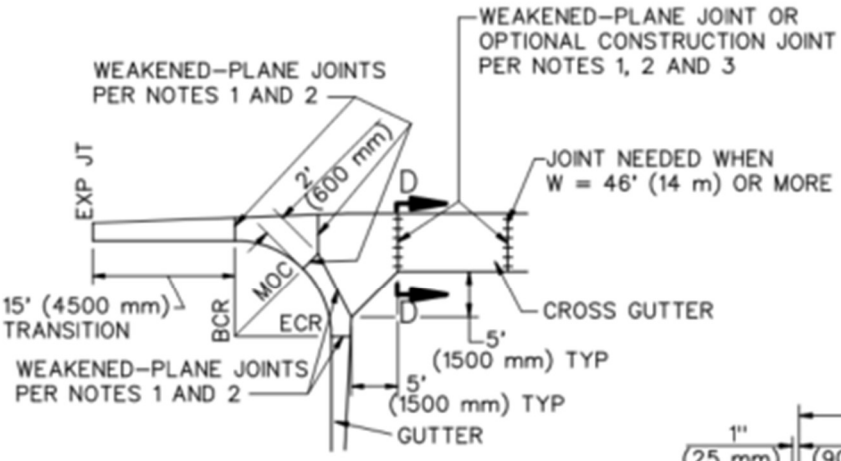


TYPICAL CROSS GUTTER PLAN
STREET SLOPE 4% OR GREATER

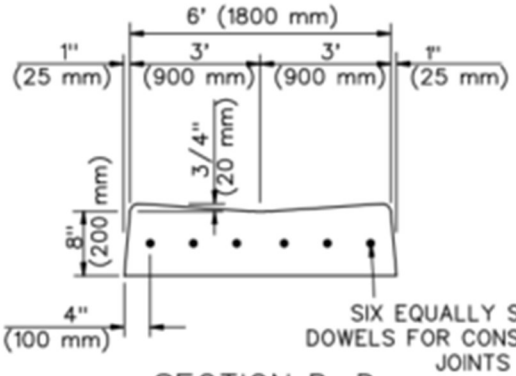


SECTION A–A SECTION B–B SECTION C–C

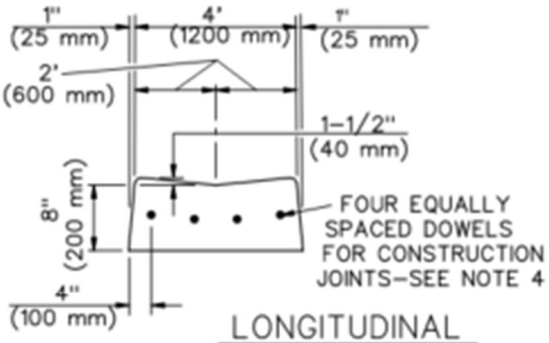
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION		
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1993, 2009, 2021	**CROSS AND LONGITUDINAL GUTTERS**	STANDARD PLAN **122–3**
	USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION	SHEET 1 OF 2



TYPICAL JOINT PLAN



SECTION D–D

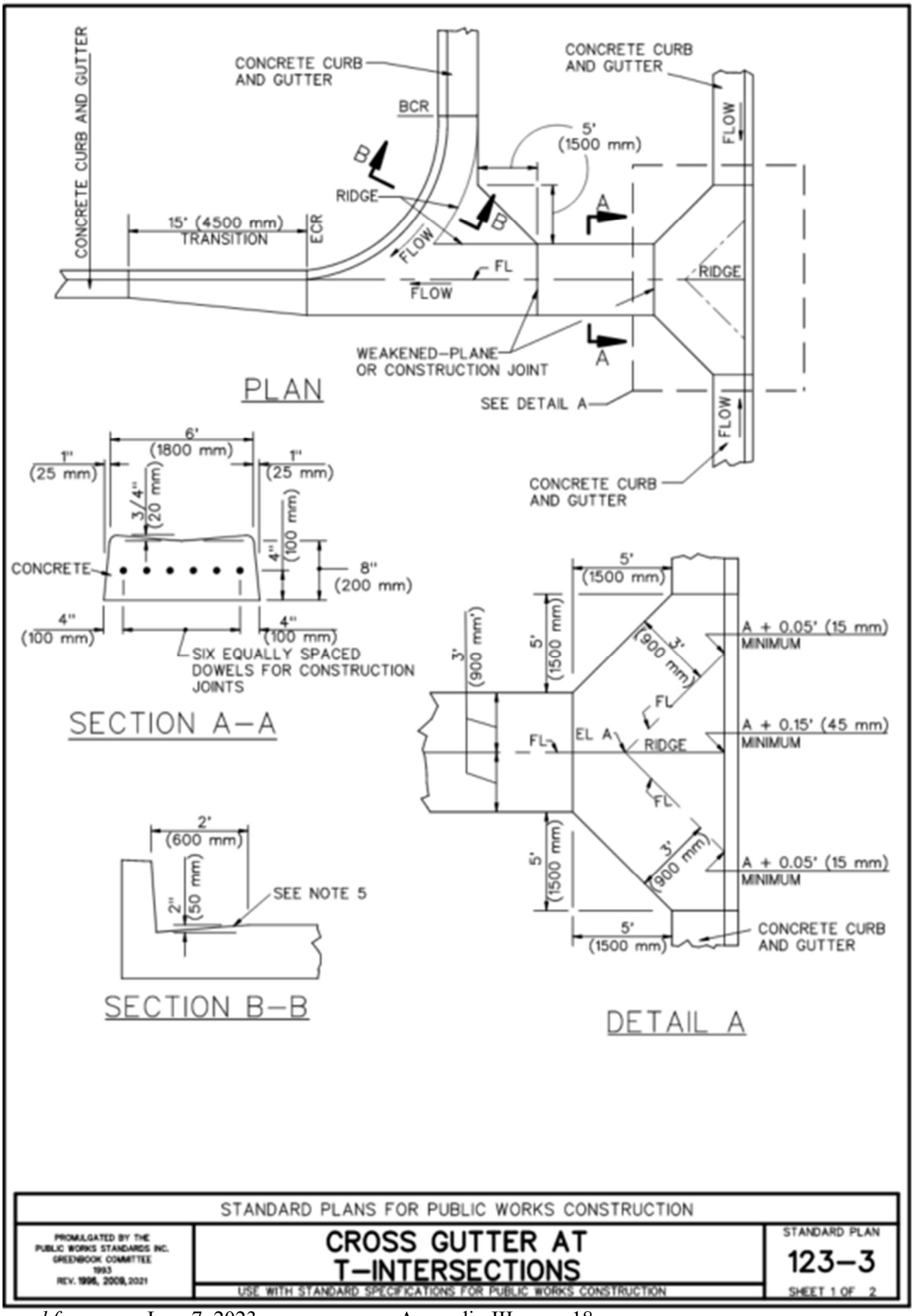


LONGITUDINAL
GUTTER

NOTES:

1. WEAKENED–PLANE AND/OR CONSTRUCTION JOINTS SHALL BE PLACED IN CURB AND GUTTER AT LOCATIONS SHOWN ON THE TYPICAL JOINT PLAN HEREON.
2. WEAKENED–PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1–1/2" (40 mm) DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
3. DOWELS FOR CONSTRUCTION JOINTS SHALL BE #4 BARS 18" LONG (#13M BARS 450 mm LONG).
4. PLACE A WEAKENED–PLANE OR CONSTRUCTION JOINT WHERE LONGITUDINAL ALLEY GUTTER JOINS CONCRETE ALLEY INTERSECTION.
5. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH 1/2" (15 mm) RADIUS.
6. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.
7. ADJACENT TO CURB RAMPS, CONCRETE SLOPE SHALL BE 5% MAXIMUM FOR A DISTANCE OF 5 FEET (1525 mm) FROM THE CURB FACE FOR THE WIDTH OF THE WIDTH OF THE RAMP, NOT INCLUDING SIDE TRANSITION CURBS.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CROSS AND LONGITUDINAL GUTTERS	**122–3**
	SHEET 2 OF 2



STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1993 REV. 1998, 2009, 2021

CROSS GUTTER AT T-INTERSECTIONS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 123-3

SHEET 1 OF 2

NOTES:

1. WEAKENED-PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1-1/2" (40 mm) DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.

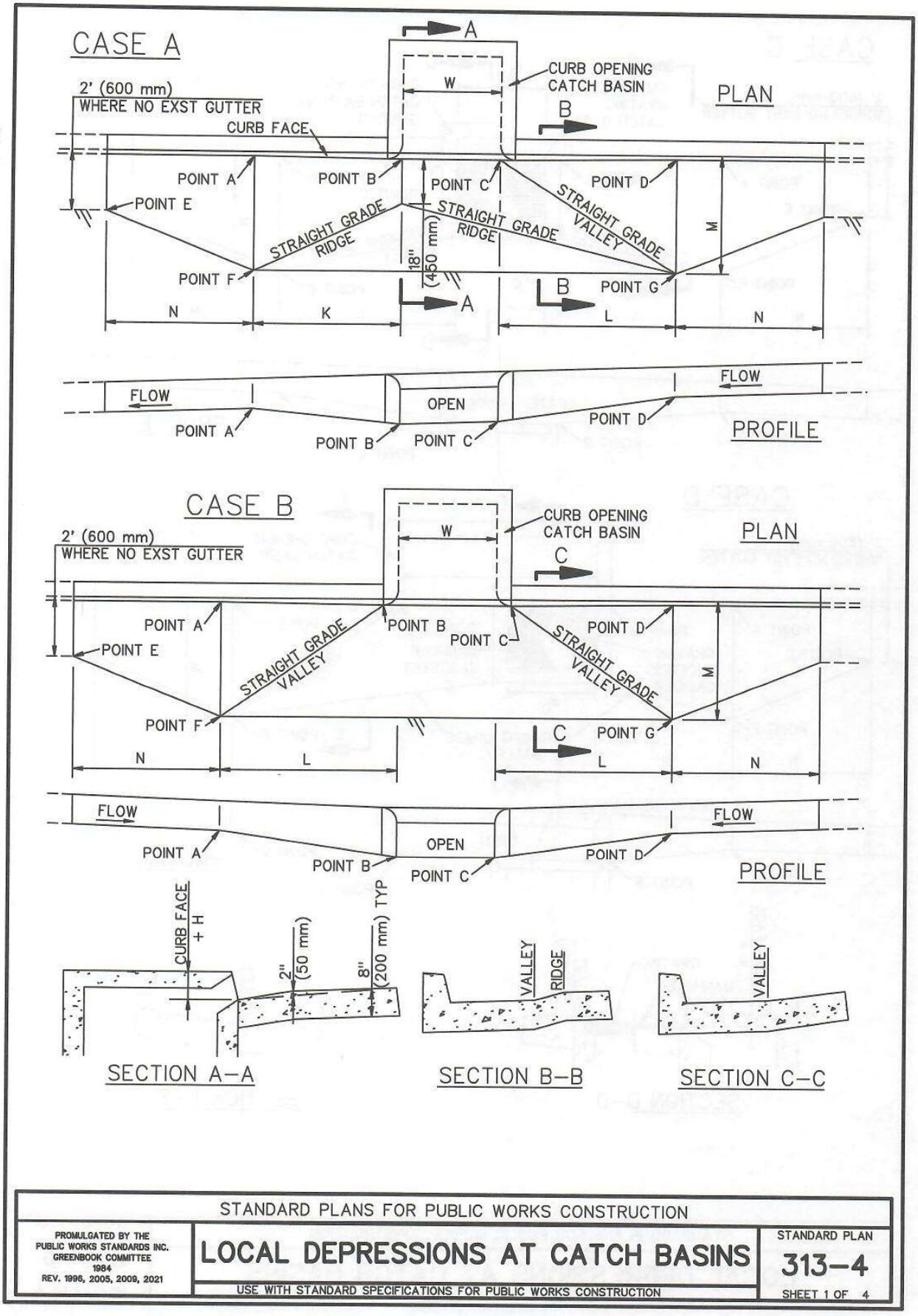
2. DOWELS FOR CONSTRUCTION JOINTS SHALL BE #4 BARS 18" LONG (#13M BARS 450 mm LONG).

3. ALL EXPOSED CORNERS ON CONCRETE CURBS AND GUTTERS SHALL BE ROUNDED WITH 1/2" (15 mm) RADIUS.

4. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.

5. ADJACENT TO CURB RAMPS, CONCRETE SLOPE SHALL BE 5% MAXIMUM FOR A DISTANCE OF 5 FEET (1525 mm) FROM THE CURB FACE FOR THE WIDTH OF THE WIDTH OF THE RAMP, NOT INCLUDING SIDE TRANSITION CURBS.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CROSS GUTTER AT T-INTERSECTIONS	**123-3**
	SHEET 2 OF 2



STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

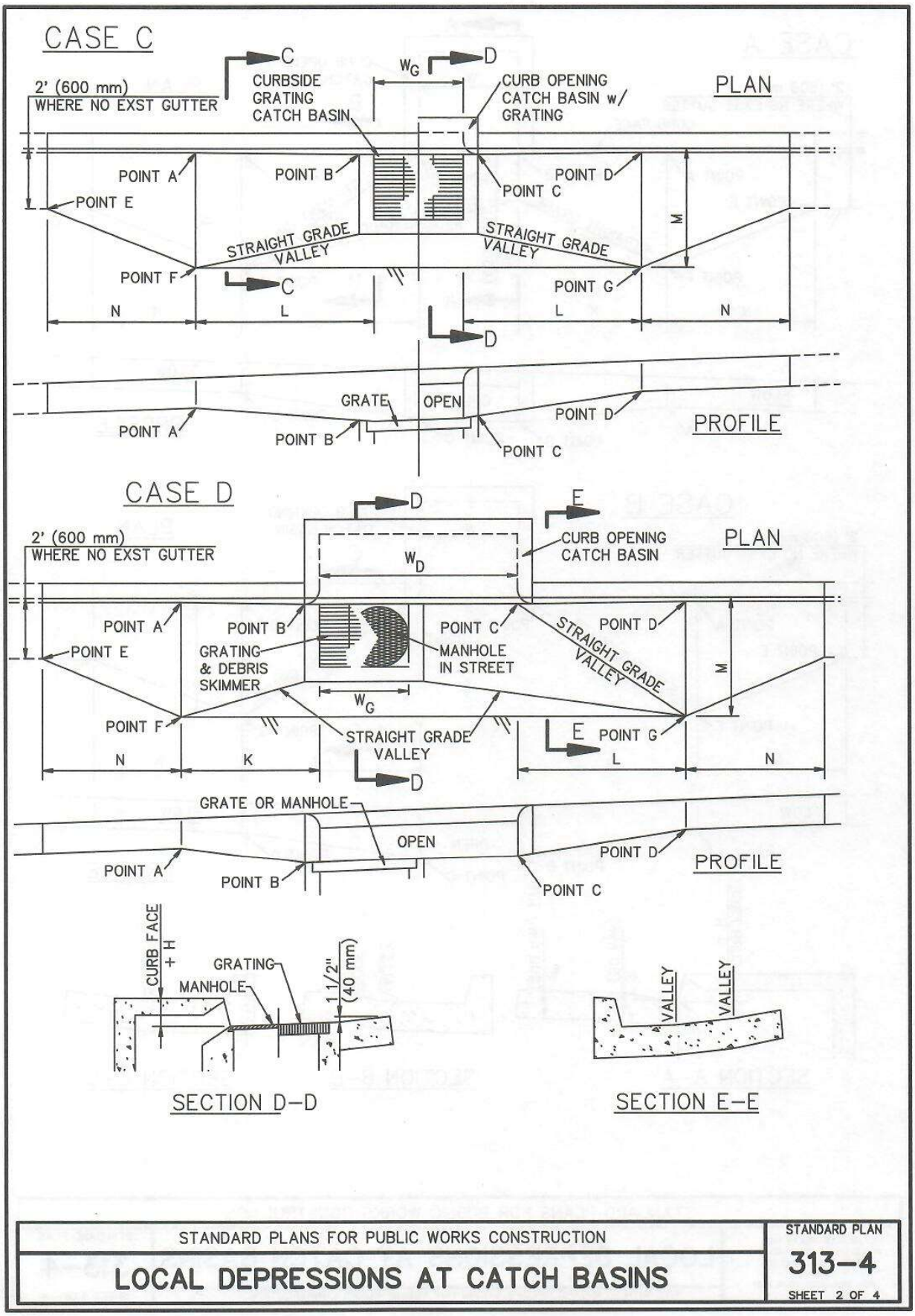
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2005, 2009, 2021

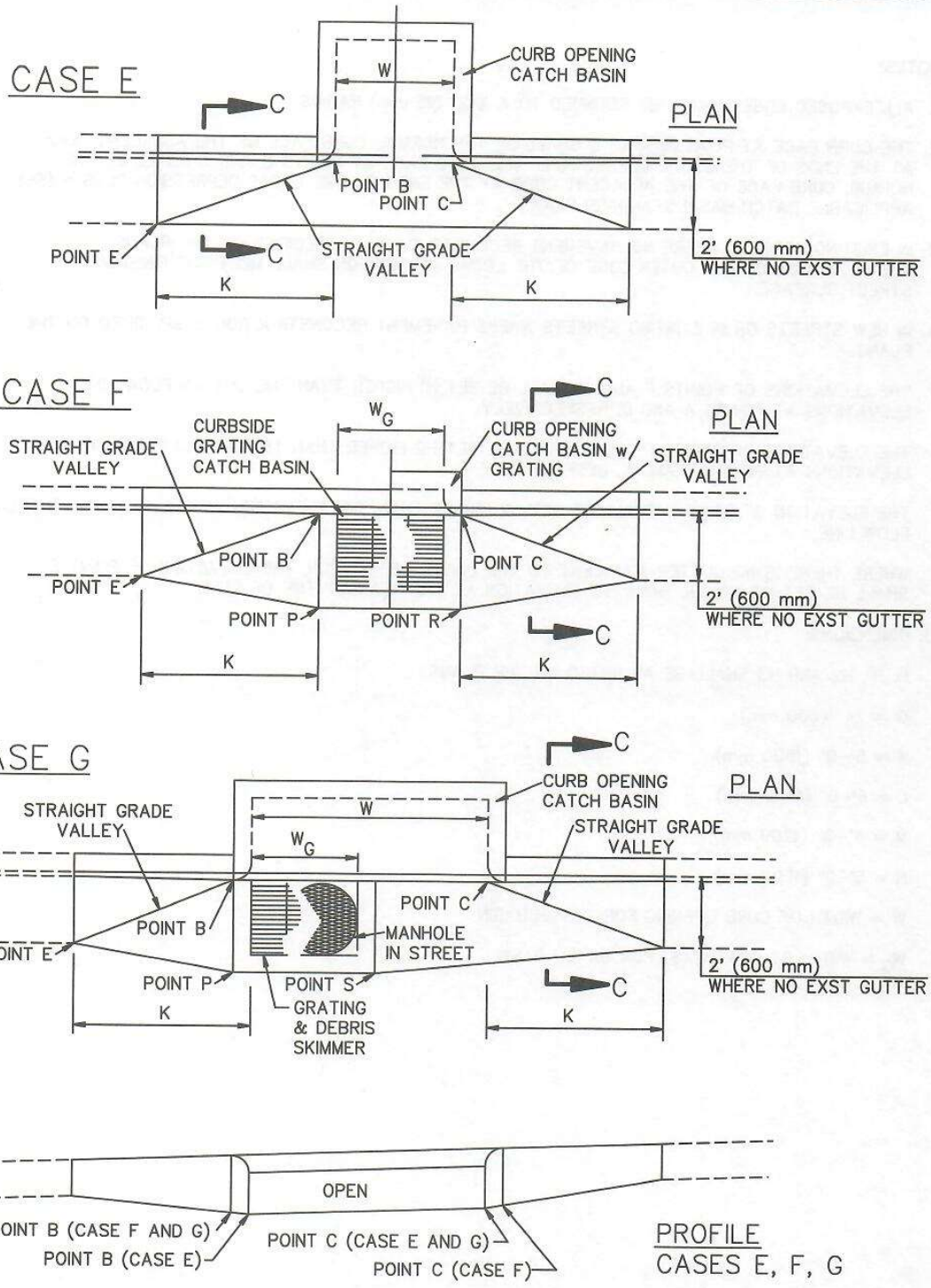
LOCAL DEPRESSIONS AT CATCH BASINS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 313–4

SHEET 1 OF 4


CASE C
2' (600 mm)
WHERE NO EXST GUTTER
CURBSIDE
GRATING
CATCH BASIN
CURB OPENING
CATCH BASIN w/
GRATING
PLAN
POINT A
POINT B
POINT C
POINT D
POINT E
POINT F
POINT G
STRAIGHT GRADE
VALLEY
STRAIGHT GRADE
VALLEY
M
N
L
L
N
GRATE
OPEN
POINT A
POINT B
POINT C
POINT D
PROFILE
CASE D
2' (600 mm)
WHERE NO EXST GUTTER
CURB OPENING
CATCH BASIN
PLAN
POINT A
POINT B
POINT C
POINT D
POINT E
POINT F
POINT G
GRATING
& DEBRIS
SKIMMER
MANHOLE
IN STREET
STRAIGHT GRADE
VALLEY
M
STRAIGHT GRADE
VALLEY
N
K
L
N
GRATE OR MANHOLE
OPEN
POINT A
POINT B
POINT C
POINT D
PROFILE
CURB FACE
+ H
GRATING
MANHOLE
1 1/2"
(40 mm)
SECTION D–D
VALLEY
VALLEY
SECTION E–E
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION
LOCAL DEPRESSIONS AT CATCH BASINS
STANDARD PLAN
313–4
SHEET 2 OF 4



STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
LOCAL DEPRESSIONS AT CATCH BASINS	**313–4**
	SHEET 3 OF 4

NOTES:

1. ALL EXPOSED EDGES SHALL BE ROUNDED TO A 1/2" (15 mm) RADIUS.

2. THE CURB FACE AT POINTS A AND D SHALL BE THE NORMAL CURB FACE OF THE ADJACENT CURB AT THE ENDS OF THE LOCAL DEPRESSION. THE CURB FACE AT POINTS B AND C SHALL BE THE NORMAL CURB FACE OF THE ADJACENT CURB AT THE ENDS OF THE LOCAL DEPRESSION PLUS H (SEE APPLICABLE CATCH BASIN STANDARD PLAN.)

3. IN EXISTING STREETS WHERE NO PAVEMENT RECONSTRUCTION IS SPECIFIED ON THE PLANS, THE ELEVATION OF THE OUTER EDGE OF THE LOCAL DEPRESSION SHALL MEET THE FINISHED STREET SURFACE.

4. IN NEW STREETS OR IN EXISTING STREETS WHERE PAVEMENT RECONSTRUCTION IS SPECIFIED ON THE PLANS:

   THE ELEVATIONS OF POINTS F AND G SHALL BE SET H1 HIGHER THAN THE GUTTER FLOW LINE ELEVATIONS AT POINTS A AND D, RESPECTIVELY.

   THE ELEVATIONS OF POINTS P AND R SHALL BE SET H2 HIGHER THAN THE GUTTER FLOW LINE ELEVATIONS AT POINTS B AND C, RESPECTIVELY.

   THE ELEVATION OF POINT S SHALL BE SET H2 HIGHER THAN THE ELEVATION AT THE NEAREST GUTTER FLOW LINE.

   WHERE THERE IS NO GUTTER ADJACENT TO THE LOCAL DEPRESSION, THE ELEVATION OF POINT E SHALL BE SET H3 HIGHER THAN THE ELEVATION AT THE NEAREST TOE OF CURB.

5. DIMENSIONS:

   H, H1, H2 AND H3 SHALL BE AS NOTED ON THE PLANS.

   G = 24" (600 mm)

   K = 5'–0" (1500 mm)

   L = 6'–0" (1800 mm)

   M = 4'–0" (1200 mm)

   N = 5'–0" (1500 mm)

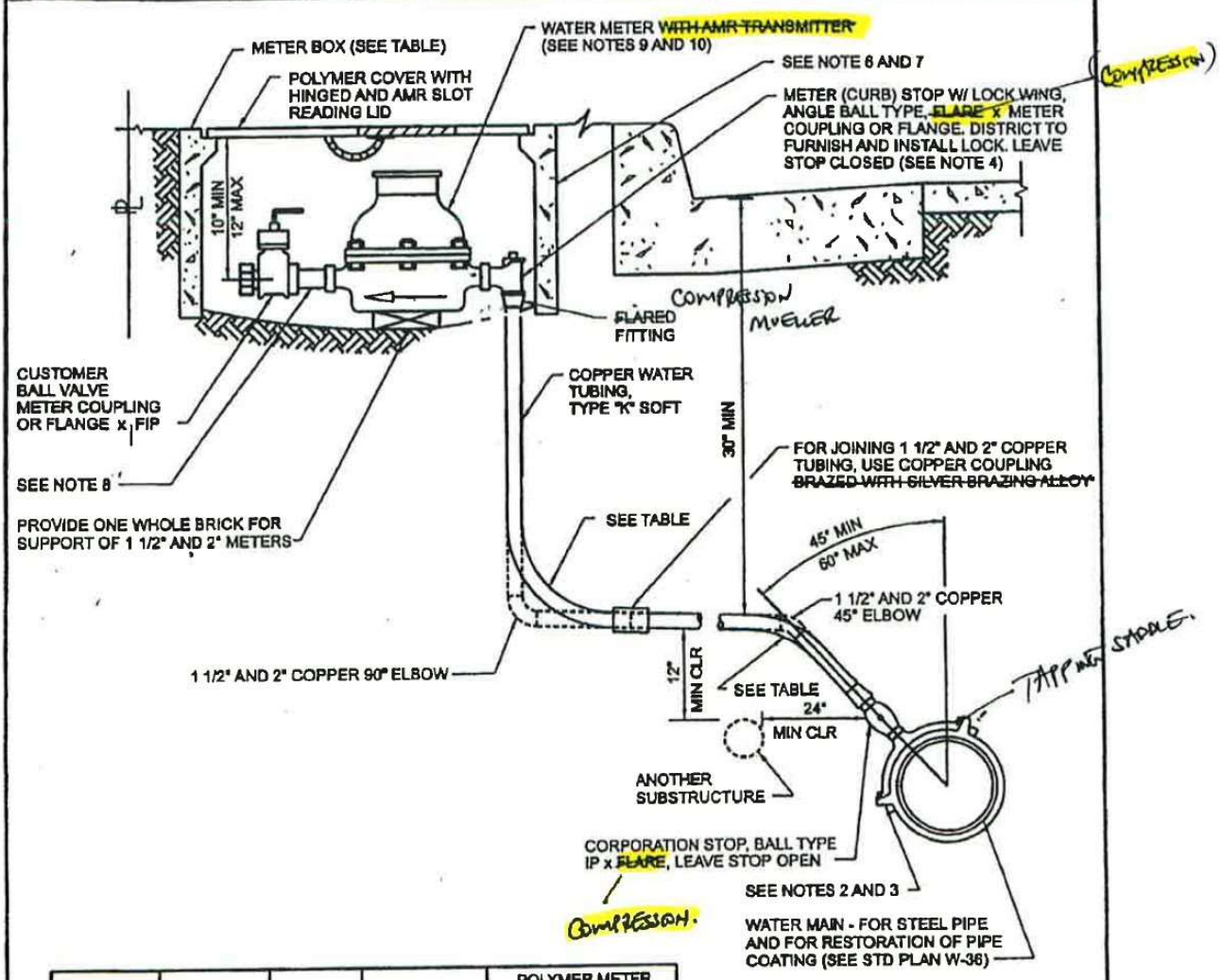
   W = WIDTH OF CURB OPENING FOR CATCH BASIN

   W_G = WIDTH OF GRATING(S) FOR CATCH BASIN

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
LOCAL DEPRESSIONS AT CATCH BASINS	**313–4** SHEET 4 OF 4

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

LOS ANGELES COUNTY WATERWORKS DISTRICTS

DEPARTMENT OF PUBLIC WORKS

STANDARD PLAN W-5

APPROVED _____ ASSISTANT DEPUTY DIRECTOR

MAY 2007 DATE

SHEET 1 OF 2

WATER SERVICE CONNECTION AND METER (CONTINUED)

(2" AND SMALLER, 149 PSI MAX WWP)

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

STANDARD PLAN

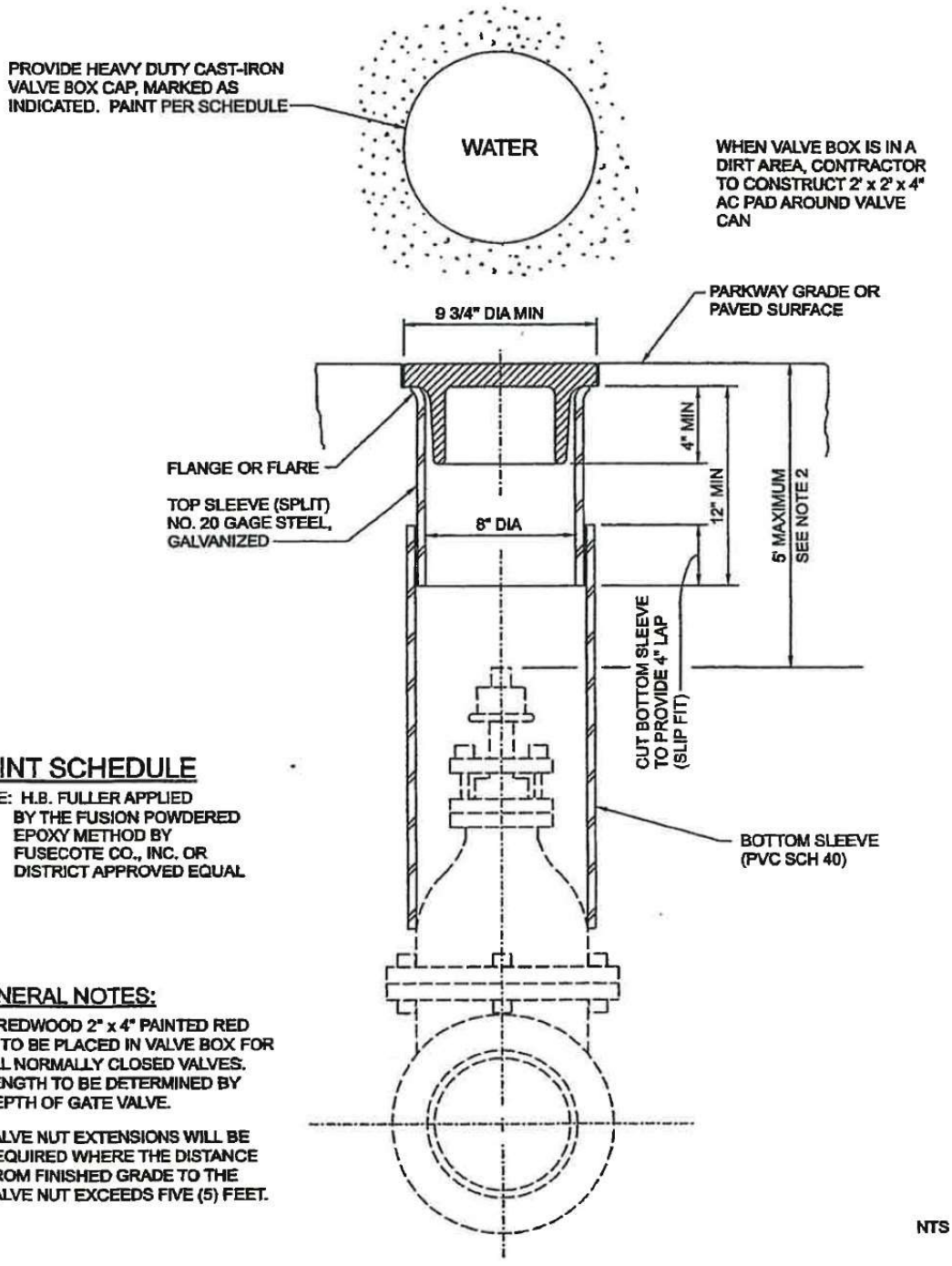
W-5

APPROVED _____ MAY 2007

ASSISTANT DEPUTY DIRECTOR — DATE

SHEET 2 OF 2

ADJUSTABLE VALVE BOX AND VALVE NUT EXTENSION



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

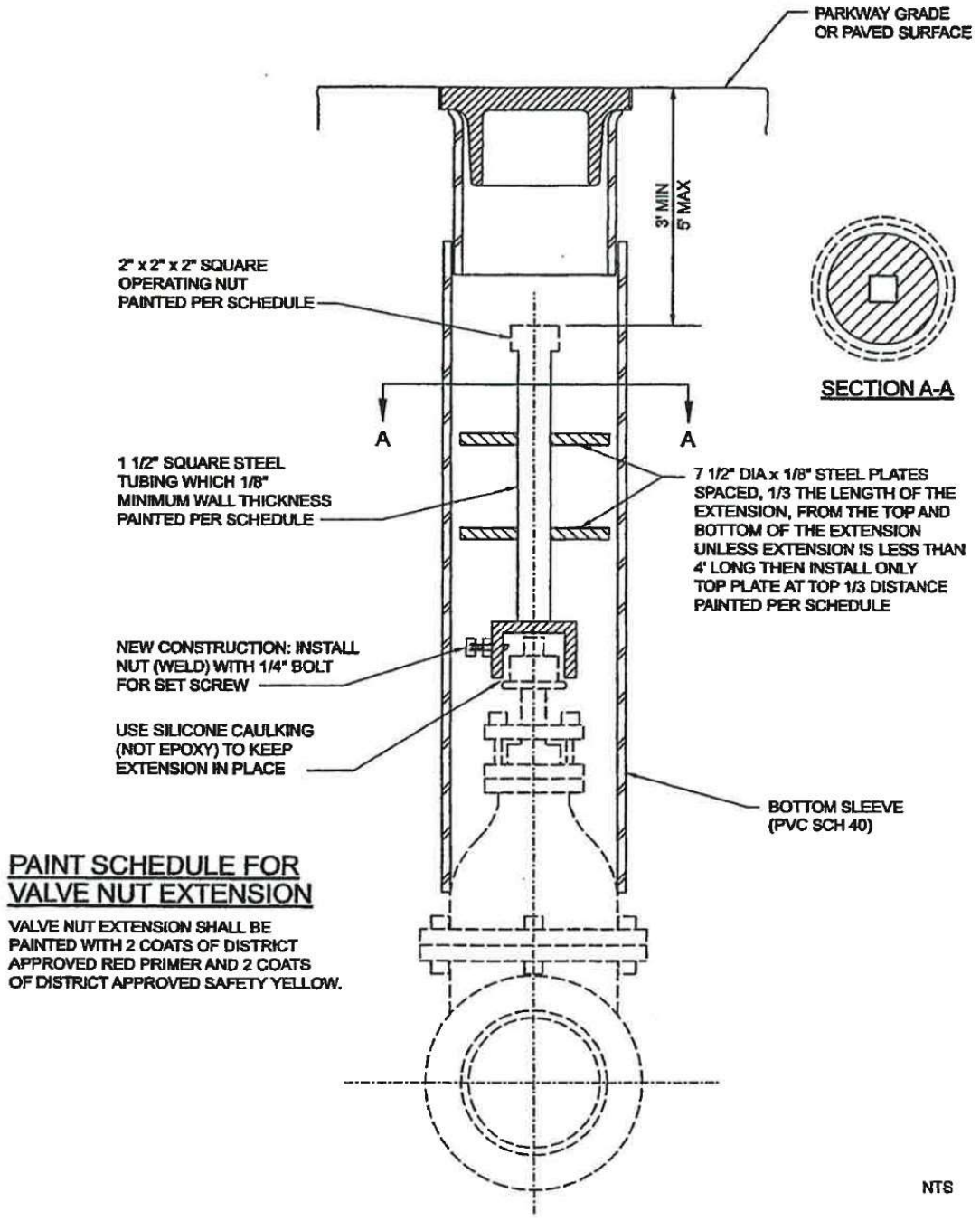
STANDARD PLAN
W-15
SHEET 1 OF 2

APPROVED

ASSISTANT DEPUTY DIRECTOR

APRIL 2004
DATE

ADJUSTABLE VALVE BOX AND VALVE NUT EXTENSION (CONTINUED)



PAINT SCHEDULE FOR VALVE NUT EXTENSION

VALVE NUT EXTENSION SHALL BE PAINTED WITH 2 COATS OF DISTRICT APPROVED RED PRIMER AND 2 COATS OF DISTRICT APPROVED SAFETY YELLOW.

NTS

LOS ANGELES COUNTY WATERWORKS DISTRICTS

DEPARTMENT OF PUBLIC WORKS

STANDARD PLAN
W-15
SHEET 2 OF 2

APPROVED

ASSISTANT DEPUTY DIRECTOR

APRIL 2004
DATE

PIPE TRENCH

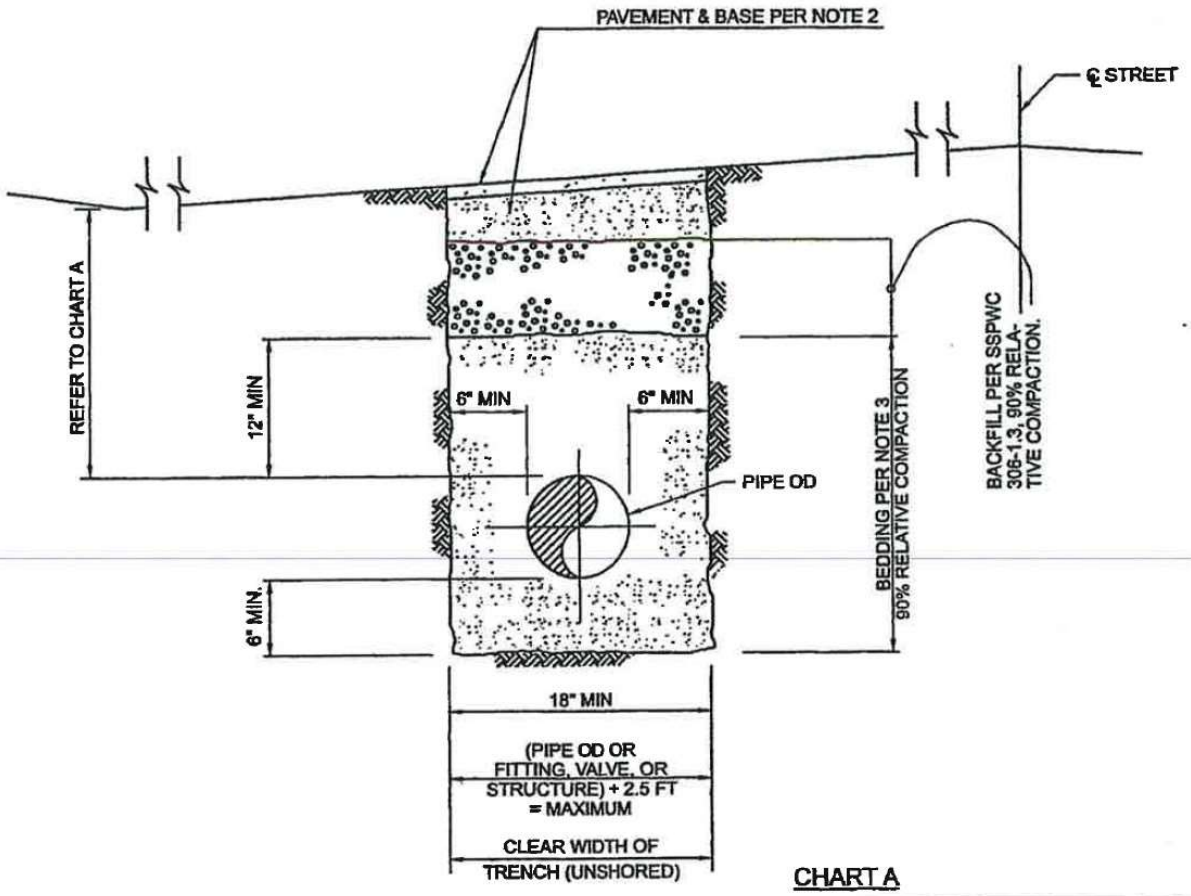


CHART A

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

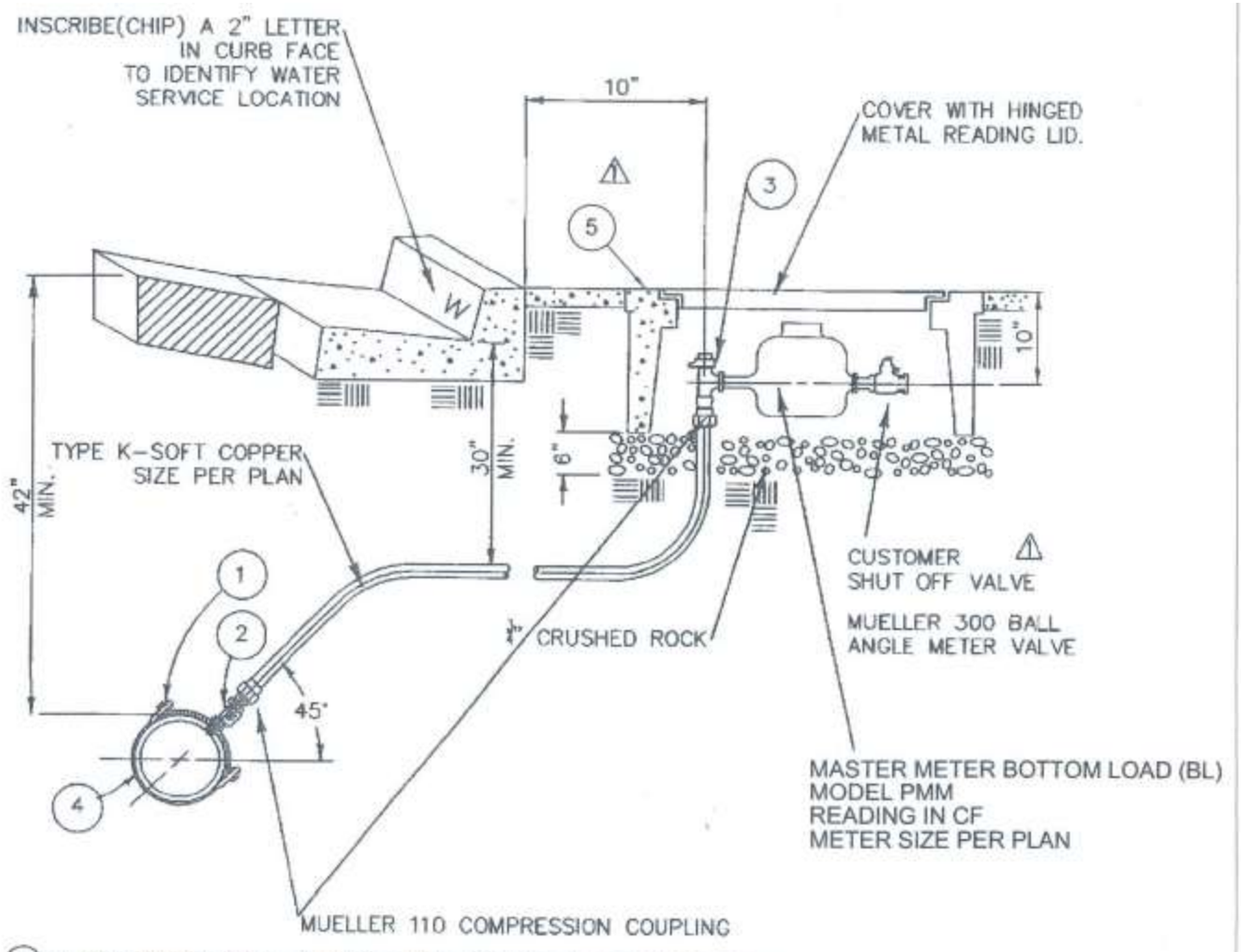
DEPARTMENT OF PUBLIC WORKS

STANDARD PLAN
W-46
SHEET 1 OF 1

APPROVED

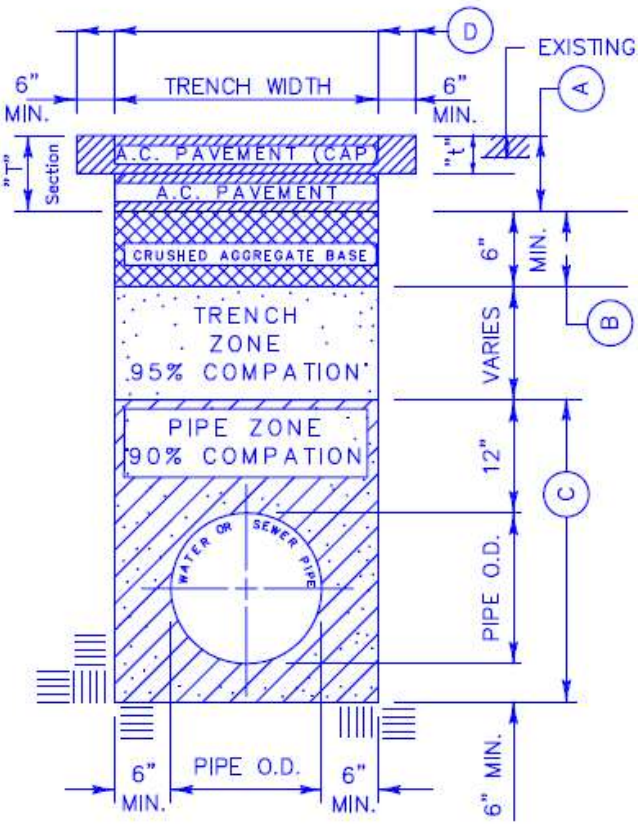
ASSISTANT DEPUTY DIRECTOR

APRIL 2004
DATE



1. SADDLE REQUIRED FOR ALL SERVICES. MINIMUM DISTANCE BETWEEN SERVICE TAPS ON MAINS OR TO A BELL, COUPLING, JOINT OR FITTING IS 36". (MUELLER DOUBLE STRAP SADDLE)
2. MUELLER 300 (B25028) BALL TYPE CORPORATION VALVE
3. ANGLE METER STOP W/LOCK WING
   NOTE: TEST AT SYSTEM PRESSURE AND FLUSH SERVICE LINE.
4. MUELLER BR2B SERIES SADDLE
5. 10" X 20" ARMORCAST METER BOX

STANDARD PRESSURE WATER SERVICE CONNECTION AND METER



(A) A.C. PAVEMENT SECTION "t"
1" THICKER THAN EXISTING
ADJACENT SECTION; ("p" + 1")

A.C. PAVEMENT SECTION "T"
4" THICKER THAN EXISTING
ADJACENT SECTION; ("p" + 4")

ASPHALT PAVEMENT REPLACEMENT SHALL BE PER STD. PLAN 133–1 APWA LATEST EDITION, AND PLACEMENT PER SECTION 306–1.5.3 IN THE LATEST EDITION OF THE PUBLIC WORKS CONSTRUCTION STD. SPECS. "GREENBOOK".

(B) 95% COMPACTED BASE

(C) PREPARED BEDDING / BACK FILL WITH IMPORTED SAND W/ SAND EQUIVALENT 30 MIN., OR CONCRETE SLURRY CLASS 450–C–2000

(D) VERTICAL SAWCUT LINE – SAWCUTTING METHOD IS ONLY PERMITTED.

1. BACKFILL MATERIAL FOR ALL TRENCHES SHALL HAVE A CERTIFIED SAND EQUIVALENT OF NOT LESS THAN 30, AND SHALL CONFORM TO THE FOLLOWING GRADATION:

Sieve Size	Percent passing
2"	100
NO. 4	35 – 100
NO. 30	20 – 100

2. COMPACTION METHODS SHALL CONFORM TO SECTIONS 301 AND 306–1.3 OF THE STD. SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (LATEST EDITION).

NOTE

1– ALL TRENCHING & CONSTRUCTION OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE STATE DIVISION OF INDUSTRIAL SAFETY.

2– ANY DEVIATION FROM THE ABOVE SECTION AND REQUIREMNTS MUST BE APPROVED BY THE PUBLIC WORKS DIRECTOR.

CITY OF SOUTH PASADENA

SCALE N.T.S.

DATE NOV. 2005 (REVISED: 5/10/2006)

DRAWN BY: EGH

STANDARD TRENCHING AND PIPE ZONE DETAILS

(THIS DETAIL APPLIES TO ANY UTILTIES INCLUDING BUT NOT LIMITED TO WATER, SEWER, STORM DRAIN, ELEC., GAS, TEL., TV CABLE, ETC.)

STANDARD PLAN 100–1

SHEET 1 OF 1

FILE NAME: G:\Public Works\200 Projects\Standards\City Std Dwg\City trenching detail.dwg

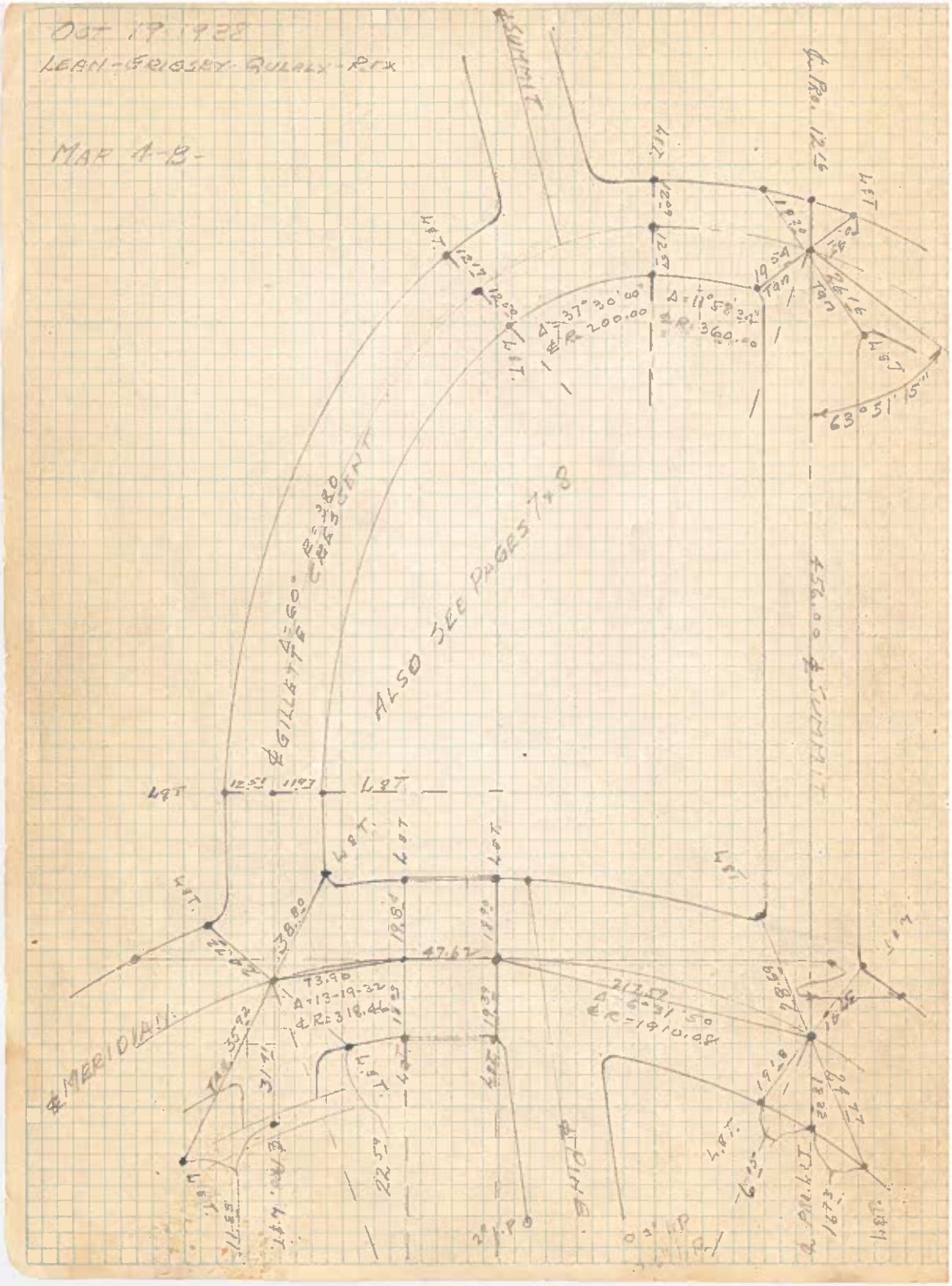
City of South Pasadena Water Department Material List

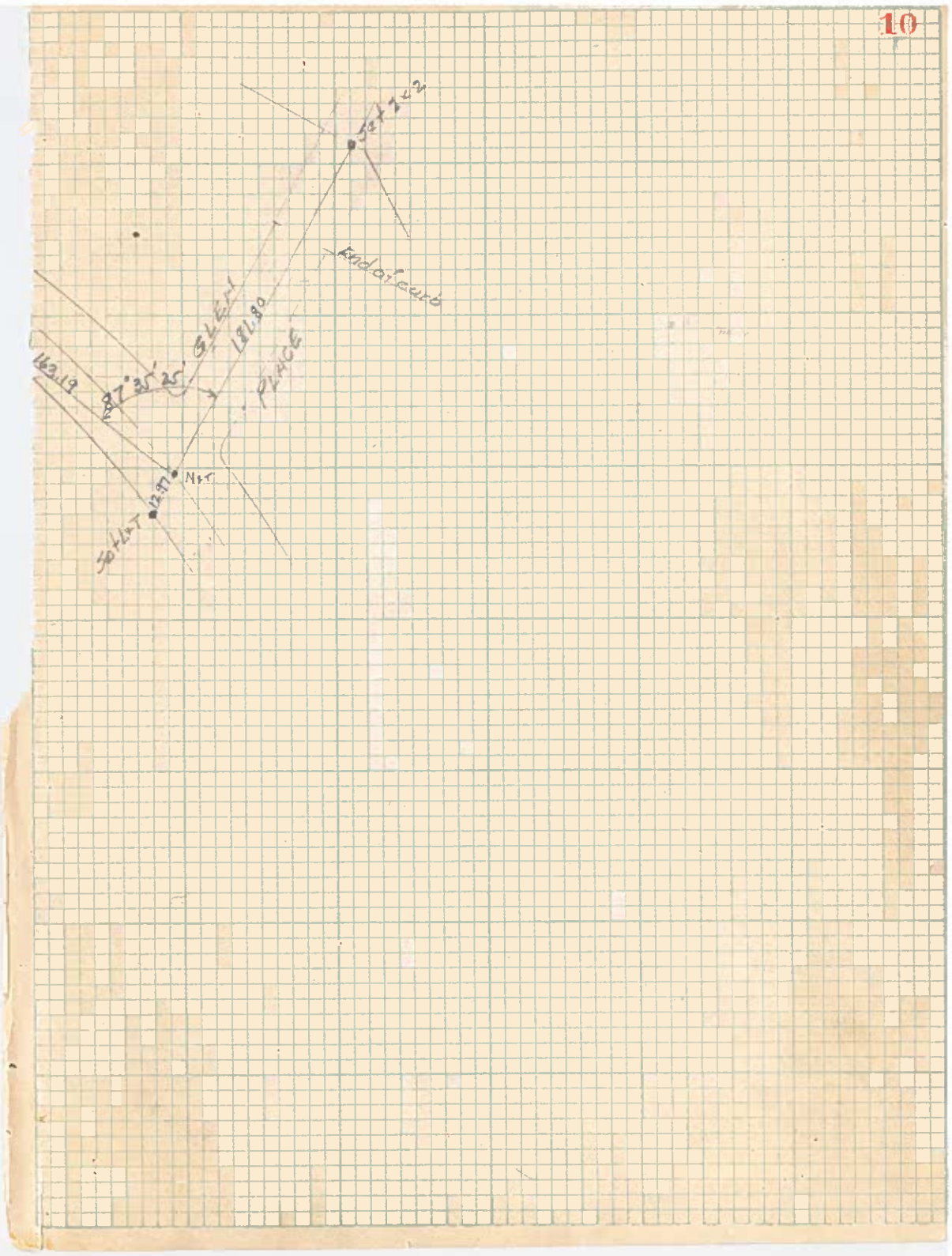
Pipe	Ductile Iron (DI) pipe CL 350 Tyton Joint (TJ) with gasket
Water Elbows, Bends	Tyler/Union mechanical joint C153 Ductile Iron compact fittings
Water main coupling	Smith Blair, Romac coupling or approved equal
MJ pipe Restraint	EBAA Mega lug, Romac or approved equal
Bell & Spigot restraint	Romac 600 series Pipe Restraining System or approved equal
Gate Valve	Mueller A-2360 Resilient wedge gate valve or approved equal
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 galvanize 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
	1 ½" or 2" Mueller B-24276 300 Ball angle meter valve
Meter Box	Armor cast complete polymer meter box or approved equal
Meter Coupling	Mueller or Ford meter coupling or approved equal
Meter Bolts	Stainless Steel 316 or approved equal
Flange Nuts & Bolts	Stainless Steel 316 or approved equal
Air Vacuum/Release	Val-Matic or approved equal
Air Vac Enclosure	Polymer AIR-VAC enclosure

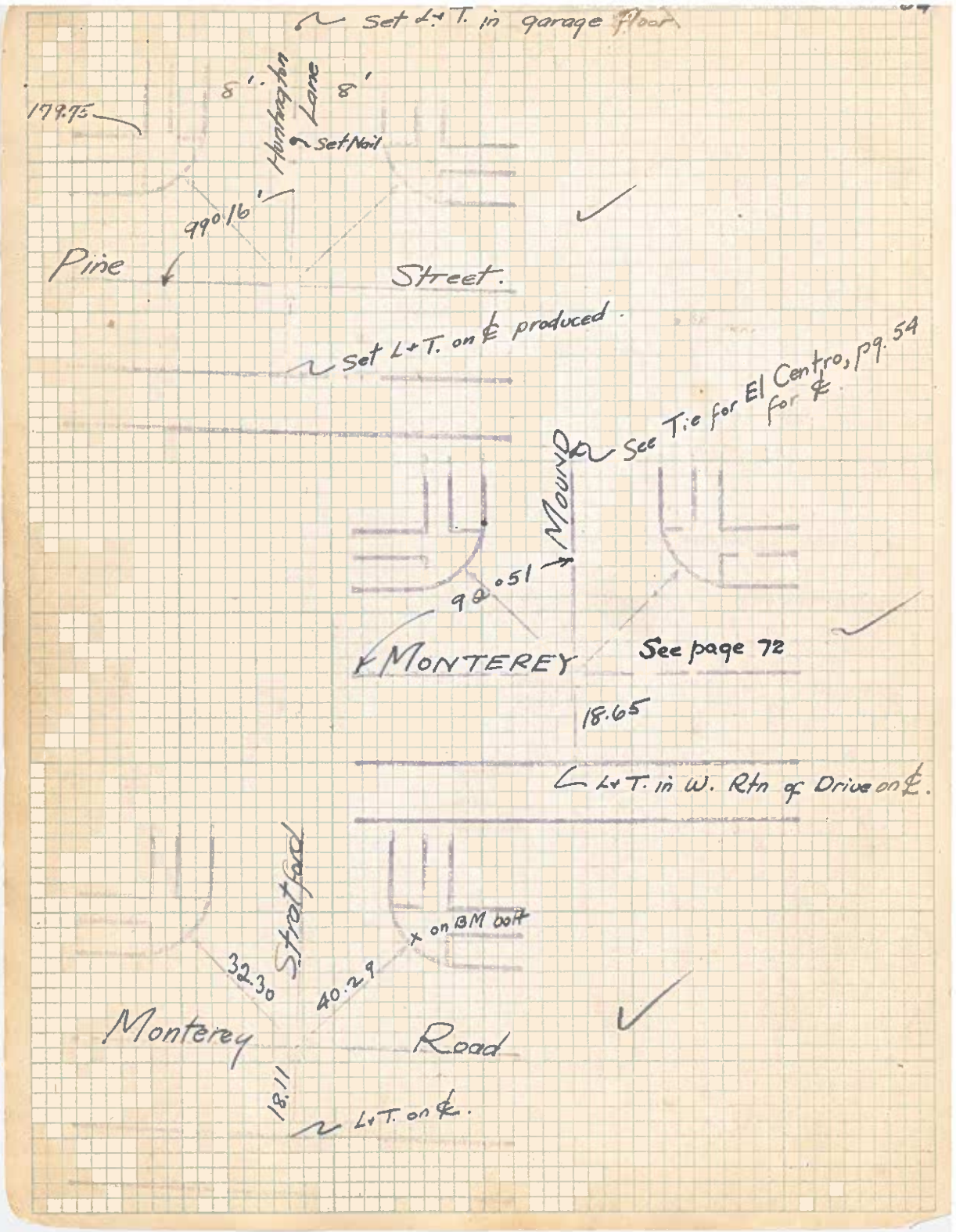
APPENDIX IV

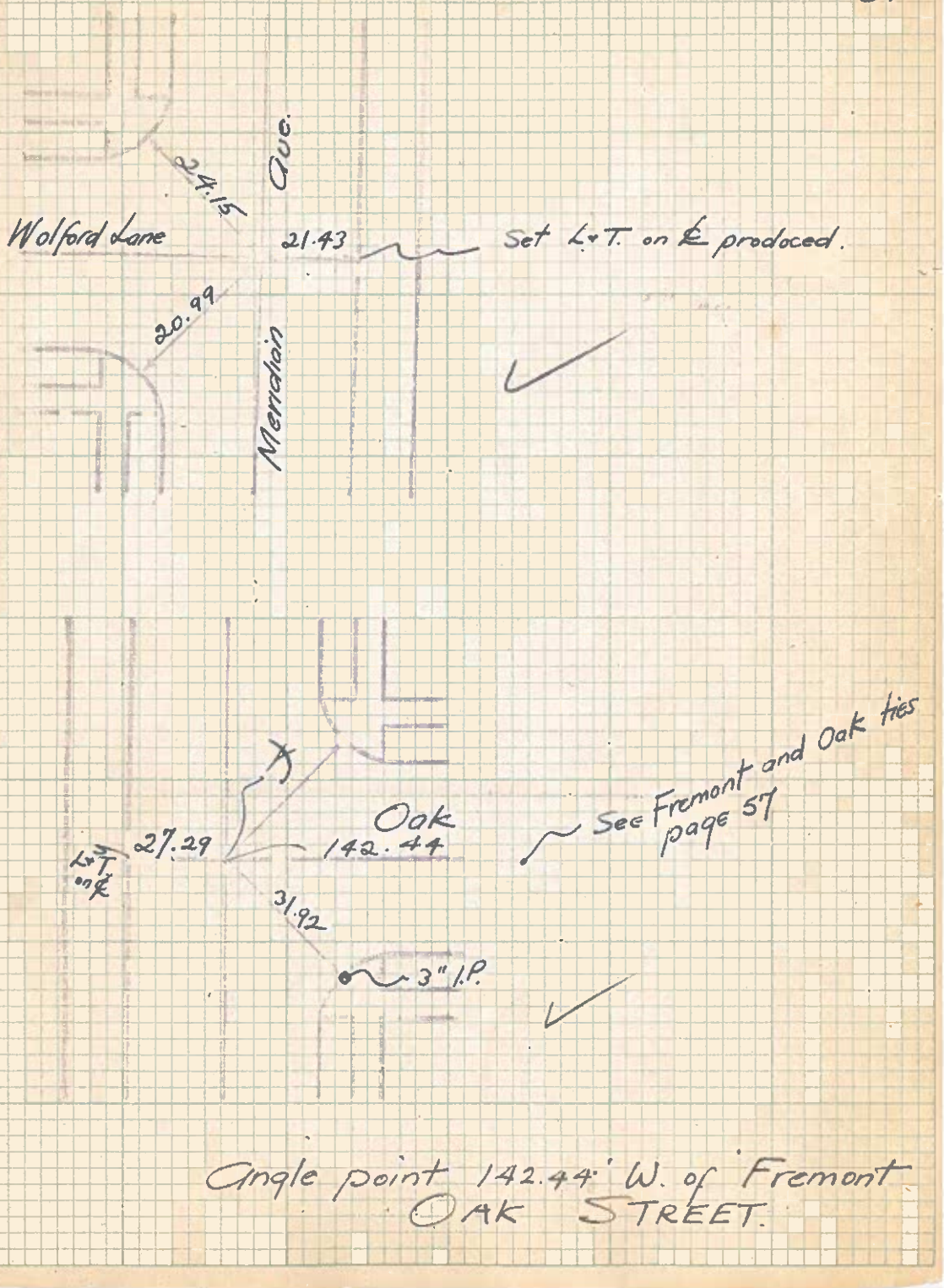
FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT
(CDBG) PROJECT NO. 2020-03 (002003)
IN THE CITY OF SOUTH PASADENA, CALIFORNIA

Centerline Tie Notes

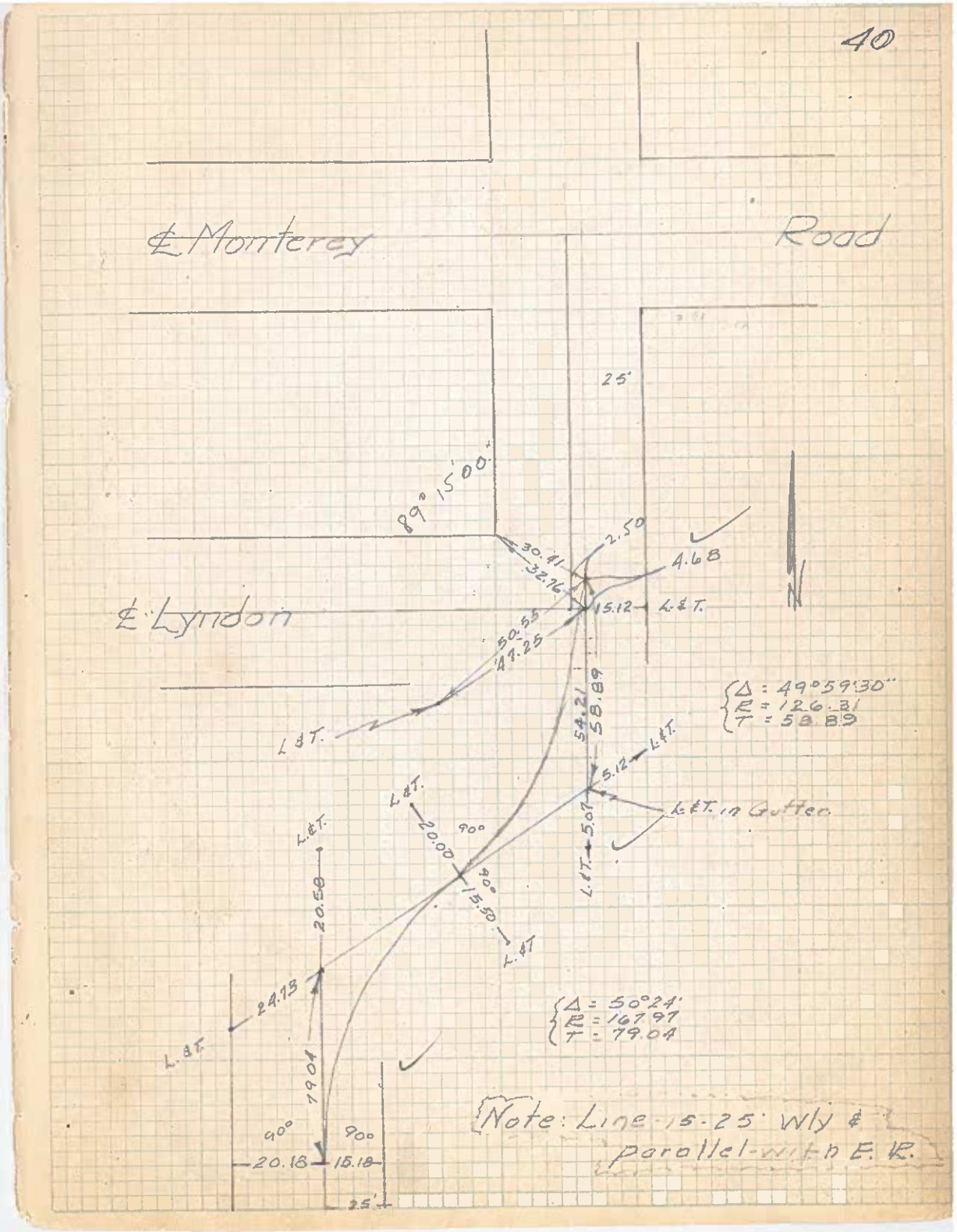

OCT 17 1928
LEAN-FROSTY GULLY - R1*
MAP 1-B-
ALSO SEE PAGES 7+8
℄ MERIDIAN
℄ GILLETTE CREEK
℄ SUMMIT
℄ Rd. 1246
LFT
RT
Δ=37°30'00"
R=200.00
Δ=11°58'32"
R=360.00
63°51'15"
456.00 ℄ SUMMIT
38.80
47.67
73.90
Δ=13-19-32
℄R=318.46
2175.31
℄R=1910.08
22.59
2-P.O.
STONE
O'HARA

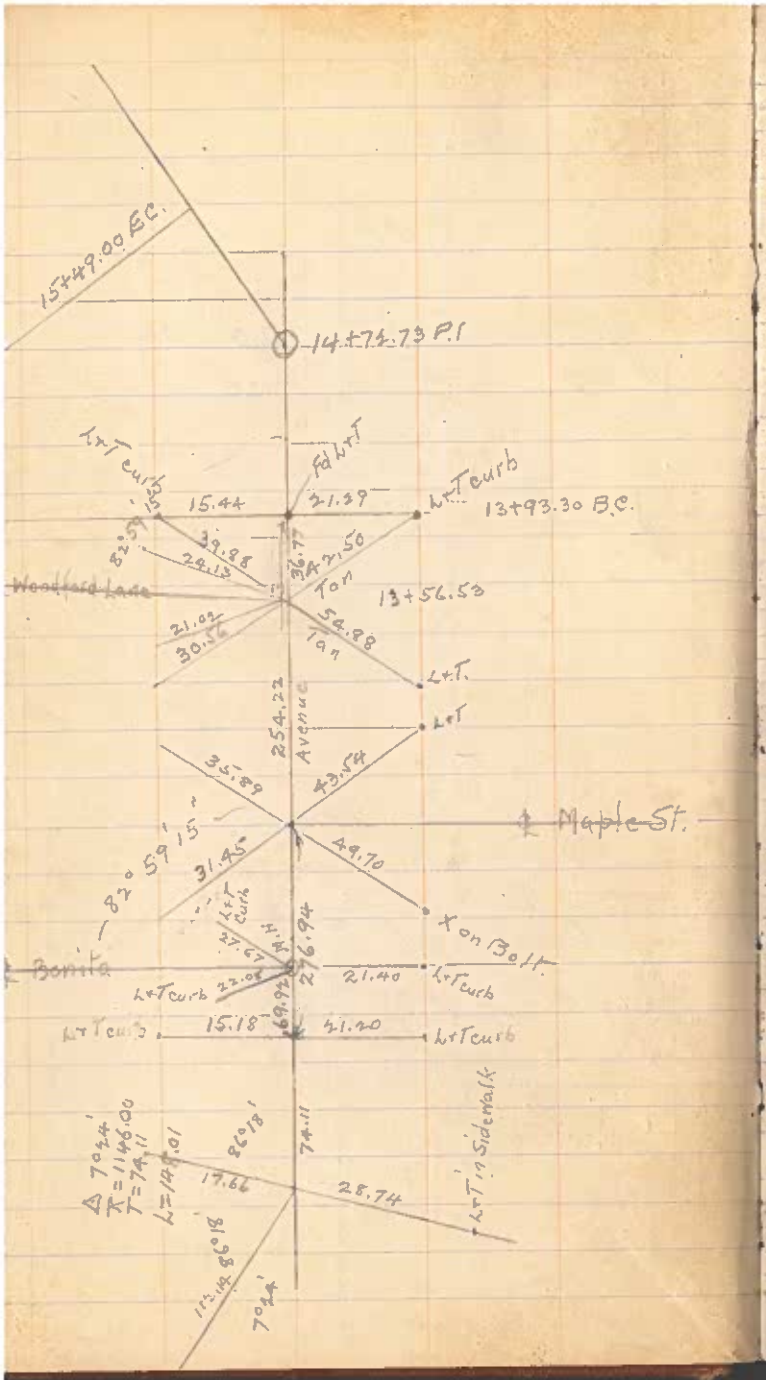

Endofcurve
87°35'25"
PLACE
N+T
SP+LT

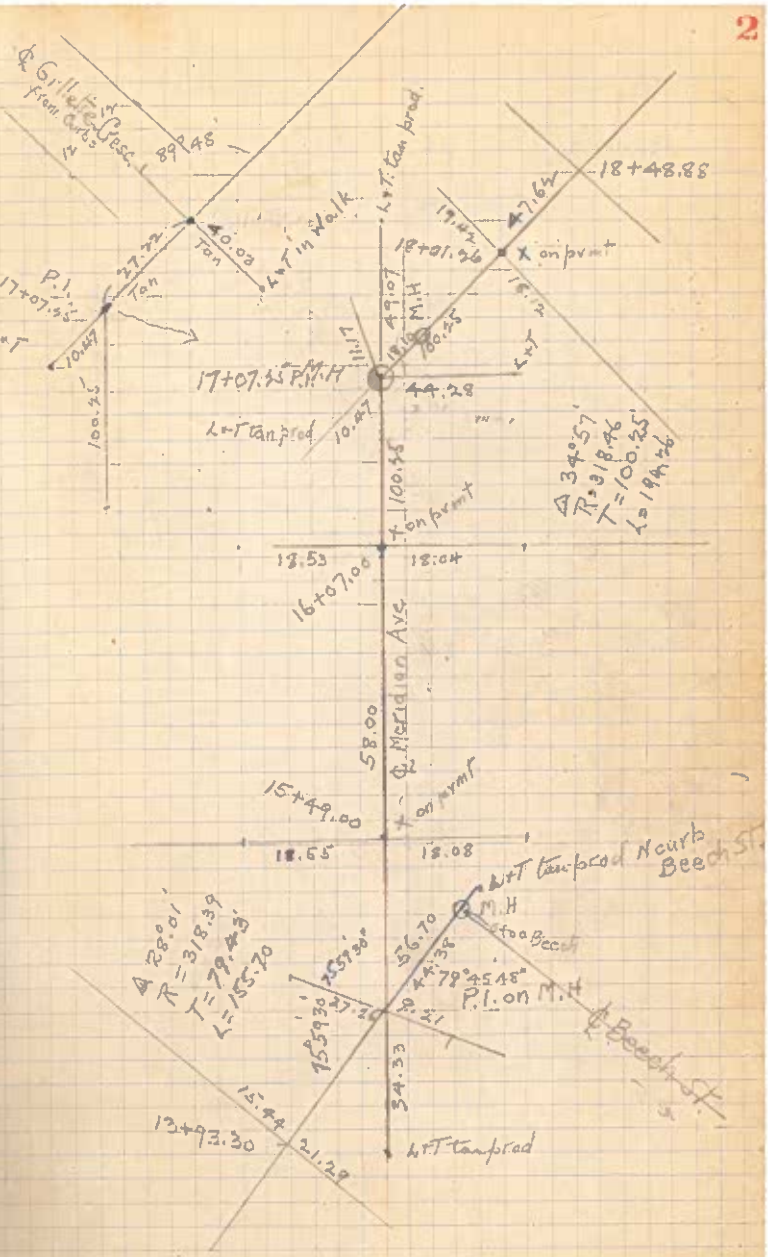

Set L+T. in garage floor
8'
Huntington Lane
8'
179.75
Set Nail
99°16'
Pine Street.
Set L+T. on ℄ produced
See T.e for El Centro, pg. 54 for ℄
Mound
90°51'
MONTEREY
See page 72
18.65
L+T. in W. Rtn of Drive on ℄.
Stratford
X on BM box
32.30
40.29
Monterey Road
18.11
L+T. on ℄.

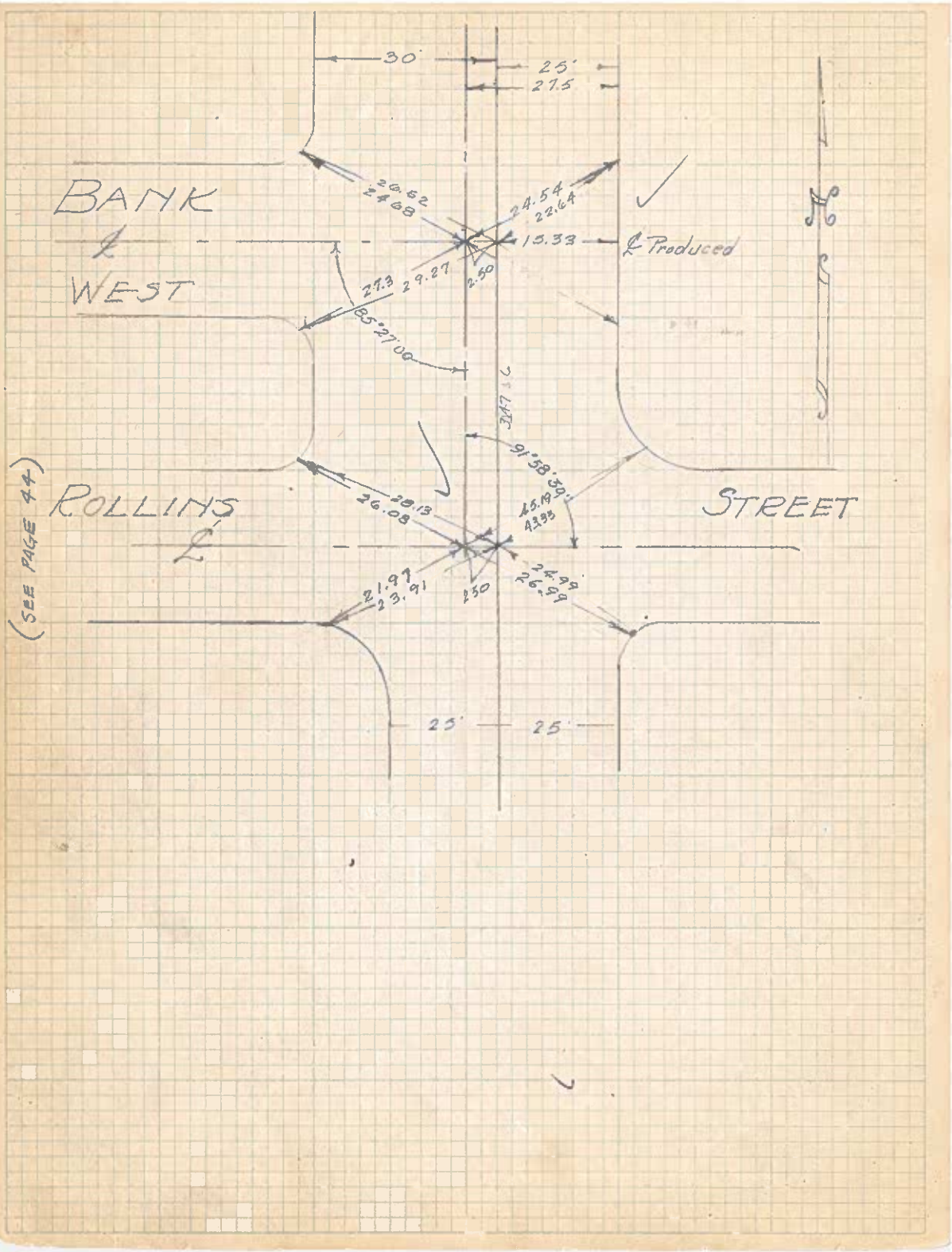


Angle point 142.44' W. of Fremont
OAK STREET.


℄ Monterey Road
℄ Lyndon
89° 15' 00"
25'
30.41
32.74
2.50
4.68
15.12
L & T.
50.55
44.25
54.21
58.89
Δ = 49°59'30"
R = 126.81
T = 58.89
L & T.
5.12
L & T.
L & T. in Gutter
5.07
L & T.
L & T.
20.00
90°
90°
15.50
L & T.
L & T.
20.59
24.13
L & T.
19.04
90°
90°
20.18
15.18
25'
Δ = 50°24'
R = 167.97
T = 79.04
Note: Line 15.25' Wly & Parallel with E. R.


15+49.00 B.C.
14+74.73 P.I.
Maple St.
Woodford Lane
Bonita
Avenue
13+93.30 B.C.
13+56.53
254.22
276.94
82° 59' 15"
Δ 70° 24'
R = 1146.00
T = 74.11
L = 140.81
L+T curb
L+T sidewalk
L+T on bolt
X on bolt
M.H.
Fd L+T


℄ Gillette Cresc.
from curb
L+T in Walk
L+T tan brad
18+48.88
18+01.26
17+07.55 P.I.
17+07.55 P.I. M.H
L+T tanpred
℄ Meridian Ave
16+07.06
15+49.00
58.00
Δ 34° 57'
R = 318.46
T = 100.25
L = 194.46
Δ 28° 01'
R = 318.39
T = 79.43
L = 155.70
Δ 78° 45' 48"
P.I. on M.H
L+T tanpred N curb Beech St
℄ Beech St
13+93.30
L+T tanpred


30'
25'
27.5
BANK
℄
WEST
20.62
24.68
24.54
22.64
15.33
℄ Produced
27.3
29.27
2.50
85°27'00"
347.5'
91°58'39"
ROLLINS
℄
26.08
28.13
45.19
43.33
STREET
21.97
23.91
2.50
24.98
26.99
(SEE PAGE 44)
25'
25'

APPENDIX V

FY20-FY24 SIDEWALK REPLACEMENT & ADA RAMPS PROJECT
(CDBG) PROJECT NO. 2020-03 (002003)
IN THE CITY OF SOUTH PASADENA, CALIFORNIA

Federal Requirements

SECTION 3 REQUIREMENTS

The bidder/proposer must declare an intent to comply with Section 3 requirements, including benchmarks, in order to be a responsive bidder/proposer eligible for contract award.

The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The bidders/proposers are required to complete and submit the Declaration of Intent to Comply with Section 3 Requirements certifying that they intend to comply with the Section 3 provisions as defined in Section 8.43 (Section 3 of the Housing and Urban Development Act of 1968, as amended). Further, bidders/proposers are required to comply with these requirements for the term of any contract awarded pursuant to this solicitation.

Prospective bidders/proposers should carefully review Section 3 requirements, including *Contract Notices and Section 3 Provisions for Housing and Community Development Assistance and Public Housing Assistance, as applicable*. Proposals that fail to comply with the requirements of Section 3 will be considered non-responsive and excluded from further consideration.

The Section 3 Clause and the Federal Labor Standards Provisions Form HUD-4010 shall be inserted in all contracts and subcontracts.

DECLARATION OF INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

return this form with the bid proposal

As a minimum requirement for consideration of contract award, bidders/proposers shall declare their intent to comply with Section 3 (24 CFR 75) of the Housing and Urban Development Act of 1968, as amended. The bidder/proposer is obliged, to the greatest extent feasible, to give opportunities for training and employment to low-income and very low-income persons residing in the service area or neighborhood in which the covered Section 3 project/service is located, and/or to award subcontracts to other Section 3 business concerns that provide economic opportunities for Section 3 workers and Targeted Section 3 workers.

The undersigned bidder/proposer agrees that, as a condition of responsiveness to the solicitation and prior to recommendation for contract award, they will agree to comply with the Section 3 requirements by including the Section 3 contract language in the contract, by meeting the Section 3 benchmarks to the greatest extent feasible, and by reporting all accomplishments and providing all required documentation on a quarterly basis for the duration of the contract.

The Section 3 benchmarks apply to all Section 3 covered contracts as follows:

- Section 3 workers: 25% or more of the total number of labor hours worked by all workers employed on a Section 3 project; and
- Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed on a Section 3 project (included as part of the 25% Section 3 worker benchmark above)

Failure to agree to comply with the Section 3 requirements and reporting obligations shall be grounds for determining the bidder/proposer non-responsive, and no further consideration for contract award shall be granted.

I declare under penalty of perjury under the laws of the State of California that we agree to comply with the Section 3 requirements as stated above.

Name of Contractor/Subcontractor	Address
Print Name	Title
Signature	Date

SECTION 3 BUSINESS CONCERN CERTIFICATION

Business Name: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____ Email Address: _____

This business is a Section 3 business concern based on one of the following categories, as documented:

☐ **A. Business is 51% or more owned by low- or very low-income persons**

(Attach a Section 3 Worker Certification for each owner to this certification.)

☐ **B. Over 75 percent (75%) of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers**

Provide the following information for the prior three-month period:

- Indicate total number of labor hours performed by Section 3 workers: _____ Hours
- Indicate total number of labor hours performed by all workers: _____ Hours
- Calculate the percentage of labor hours by Section 3 workers: _____ %

(Attach the Section 3 Worker Certifications and Section 3 Labor Hours Reports.)

or

☐ **C. Business is 51% or more owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.**

(Attach proof of public housing or Section 8-assisted housing residence.)

(NOTE: FAILURE OF THE BUSINESS TO PROVIDE THE REQUIRED DOCUMENTATION AS NOTED ABOVE SHALL BE GROUNDS FOR THE BUSINESS TO BE DETERMINED TO BE A NON-SECTION 3 BUSINESS CONCERN.)

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

_____ _____ _____

Signature Title Date

TO BE COMPLETED BY AWARDING AGENCY

This business meets the following category:
☐ 51% owned by low- or very low-income persons
☐ 75% of labor hours performed by Section 3 workers
☐ 51% owned and controlled by public housing or Section 8-assisted housing residents

Approved by (print name): _____ **Signature:** _____ **Date:** _____

2024 SECTION 3 WORKER CERTIFICATION
FOR
LOS ANGELES COUNTY RESIDENTS

Employee Name: _____

Address: _____

City/State/Zip Code: _____

I hereby state that I fit or when hired within the past five (5) years fit at least one of the following categories, as documented:

☐ **1. I am a resident of the County of Los Angeles with an income for the previous or annualized calendar year below the income limits established by the U.S. Department of Housing and Urban Development (HUD) as follows:**

Select your **household size** and **household gross annual income level** (from all sources):

Household Size	2024 HUD Income Limits		
	Level 1 - EL	Level 2 - VL	Level 3 - L
1	☐ $29,150 or Less	☐ $29,151 to $48,550	☐ $48,551 to $77,700
2	☐ $33,300 or Less	☐ $33,301 to $55,450	☐ $55,451 to $88,800
3	☐ $37,450 or Less	☐ $37,451 to $62,400	☐ $62,401 to $99,900
4	☐ $41,600 or Less	☐ $41,601 to $69,350	☐ $69,351 to $110,950
5	☐ $44,950 or Less	☐ $44,951 to $74,900	☐ $74,901 to $119,850
6	☐ $48,300 or Less	☐ $48,301 to $80,450	☐ $80,451 to $128,750
7	☐ $51,600 or Less	☐ $51,601 to $86,000	☐ $86,001 to $137,600
8	☐ $54,950 or Less	☐ $54,951 to $91,550	☐ $91,551 to $146,500

☐ **2. I am employed by a Section 3 business**

or

☐ **3. I am a YouthBuild participant.**

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

_____ _____

Employee Signature Date

To Be Completed by the Employer

The employee was hired on: _____

This employee meets the following: ☐HUD Income Limits ☐ Section 3 Business Employee ☐ YouthBuild Participant

Business Name: _____

Print Name of Owner / Agent: _____

Signature of Owner / Agent: _____ Date: _____

TO BE COMPLETED BY AWARDING AGENCY

Reviewed by: _____ Date: _____

2024 TARGETED SECTION 3 WORKER CERTIFICATION
FOR
LOS ANGELES COUNTY RESIDENTS

Employee Name: _____

Address: _____

City/State/Zip Code: _____

I am an employee who, when hired, can document that at least one of the following currently or within the past five (5) years applies to me:

☐ **1. I am/was a low-income person living within one mile of this project site**

☐ **2. I am a YouthBuild Participant**

☐ **3. I am employed by a Section 3 Business**

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

_____ _____
Employee Signature Date

To Be Completed by the Employer

The employee was hired on: _____
This employee meets the following: ☐ Section 3 Business Employee ☐ PHA Resident ☐ YouthBuild Participant
Business Name: _____
Print Name of Owner / Agent: _____
Signature of Owner / Agent: _____ Date: _____

TO BE COMPLETED BY AWARDING AGENCY

Reviewed by: _____ Date: _____

SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following Section 3 Clause:

a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

c. The contractor agrees to send to each labor organization or representative of workers which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall; describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the persons) taking applications foe each of the positions, and the anticipated date the work shall begin.

d. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 135.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 135.

f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that the greatest extent feasible; (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

NOTICE OF SECTION 3 COMMITMENT

To: _____

[Name of Labor Union or Workers' Representative]

_____

[Address]

Awarding Authority: _____

Project Name and Number: _____

The undersigned currently holds a contract with _____ involving Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obligated, to the greatest extent feasible, to give opportunities for training and employment to lower-income residents of the project area and to award contracts for work on the project to business concerns that are located in or are owned in substantial part by project-area residents.

Regarding employment opportunities for this project, the minimum number and job titles are:

Minimum Number	Job Titles

Regarding job referrals, request that consideration be given, to the greatest extent feasible, to assignment of persons residing in the service area or neighborhood in which the project is located.

The anticipated date the work will begin is _____

For additional information, contact: _____

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

_____ _____

[Contractor/Subcontractor] [Signature]

_____ _____

[Date] [Title]

SECTION 3 ECONOMIC OPPORTUNITY PLAN

1. Name and Address of Reporting Entity (Recipient, Sub-recipient, Contractor, Subcontractor):	2. Federal Identification (Contract/Award No.):	3. Dollar Amount of Award:
	4. Contact Person:	5. Phone (Include Area Code):
	6. Reporting Period:	7. Date Report Submitted:
8. Program Code:	(Use a separate sheet for each Program Code)	

Program Codes

1. Flexible Subsidy **2**. Section 202/811 **3**. Public/Indian Housing Development, Operation, and Modernization **4**. Homeless Assistance **5**. HOME
6. HOME – State Administered **7**. CDBG – Entitlement **8**. CDBG – State Administered **9**. Other CD Programs **10**. Other Housing Programs

Part I: Employment and Training Commitment

JOB CLASSIFICATION	TOTAL NEW HIRES	SECTION 3 NEW HIRES	% of Aggregate Hires Who are Section 3 Residents
Professionals			%
Technicians			%
Office/Clerical			%
Trade:			%
Trade:			%
Trade:			%
Trade:			%
Total:			%

Part II: Contract Award Commitment to Section 3 Businesses (Subcontractors, Suppliers, Vendors, or Service Providers)

NAME OF SECTION 3 BUSINESS CONCERN	SPECIFY CONSTRUCTION OR NONCONSTRUCTION CONTRACT	CONTRACT AMOUNT
		$
		$
		$
		$
		$
		$
		$
TOTAL		$
Percentage of the total dollar amount to be awarded to Section 3 Business Concerns:		**%**

A bidder who commits to hire Section 3 Residents by directing employment and training opportunities toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, may use any combination of outreach efforts to meet the Section 3 commitment made when a Section 3 Economic Opportunity Plan has been submitted.

REMEMBER: All employees of a business/firm count toward meeting your Section 3 compliance goals – Section 3 New Hires do not have to be construction workers; they just have to be a part of your permanent, full-time staff.

SAMPLE OUTREACH EFFORTS FOR CONTRACTORS SEEKING SECTION 3 RESIDENT EMPLOYEES

- Enter into "first-source" hiring agreements with organizations representing Section 3 residents, such as Work Source or a local Workforce Investment Board. For more information, visit http://www.calwia.org/lwia/index.cfm.

- Sponsor a HUD-certified "Step-Up" employment and training program for Section 3 residents.

- Advertise training and employment positions by distributing flyers (Notice of Section 3 Commitment or other flyer that identifies the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development(s) adjacent to the project site.

- Post training and employment position flyers in public housing developments, offices of the local government, and other conspicuous places.

- Contact State-approved apprenticeship programs to gain access to potentially low-income residents who are actively seeking job-placement and training. For more information on local apprenticeship programs, you can visit the California Department of Industrial Relations' database of local apprenticeship programs by visiting http://www.dir.ca.gov/databases/das/aigstart.asp.

- Contact agencies administering HUD Youthbuild programs and request their assistance in recruiting current HUD Youthbuild program participants who are in need of permanent placement.

- Advertise any positions to be filled through the local media, such as community television networks, newspapers of general circulation, or commonly-used job placement websites such as www.monster.com.

Qualitative Efforts For Contractors

☐ Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.

Date of Outreach Effort	Address of Outreach Effort

☐ Provided training or apprenticeship opportunities.

Date of Training	Address of Training

☐ Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).

Date of Technical Assistance	Address of Technical Assistance

☐ Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.

Date of Workers Assistance	Address of Workers Assistance

☐ Held one or more job fairs..

Date of Job Fair	Address of Job Fair

☐ Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).

Date of Referral	Address of Service Provided or Referred

☐ Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

Date of Assistance	Type of Educational Assistance Provided

☐ Assisted Section 3 workers to obtain financial literacy training and/or coaching.

Date of Assistance	Type of Training/Coaching Provided

☐ Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.

Date of Outreach	Description of Outreach

☐ Provided technical assistance to help Section 3 business concerns understand and bid on contracts.

Date of Technical Assistance	Name of Business Concern

☐ Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.

Name of Business Concern

☐ Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

Name of Business Concern	Description of Assistance

☐ Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

Date of Activity	Name of Business Registry

☐ Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act 17.

Date of Assistance	Description of Activity

☐ Other:_____

Date of Activity	Description of Activity

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

(A) Any class of laborers or mechanics that is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor, the laborers and mechanics to be employed in the classification {if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under 0MB control number 1235-0023.)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under 0MB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(8) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit that is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under 0MB Control Number 1235-0023.)

(2) Withholding.

HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this Contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements that is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and Basic Records.

(i) Maintaining Payroll Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of five years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records that show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018.)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all the information required to be maintained under 29 CFR 5.S(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at **https://www.dol.gov/agencies/whd/forms** or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under 0MB Control Number 1235-0008.)

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.S(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(i)(b).

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program that has received prior approval, evidenced by formal certification by the U.S. Department of labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal Employment Opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

(6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph A and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

(7) Contract termination; Debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility.

(i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment (*e.g.*, 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) Withholding for Unpaid Wages and Liquidated Damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926, and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 *et seq.*

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

FEDERAL EQUAL EMPLOYMENT OPPORTUNITY/ AFFIRMATIVE ACTION REQUIREMENTS

1. EQUAL OPPORTUNITY CLAUSE. During the performance of this contract, the contractor agrees as follows:

   a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action 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; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

   e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

   f. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

   g. The contractor will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or

vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246).

a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation in Each Trade	Goals for Female Participation in Each Trade
	28.3%	6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

d. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

3. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS (Executive Order 11246)

a. As used in these specifications:

(1) "Covered area" means the geographical area described in the solicitation from which this contract resulted;

(2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

(3) "Employer identification number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.

(4) "Minority" includes:

(a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or Southern American, or other Spanish culture or origin, regardless of race);

(c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

b. Whenever the contractor or any subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the Equal Opportunity Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.

d. The contractor shall implement the specific affirmative action standards provided in Paragraphs 3g(1) through 3g(15) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training or

minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs Office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.

g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

(4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a

minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under Paragraph 3g(2), above.

(6) Disseminate the contractor's equal employment opportunity (EEO) policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school, summer, and vacation employment to minority and female youth, both on the side and in other areas of a contractor's work force.

(11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

h. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations described in Paragraphs 3g(1) through (16), above. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraphs 3g(1) through (16) of these specifications; provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of minority women is underutilized).

j. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

k. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

l. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing

subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4.8.

n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions thereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number, and assigned social security number, race, sex, status (*e.g.*, mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (*e.g.*, those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

4. SPECIFIC EEO REQUIREMENTS. For a federally assisted construction contract in excess of $10,000, the contractor/subcontractor shall:

a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Nonsegregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.

b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor – ESA, 200 Constitution Avenue, NW, Room C3325, Washington, DC 20210, within ten working days of award of any subcontract in

excess of $10,000, listing the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.

d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.

e. For contracts in excess of $10,000, bind subcontractors to the Federal equal employment opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.

5. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

6. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

7. THE AGE DISCRIMINATION ACT OF 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

8. SECTION 503 OF THE REHABILITATION ACT OF 1973. Any contract in excess of $10,000 entered into by any Federal department or agency for the procurement of personal property and non-personal services (including construction) for the United States shall contain a provision requiring that the party contracting with the United States shall take affirmative action to employ and advance in employment qualified individuals with disabilities. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance.

CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS

1. It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

    a. Including qualified small and minority businesses on solicitation lists.

    b. Assuring that small and minority businesses are solicited whenever they are potential sources.

    c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.

    d. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses.

    e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce as required.

    f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1e above.

2. Grantees shall take similar appropriate affirmative action in support of women's business enterprise.

3. Grantees are encouraged to procure goods and services from labor surplus areas.

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to federally assisted construction contracts and related subcontracts exceeding $100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857, *et seq.*, the Federal Water Pollution Control Act, as amended, 33 USC 1251, *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner the following:

1. A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

CONTRACTOR'S NOTIFICATION OF SUBCONTRACTS AWARDED

PROJECT NAME: _____

PROJECT LOCATION/AWARDING AGENCY: _____

PROJECT NO.: _____

SUBCONTRACTOR'S NAME, ADDRESS AND TELEPHONE NUMBER	EMPLOYER IDENTIFICATIO N NUMBER	CONTRACTOR LICENSE NUMBER	CONTRACT AMOUNT	ESTIMATED STARTING DATE	ESTIMATED COMPLETION DATE	CRAFTS TO BE USED

INFORMATION TO BE PROVIDED BY CONTRACTOR ON ALL SUBCONTRACTS, REGARDLESS OF TIER, WITHIN 10 WORKING DAYS OF AWARD. CONTRACTOR CERTIFIES THAT EACH SUBCONTRACTOR HAS BEEN NOTIFIED THAT THIS IS A FEDERALLY FUNDED/ASSISTED CONSTRUCTION PROJECT AND BEEN PROVIDED WITH A COPY OF FORM HUD-4010.

_____ _____

Signature **Name and Title [printed]**

_____ _____

Date **Company Name**

CERTIFICATION OF NON-SEGREGATED FACILITIES
Federally Assisted Projects

The Federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

_____
Name of Contractor

_____
Address

_____
Signature and Title

_____
Date

CERTIFICATION
WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS

The ☐ bidder / ☐ proposed subcontractor hereby certifies that s/he ☐ has / ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that s/he ☐ has / ☐ has not filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: _____ Project No.: _____ Contract Award: $ _____

Awarding Agency: _____

Contractor Name: _____ Total Number Employees: _____

Affiliate Company: _____

By: _____

Title: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts that are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of $10,000 or under are exempt.)

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031
CERTIFICATION

Name of Firm: _____ Date: _____

Address: _____

State: _____ Zip Code: _____ Telephone: _____

Acting on behalf of the above-named firm as its Authorized Official, I make the following Certification to the County of Los Angeles and the Community Development Authority, County of Los Angeles:

1) It is understood that each person/entity/firm who applies for a Community Development Authority contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160 (Los Angeles County Ordinance 93-0031); and

2) That all persons/entities/firms acting on behalf of the above-named firm have complied and will comply with the County Code; and

3) That any person/entity/firm who seeks a contract with the Community Development Authority shall be disqualified therefrom and denied the contract and shall be liable in civil action if any lobbyist, lobbying firm, lobbyist employer, or any other person or entity acting on behalf of the above-named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into a contract with Los Angeles County and the Community Development Authority, County of Los Angeles.

Authorized Official:

Name: _____ Title: _____

Signature: _____ Date: _____

FEDERAL LOBBYIST REQUIREMENTS CERTIFICATION

Name of Firm: _____ Date: _____

Address: _____

State: _____ Zip Code: _____ Telephone: _____

Acting on behalf of the above-named firm as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD):

1) No Federal appropriated funds have been paid, by or on behalf of the above-named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan, or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof; and

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the above-named firm shall complete and submit Standard Form–LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions; and

3) The above-named firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Authorized Official:

Name: _____ Title: _____

Signature: _____ Date: _____

California Public Contract Code requires every bid on every public works contract of a public entity shall include a declaration under penalty of perjury under the laws of the State of California, in the following form

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

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 _____[date], at _____[city], _____[state]."

_____

Bidder Name

_____

Signature

_____

Printed Name and Title

NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY

To: _____
[Name of Labor Union or Workers' Representative]

_____
[Address]

Awarding Authority: _____

Project Name and Number: _____

The undersigned currently holds a contract with _____ involving Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

> HIRING, PLACEMENT, UPGRADING, TRANSFER, OR DEMOTION; RECRUITMENT, ADVERTISING, OR SOLICITATION FOR EMPLOYMENT; TREATMENT DURING EMPLOYMENT; RATES OF PAY OR OTHER FORMS OF COMPENSATION; SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP; AND LAYOFF OR TERMINATION.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

_____ _____
[Contractor/Subcontractor] [Signature]

_____ _____
[Date] [Title]

WORKERS' COMPENSATION CERTIFICATION

I certify, by my signature below, that I am aware of the provisions of Section 3700 of the California 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 that I will comply with such provisions before commencing the performance of work on this contract.

Date: _____ Project Number: _____

Project Name: _____

Company Name: _____

Address: _____

Print Name: _____

Title: _____

Signature: _____

AGENCY REPORT OF CONSTRUCTION CONTRACT AWARD

TO: Grants Management Unit (GMU)
Los Angeles County Development Authority (LACDA) Date: _____

FROM: _____ Local Contracting Agency Name: _____

Project Name: _____ Project Number: _____

A formal bid opening or informal solicitation for this construction contract was held on: Date: _____

A ☐Contract ☐Subcontract was awarded to the contractor identified below on: Date: _____

The contract amount for the scope of work to be performed by this contractor, as detailed below, is: Amount: _____

This ☐is ☐is not a Section 3 qualified construction contract.

A Section 3 Pre-Bid Meeting was held on: Date: _____

The Contractor's Eligibility was verified prior to the contract with search results from:

California Contractors State License Board (CSLB) website (http://www.cslb.ca.gov) on: Date: _____

California Department of Industrial Relations (DIR) website (https://www.dir.ca.gov.dlse/debar.html) on: Date: _____

Federal List of Parties Excluded from federal contract award website (https://sam.gov/content/exclusions) on: Date: _____

A *Notice of Contract Award* letter was sent to the U.S. Dept. of Labor, OFCCP (contracts $10,000 or more) on: Date: _____

▶Identify the detailed scope of work FOR THIS CONTRACTOR

Estimated Start Date: _____ *Estimated Completion Date:* _____

_____

_____

_____

_____

▶Identify the work classifications to be used BY THIS CONTRACTOR at the construction site

Estimated Workforce size: _____ (total number of workers)

☐ Asbestos Worker	☐ Equipment Operator Group(s) _____	☐ Lather	☐ Roofer
☐ Bricklayer	☐ Glazier	☐ Marble Setter	☐ Sheet Metal Worker
☐ Carpenter	☐ Ironworker	☐ Painter	☐ Terrazzo Worker
☐ Cement Mason	☐ Laborer Group(s) _____	☐ Plasterer	☐ Tile Layer
☐ Electrician	☐ Laborer/Striper Group(s) _____	☐ Plumber	☐ Other: _____

Contractor acknowledges by signing below that *"This construction project is funded in whole or in part with Federal funds."*

A copy of the Federal Labor Standards Provisions (HUD-4010 form) is attached to Contractor's copy of this form.

A copy of the assigned Federal Wage Decision identified below will be attached to Contractor's copy of this form.

Federal Wage Decision Number: CA_____, Mod._____, Dated _____ (https://sam.gov/content/wage-determinations)

Contractor further acknowledges that the prevailing wage and fringe benefit rates must be paid to all workers each week.

Print Company Name ☐*Prime Contractor* ☐*Subcontractor*

Employer Identification Number: _____

Contractor License Number: _____

Authorized Signature of Company Representative

☐*Black American* ☐*White American* ☐*Hispanic American* ☐*Woman Owned Business* ☐*Minority Owned Business* ☐*Section 3 Qualified Business* ☐*Native American* ☐*Hasidic Jewish* ☐*Asian/Pacific American*

Print Company Name ☐*Subcontractor* ☐*Lower-Tier*

Employer Identification Number: _____

Contractor License Number: _____

Authorized Signature of Company Representative

☐*Black American* ☐*White American* ☐*Hispanic American* ☐*Woman Owned Business* ☐*Minority Owned Business* ☐*Section 3 Qualified Business* ☐*Native American* ☐*Hasidic Jewish* ☐*Asian/Pacific American*

Tips for completing the *Agency Report of Contract Award* form

The *Agency Report of Contract Award* (ARCA) form will help the LCA to complete HUD's Semi-Annual and Annual reporting requirements. Send a copy of the completed form(s) to the GMU Contract Compliance Officer via email. Process the ARCA as follows:

- **Local Contracting Agency (LCA) must:**
  - Enter the basic project information on the form.
  - Enter the dollar amount of the Prime Contract.
  - Explain the prevailing wage requirements as outlined in the specifications.
  - DO NOT sign the form until it is returned, completed by the prime, sub, or lower-tier contractor.
  - Collect form from the contractor and review for accuracy.
  - Initial and email completed form(s) to GMU.
- **Prime Contractor must:**
  - Provide an estimated start and end date and a summary of the Scope of Work.
  - Identify the basic trades and number of workers to be used on site.
  - Complete the lower left section – business address and EEO portion.
  - Sign and return the form to the LCA.
  - On each Subcontractor form, provide the dollar amount of each subcontract.
    - Ensure subcontractor has a copy of the HUD-4010 form and Federal Wage Decision.
    - Collect form from the subcontractor and review for accuracy.
    - Sign and forward the form to the LCA.
- **Sub and Lower-Tier Contractor must:**
  - Provide an estimated start and end date and a summary of the Scope of Work.
  - Identify the basic trades and number of workers to be used on site.
  - Complete the lower right section – business address and EEO portion.
  - Sign and return the form to the Prime Contractor.

1. **Date of Public Bid Opening or Informal Solicitation Date**: Date that the LCA held the public bid opening, or the date that the contract opened for vendor offers through informal solicitation.
2. **Contract Award Date:** **Prime Contracts:** the date that the contractor signed an agreement with the LCA.
   Subcontracts: the date the subcontractor signed an agreement with, or work commenced for the prime contractor.
   Lower-tier contracts: the date the lower-tier signed an agreement with, or work commenced for the subcontractor.
3. **Section 3-Qualified Contracts**: The LCA is required to conduct a presentation of the requirements and labor hour benchmarks of *Section 3* during a *Pre-Bid Meeting*. During bid evaluation, the LCA will include a *Section 3* analysis of each bidder's *Section 3* Responsiveness and provide GMU with a copy of the evaluation. A standard-format evaluation form is available for reference and use during the evaluation process.
4. **Contractor Eligibility**: Prior to awarding a contract for construction, the LCA must ensure the contractor is eligible to receive federal funds and that the contractor's license is current and active as part of the LCA bid evaluation process. The eligibility check includes:
   A. Obtaining the state license number of each bidder and proposed subcontractor. Contact CA Contractor State License Board on-line at http://www.cslb.ca.gov. Click on "Check License" and enter the license number; the License Detail page will display (Business Information, License Status, etc.); print this page. Scroll to bottom and select "Personnel List"; print a copy of this page.
   B. Verifying lack of debarment:
      i. First, access the CA Department of Industrial Relations website at https://www.dir.ca.gov/dlse/debar.html and verify the contractor does not appear on the debarment list. Print the results.
      ii. Next, access the Federal List of Parties Excluded on-line at https://sam.gov/content/exclusions; follow the instructions to enter contractor information and verify contractor is not excluded. Print the results.
   C. Place printed results of all searches in the contractor's *Labor Standards Enforcement File*.
5. **Contractor Acknowledgment**: By signing this form, Contractor acknowledges that this project is federally funded and that the prevailing wage requirements of the *Davis-Bacon and Related Acts* will be administered, monitored, and enforced by the LCA or their assigned representative.
6. **Federal Labor Standards Provisions**: A copy of the current *HUD-4010* form that outlines the labor requirements for each contractor must be included in the bid specifications for all formal competitive bids or physically attached to each Prime Contract awarded for informal contracts under $25,000. The Prime Contractor must attach a current copy of the *HUD-4010* form to each subcontract.
7. **Federal Wage Decision**: A copy of the current *Wage Decision* that identifies the minimum hourly wage and fringe benefit payments to workers must also be included in the bid specifications for all formal competitive bids or physically attached to each Prime Contract awarded for informal contracts under $2,000. The Prime Contractor must attach a copy of the applicable *Wage Decision* and *HUD-4010* form to each subcontractor ARCA to ensure that each sub and lower- tier contractor was informed of his/her obligation to pay prevailing hourly wages and fringe benefits to workers each week.
8. **Contractor Acknowledgment**: Contractor acknowledges it must pay all workers required prevailing wage and fringe benefit rates each week.
9. **Notice of Contract Award**: Within ten days of the award date, a *Notice of Contract Award* letter must sent to the Office of Federal Contract Compliance Programs (*OFCCP*) for contracts awarded in the amount of $10,000 or more. Place a copy of the signed letter in the project file.

   U.S. Department of Labor, Office of Federal Contract Compliance Programs
   1640 South Sepulveda Boulevard, Suite 440
   Los Angeles, CA 90024

CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION

Project Name: _____

Contracting Agency: _____

This is to certify that the principals and the authorized payroll officer, below, have read and received a copy of the Federal Labor Standard Provisions (HUD-4010) and a copy of the Contractor's Guide to Prevailing Wage Requirements for Federally Assisted Construction Projects, and that they understand the labor standards clauses pertaining to the above-listed project.

The following person is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance form that will accompany each weekly payroll report for the contractor listed below during the duration of this project:

Contactor Business Name	License Number
Payroll Officer Name (print)	Payroll Officer (signature)
Name of Person Authorized to Sign (print)	(Authorized Signature)
Title	Date

PUBLIC WORKS PAYROLL REPORTING FORM

Page _____ of _____

NAME OF CONTRACTOR OR SUBCONTRACTOR: | CONTRACTOR'S LICENSE NO.: / SPECIALTY LICENSE NO.: | ADDRESS:

PAYROLL NO.: | FOR WEEK ENDING: | SELF-INSURED CERTIFICATE NO.: / WORKERS' COMPENSATION POLICY NO.: | PROJECT OR CONTRACT NO.: / PROJECT AND LOCATION:

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF W/H EXEM	(3) WORK CLASSIFICATION	ST or OT	(4) DAY: S	M	T	W	TH	F	S — DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED: THIS PROJECT	ALL PROJECTS	(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS: FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC./ HOLIDAY	HEALTH & WELF.	PENSION	(9) NET WAGES PAID FOR WEEK	CHECK NO.
			S																				
															TRAIN-ING	FUND ADMIN.	DUES	TRAV./ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			O																				
			S																				
															TRAIN-ING	FUND ADMIN.	DUES	TRAV./ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			O																				
			S																				
															TRAIN-ING	FUND ADMIN.	DUES	TRAV./ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			O																				
			S																				
															TRAIN-ING	FUND ADMIN.	DUES	TRAV./ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			O																				

S = STRAIGHT TIME
O = OVERTIME

*OTHER Any other deductions, contributions, and/or payments, whether or not included or required by prevailing wage determinations, must be separately listed. Use extra sheet(s) if necessary.

CERTIFICATION **MUST** BE COMPLETED.

STATEMENT OF COMPLIANCE

CONTRACTOR/SUBCONTRACTOR	CONTRACT NUMBER
FIRST DAY AND DATE OF PAY PERIOD	LAST DAY AND DATE OF PAY PERIOD

I do hereby certify under penalty of perjury:

(1) That I pay or supervise payment to employees of the above-referenced contractor on the above-referenced contract; that all persons employed on said project for the above-referenced time period have been paid their full weekly wages earned; that no rebates have been or will be made either directly or indirectly to or on behalf of said contractor from the full weekly wages earned by any person; and that no deductions have been made either directly or indirectly from the full weekly wages earned by any person other than permissible deductions.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; and that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates:
- (a) ☐ Specified in the applicable wage determination incorporated into the contract.
- (b) ☐ Determined by the Director of Industrial Relations for the county or counties in which the work is performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency.

(4) That fringe benefits as listed in the contract:
- (a) ☐ Have been or will be paid to the approved plan(s), fund(s), or program(s) for the benefit of listed employee(s), except as noted below.
- (b) ☐ Have been paid directly to the listed employee(s), except as noted below.
- (c) ☐ See exceptions noted below.

EXCEPTION CRAFT	EXPLANATION

REMARKS:

NAME (PLEASE PRINT)	TITLE
SIGNATURE	DATE

On federally funded projects, permissible deductions are defined in regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c).

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets the needs of the state and federal payroll requirements to pay fringe benefits in addition to payment of minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various preapproved plans, funds, or programs or by making these payments to the employees as part of their weekly wage payments.

The contractor must **show on the face of his or her payroll all monies paid to the employees** whether as basic rates or as total hourly wage amounts in lieu of fringes. The contractor shall report in the statement of compliance that **he or she is paying to others** fringes required by the contract and not paid directly to the employees in lieu of fringes.

Detailed instructions follow:

Contractors required to pay Federal Wage Rates:

Such a contractor shall check paragraph 2(a) of the statement to indicate that the wage rates for laborers or mechanics contained in the payroll are not less than the applicable wage rates specified in the applicable wage determination incorporated into the contract.

Contractors required to pay the State Prevailing Wage Rates as determined by the Director of Industrial Relations:

Such a contractor shall check paragraph 2(b) of the statement to indicate that the wage rates for laborers or mechanics contained in the payroll are not less than the applicable wage rates determined by the Director of Industrial Relations for the county or counties in which the work is performed.

Contractors who pay all required fringe benefits:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decisions shall continue to show on the face of his or her payroll the basic hourly rate and overtime rate paid to his or her employees, just as he or she has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he or she is also paying approved plans, funds, or programs within the time required fro the receipt of those sums, not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

Contractors who pay no fringe benefits:

A contractor who does not pay fringe benefits to an approved plan shall pay a like amount to the employee. This payment can be reported by inserting in the straight time hourly rate column of his or her payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and one-half on wages paid in lieu of fringes, the overtime rate shall be not less than one and one-half the basic predetermined rate, plus the required cash in lieu of fringes at the straight-time rate. To simplify computation of overtime, it is suggested that the straight-time basic rate and payment in lieu of fringes be separately stated in the hourly rate column, thus $14.56/5.11. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he or she is paying fringe benefits directly to his or her employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c) Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obligated to pay the deficiency directly to the employees as wages in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as wages in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

PROJECT NAME: _____

PROJECT NUMBER: _____

Classification / Fringe Benefits Provided		Name, Address, and Telephone Number of Plan/Fund Program
Health and Welfare	$	
Pension	$	
Vacation	$	
Apprenticeship/Training	$	
Other	$	
Health and Welfare	$	
Pension	$	
Vacation	$	
Apprenticeship/Training	$	
Other	$	
Health and Welfare	$	
Pension	$	
Vacation	$	
Apprenticeship/Training	$	
Other	$	

OR: (Check if applicable)

☐ I certify that I do not make payments to approved fringe benefit plans, funds, or programs.

_____ by _____

(Contractor/Subcontractor) (Signature)

_____ _____

(Date) (Title)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REPORT OF ADDITIONAL CLASSIFICATION AND RATE	HUD FORM 4230A OMB Approval Number 2501-0011 (Exp. 01/31/2010)

1. **FROM** (*name and address of requesting agency)*	2. **PROJECT NAME AND NUMBER** 3. **LOCATION OF PROJECT** (City, County and State)
4. **BRIEF DESCRIPTION OF PROJECT**	5. **CHARACTER OF CONSTRUCTION** ☐ **Building** ☐ **Residential** ☐ **Heavy** ☐ **Other (specify)** ☐ **Highway**
6. **WAGE DECISION NO.** (include modification number, if any) ☐ **COPY ATTACHED**	7. **WAGE DECISION EFFECTIVE DATE**

8. **WORK CLASSIFICATION(S)**	**HOURLY WAGE RATES**	
	BASIC WAGE	**FRINGE BENEFIT(S) (if any)**

9. **PRIME CONTRACTOR** (name, address)	10. **SUBCONTRACTOR/EMPLOYER, IF APPLICABLE** (name, address)

Check All That Apply:

☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.

☐ The proposed classification is utilized in the area by the construction industry.

☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.

☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).

☐ Supporting documentation attached, including applicable wage decision.

Check One:

☐ **Approved, meets all criteria. DOL confirmation requested.**

☐ **One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.**

Agency Representative *(Typed name and signature)* *Date* *Phone Number*	**FOR HUD USE ONLY** **LR2000:** **Log in:** **Log out:**

HUD-4230A (8-03) PREVIOUS EDITION IS OBSOLETE

Report of Additional Classification and Wage Rate	U.S. Department of Housing and Urban Development Office of Labor Relations	OMB Approval No. 2501-0011 (Exp. 01/31/2010)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of information. The information is considered non-sensitive and does not require special protection. This information is required to obtain benefits. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Employers engaged on HUD-assisted construction projects subject to Davis-Bacon wage requirements must pay no less than the wages determined to be prevailing by the Secretary of Labor to all laborers and mechanics engaged on the construction work. On occasion, the applicable Davis-Bacon wage decision does not contain all of the work classifications and wage rates needed to complete the construction work. This information collection facilitates the addition of needed work classifications and wage rates for the construction work involved. This form is used by HUD and local agencies administering HUD programs to report employer request(s) for additional classification and wage rates so that an appropriate wage rate can be approved by the Department of Labor for the construction work. This information collection is required by Department of Labor regulations at 29 CFR 5.5. While no assurances of confidentiality are pledged to respondents, HUD generally discloses these data only in response to a Freedom of Information request.

Instructions

General:

Contractors/Employers: Do not need to complete this form. Submit a written, signed request to the responsible contracting agency naming the work classifications and the wage rates, including any fringe benefits, that are proposed.

Local Agency Staff: Complete items 2 through 10. Submit one copy of this form to the responsible HUD Labor Relations Office with a copy of the applicable Davis-Bacon wage decision and the written request form the employer naming the work classifications and wage rates that are proposed. (The employer's request must be made in writing and must be signed.)

1. For HUD or State CDBG Office use. Enter the name and address of HUD Office (or State CDBG office) submitting the report and to which the DOL reply should be sent.
2. Enter the name and number of the project or contract involved.
3. Enter the location of the project involved: city, county and state.
4. Describe the construction involved, e.g., new construction or rehabilitation, number and type of buildings, number of stories, number of units (as applicable). For example: New construction: 3 – 4-story buildings; 120 units.
5. Enter the character of construction as defined by DOL for Davis-Bacon prevailing wage rate purposes.
6. Enter the number of the Davis-Bacon wage decision applicable to the construction work. Include the number of wage decision modifications (if any) applicable to the work.
7. Enter the effective date of the wage decision for the project. (See DOL regulations at 20 CFR 1.6.)
8. Enter the work classifications and corresponding hourly basic wage rates and fringe benefit rates (if any) requested.
9. Self-explanatory.
10. If the requesting employer is not the prime contractor, enter the name and address of the subcontractor/employer making the request.

Remainder of Form: HUD Labor Relations/State CDBG use.

HUD Labor Relations/State CDBG Staff: Evaluate the employer's request against the criteria for approval (see DOL Regulations, 29 CFR Part 5, and related contract labor standards provisions). The criteria are reflected in "checklist" form to ensure that each factor is considered and to ensure that supporting documentation, including a copy of the applicable wage decision, is attached. Check the box next to each criterion that is met; do not check the box next to any criterion that is not met.

If the request meets all criteria, check the appropriate box, enter the name and telephone number of the HUD/State CDBG agency representative, and sign and date the form. Submit one copy of the completed form to the DOL with a copy of the applicable Davis-Bacon wage decision and the written request from the employer involved.

If the request fails to pass all criteria, check the appropriate box, enter agency contact information, and sign and date the form. Submit one copy of the completed form to the DOL with a copy of the applicable Davis-Bacon wage decision, the written request from the employer involved, *and* a cover letter explaining how the employer's request failed to meet one or more of the criteria.

Submission of Report

Completed forms shall be sent to: Branch of Construction Wage Determinations, U.S. Department of Labor, 200 Constitution Avenue, N.W., Room S-3014, Washington, DC 20210.

HUD-4230A (8-03) PREVIOUS EDITION IS OBSOLETE

The following pages contain the federal wage decision that was current and in effect at the time of bid advertisement.

If U.S. DOL issues a wage modification after the date of bid advertisement but prior to the date ten (10) days before bid opening, an addendum will be issued to advise all plan holders.

"General Decision Number: CA20240022 10/18/2024

Superseded General Decision Number: CA20230022

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at
http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	02/02/2024
3	02/09/2024
4	02/23/2024
5	03/08/2024
6	04/12/2024
7	05/24/2024
8	06/28/2024
9	07/05/2024
10	07/12/2024
11	08/09/2024
12	08/16/2024
13	08/23/2024
14	09/06/2024
15	09/13/2024
16	09/20/2024
17	10/18/2024

ASBE0005-002 09/01/2023

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)	$ 49.58	25.27
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)	$ 36.97	20.36

ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)	$ 23.52	13.37

BOIL0092-003 01/01/2024

	Rates	Fringes

BOILERMAKER.....$ 51.98 42.11

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* BRCA0004-007 05/01/2024

	Rates	Fringes
BRICKLAYER; MARBLE SETTER	$ 45.53	20.29

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars ($3.00) above the standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-004 06/01/2023

	Rates	Fringes
MARBLE FINISHER	$ 40.21	15.23
TILE FINISHER	$ 34.78	13.64
TILE LAYER	$ 48.29	19.18

BRCA0018-010 09/01/2023

	Rates	Fringes
TERRAZZO FINISHER	$ 39.95	14.65
TERRAZZO WORKER/SETTER	$ 47.85	15.14

CARP0213-001 07/01/2021

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer	$ 51.60	16.28
(2) Millwright	$ 52.10	16.48
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial)	$ 51.73	16.28
(4) Pneumatic Nailer, Power Stapler	$ 51.85	16.28
(5) Sawfiler	$ 51.69	16.28
(6) Scaffold Builder	$ 42.80	16.28
(7) Table Power Saw Operator	$ 51.70	16.28

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by

piledrivers): $0.13 per hour additional.

CARP0213-002 07/01/2021

	Rates	Fringes
Diver		
(1) Wet	$ 834.40	16.28
(2) Standby	$ 445.84	16.28
(3) Tender	$ 437.84	16.28
(4) Assistant Tender	$ 413.84	16.28

Amounts in ""Rates' column are per day

CARP0213-004 07/01/2021

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER	$ 51.60	16.28
STOCKER/SCRAPPER	$ 22.16	8.62

CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer	$ 21.85	7.15

ELEC0011-004 06/30/2023

	Rates	Fringes
ELECTRICIAN (INSIDE ELECTRICAL WORK)		
Journeyman Electrician	$ 60.80	3%+29.77
ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals, CCTV,and Underground Systems)		
Journeyman Transportation Electrician	$ 60.80	3%+29.77
Technician	$ 45.60	3%+29.77

FOOT NOTE:
CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per hour above Journeyman Electrician basic hourly rate.
TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:
Installation of street lights and traffic signals,including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals.

Installation of underground ducts for electrical,telephone, cable television and communication systems. Pulling,termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect,detector loop, fiber optic cable and video/cable.

TECHNICIAN:
Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

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* ELEC0011-007 01/01/2024

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System Installer	$ 46.47	3%+17.08

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. *Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems
Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

*Fire Alarm Systems
1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

ELEC1245-001 06/01/2024

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	$ 70.16	24.46
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	$ 53.30	22.01
(3) Groundman.....	$ 40.76	21.51
(4) Powderman.....	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	$ 66.63	37.885+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-004 08/01/2024

	Rates	Fringes

OPERATOR: Power Equipment
(DREDGING)
     (1) Leverman.....$ 64.10 38.75
     (2) Dredge dozer.....$ 58.13 38.75
     (3) Deckmate.....$ 58.02 38.75
     (4) Winch operator (stern
     winch on dredge).....$ 57.47 38.75
     (5) Fireman-Oiler,
     Deckhand, Bargeman,
     Leveehand.....$ 56.93 38.75
     (6) Barge Mate.....$ 57.54 38.75

ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1	$ 53.90	32.80
GROUP 2	$ 54.68	32.80
GROUP 3	$ 54.97	32.80
GROUP 4	$ 56.46	32.80
GROUP 6	$ 56.68	32.80
GROUP 8	$ 56.79	32.80
GROUP 10	$ 56.91	32.80
GROUP 12	$ 57.08	32.80
GROUP 13	$ 57.18	32.80
GROUP 14	$ 57.21	32.80
GROUP 15	$ 57.29	32.80
GROUP 16	$ 57.41	32.80
GROUP 17	$ 57.58	32.80
GROUP 18	$ 57.68	32.80
GROUP 19	$ 57.79	32.80
GROUP 20	$ 57.91	32.80
GROUP 21	$ 58.08	32.80
GROUP 22	$ 58.18	32.80
GROUP 23	$ 58.29	32.80
GROUP 24	$ 58.41	32.80
GROUP 25	$ 58.58	32.80
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1	$ 55.25	32.80
GROUP 2	$ 56.03	32.80
GROUP 3	$ 56.32	32.80
GROUP 4	$ 56.46	32.80
GROUP 5	$ 56.68	32.80
GROUP 6	$ 56.79	32.80
GROUP 7	$ 56.91	32.80
GROUP 8	$ 57.08	32.80
GROUP 9	$ 57.25	32.80
GROUP 10	$ 58.25	32.80
GROUP 11	$ 59.25	32.80
GROUP 12	$ 60.25	32.80
GROUP 13	$ 61.25	32.80
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1	$ 55.75	32.80
GROUP 2	$ 56.53	32.80
GROUP 3	$ 56.82	32.80

GROUP 4	$ 56.96	32.80
GROUP 5	$ 57.18	32.80
GROUP 6	$ 57.29	32.80
GROUP 7	$ 57.41	32.80

PREMIUM PAY:
$10.00 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable);Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator

(asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid,

Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self- propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating

a second piece of equipment: $1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to

and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San

Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0433-006 01/01/2024

	Rates	Fringes

IRONWORKER
     Fence Erector.....$ 42.53 26.26
     Ornamental, Reinforcing
     and Structural.....$ 47.45 34.90

PREMIUM PAY:

$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-001 07/01/2022

	Rates	Fringes
Brick Tender	$ 37.32	21.45

LABO0300-003 07/01/2022

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1	$ 45.68	23.30
GROUP 2	$ 46.00	23.30
GROUP 3	$ 46.46	23.30
GROUP 4	$ 47.15	23.30
LABORER		
GROUP 1	$ 36.39	21.04
GROUP 2	$ 36.94	21.04
GROUP 3	$ 37.49	21.04
GROUP 4	$ 39.04	21.04
GROUP 5	$ 39.39	21.04

LABORER CLASSIFICATIONS

  GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler;

Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever

and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars;; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0300-005 07/01/2024

	Rates	Fringes
Asbestos Removal Laborer	$ 43.88	25.13

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2022

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1	$ 48.50	21.37

GROUP 2.....$ 47.55 21.37
GROUP 3.....$ 44.01 21.37

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	$ 40.69	18.25
(2) Vehicle Operator/Hauler.	$ 40.86	18.25
(3) Horizontal Directional Drill Operator.....	$ 42.71	18.25
(4) Electronic Tracking Locator.....	$ 44.71	18.25
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	$ 41.90	21.32
GROUP 2.....	$ 43.20	21.32
GROUP 3.....	$ 45.21	21.32
GROUP 4.....	$ 46.95	21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all

related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LABO1414-001 08/03/2022

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER	$ 38.92	23.32
PLASTER TENDER	$ 41.47	23.32

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0036-001 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County)	$ 29.59	17.12
(2) All Other Work	$ 38.52	18.64

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

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* PAIN0036-006 09/01/2024

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Antelope Valley North of the following Boundary: Kern County Line to Hwy. #5, South on Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hwy. #14, South to Hwy. #18,		

East to Hwy. #395.....$ 45.20 26.82
Remainder of Los Angeles
County.....$ 49.33 26.82

PAIN0036-015 01/01/2020

	Rates	Fringes
GLAZIER	$ 43.45	23.39

FOOTNOTE: Additional $1.25 per hour for work in a condor, from the third (3rd) floor and up Additional $1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

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PAIN1247-002 01/01/2024

	Rates	Fringes
SOFT FLOOR LAYER	$ 43.20	18.03

PLAS0200-009 08/03/2022

	Rates	Fringes
PLASTERER	$ 47.37	19.64

PLAS0500-002 07/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 44.00	27.11

PLUM0016-001 09/01/2024

	Rates	Fringes
PLUMBER/PIPEFITTER		
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space	$ 57.67	25.63
Work ONLY on strip malls, light commercial, tenant improvement and remodel work	$ 42.49	23.86
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work	$ 59.48	26.61

PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter	$ 40.20	25.90
Sewer & Storm Drain Work....	$ 44.29	23.28

ROOF0036-002 08/01/2024

	Rates	Fringes
ROOFER.....	$ 49.43	20.58

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive $1.75 per hour ""pitch premium"" pay.

SFCA0669-013 01/01/2024

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	$ 45.31	27.91

SFCA0709-005 09/01/2023

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	$ 54.29	32.00

SHEE0105-002 07/01/2024

LOS ANGELES (South of a straight line between Gorman and Big Pines including Catalina Island)

	Rates	Fringes
SHEET METAL WORKER		
(1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....	$ 35.64	10.56
(2) Modernization : Excluding New Construction - Under 5000 sq. ft. Does		

not include modification, upgrades, energy management, or conservation improvements of central heating and AC equpment.....$ 34.17 10.86

SHEE0105-003 07/01/2024

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work	$ 59.40	30.34
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfort	$ 56.95	30.04

SHEE0105-004 07/01/2023

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER	$ 45.98	29.24

TEAM0011-002 07/01/2024

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 39.59	34.34
GROUP 2	$ 39.74	34.34
GROUP 3	$ 39.87	34.34
GROUP 4	$ 40.06	34.34
GROUP 5	$ 40.09	34.34
GROUP 6	$ 40.12	34.34
GROUP 7	$ 40.37	34.34
GROUP 8	$ 40.62	34.34
GROUP 9	$ 40.82	34.34
GROUP 10	$ 41.12	34.34
GROUP 11	$ 41.62	34.34
GROUP 12	$ 42.05	34.34

WORK ON ALL MILITARY BASES:

PREMIUM PAY: $3.00 per hour additional.
  [29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,
  El Centro Naval Facility, Fort Irwin, Marine Corps
  Logistics Base at Nebo & Yermo, Mountain Warfare Training
  Center, Bridgeport,   Point Arguello, Point Conception,
  Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

  GROUP 2: Driver of vehicle or combination of vehicles - 2
  axles; Traffic control pilot car excluding moving heavy
  equipment permit load; Truck mounted broom

  GROUP 3: Driver of vehicle or combination of vehicles - 3
  axles; Boot person; Cement mason distribution truck; Fuel
  truck driver; Water truck - 2 axle; Dump truck, less than
  16 yds. water level; Erosion control driver

  GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete
  truck, less than 6-1/2 yds. water level

  GROUP 5: Water truck, 3 or more axles; Truck greaser and tire
  person ($0.50 additional for tire person); Pipeline and
  utility working truck driver, including winch truck and
  plastic fusion, limited to pipeline and utility work;
  Slurry truck driver

  GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck,
  6-1/2 yds. water level and over; Vehicle or combination of
  vehicles - 4 or more axles; Oil spreader truck; Dump truck,
  16 yds. to 25 yds. water level

  GROUP 7: A Frame, Swedish crane or similar; Forklift driver;
  Ross carrier driver

  GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck
  repair person; Water pull - single engine; Welder

  GROUP 9: Truck repair person/welder; Low bed driver, 9 axles
  or over

  GROUP 10: Dump truck - 50 yds. or more water level; Water
  pull - single engine with attachment

  GROUP 11: Water pull - twin engine; Water pull - twin engine
  with attachments; Winch truck driver - $1.25 additional
  when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R ◆1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

City Council Agenda Report

ITEM NO. 24

DATE: December 18, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Alison Becker, AICP, Acting Community Development Director
Ben Jarvis, AICP, Interim Senior Planner

SUBJECT: **CONSIDERATION OF APPROVAL OF THE PROFESSIONAL SERVICES AGREEMENT WITH THE ARROYO GROUP FOR SERVICES RELATED TO A HOUSING ELEMENT REVISION AND IMPLEMENTATION OF HOUSING ELEMENT PROGRAMS**

Recommendation

Staff recommends that the City Council consider approval of a Professional Services Agreement with the Arroyo Group for services related to a Housing Element Revision and housing program implementation tasks associated with the passage of Measure SP, for a term of one year with the option to extend the contract for one (1) additional year, for a total maximum contract term of two years at a not-exceed amount of $139,370.

Executive Summary

As part of the on-going administration of the City's certified Housing Element, the City requires assistance to address issues identified by the Department of Housing and Community Development (HCD) to implement certain Housing Element programs and to ensure consistency between the Housing Element and other City documents such as the General Plan, Downtown Specific Plan, and South Pasadena Municipal Code. Services will primarily be related to the Housing Element itself, addressing issues raised by HCD in letters dated February 13 and July 29, 2024, such as supporting community engagement and evaluating development standards. Other tasks in the Scope of Services include financial analysis and reconciling the Zoning Ordinance, General Plan, and DTSP, to ensure internal consistency with the Housing Element across all City guiding documents.

Background

The City adopted its Housing Element on May 30, 2023, and the document was certified by the State on July 29, 2024. The Housing Element is now being implemented by the City. Program 2.n required the City to ask South Pasadena residents to consider revisiting the City's 45-foot, voter-approved height limit in certain areas of the City. Measure SP passed by a strong margin, showing residents' commitment to accommodate the City's share of regional housing demand. Now that Measure SP has passed, the City Council has the ability to consider taller building heights in certain areas of the City. Those decisions have not yet been made and will require additional public outreach and community input; tasks currently planned for January and February. Since the General Plan, Downtown Specific Plan, and Zoning Ordinance all work with the Housing Element to guide the City's development, those documents will need to be updated. The Professional Services Agreement with the Arroyo

Group will allow the City to amend the applicable documents to reflect Council action, to address issues identified by HCD, thereby maintaining Housing Element certification.

Analysis
Four firms responded to the Request for Proposals (RFP): the Arroyo Group, Bowman, Harris and Associates, and Mobius Planning. Of the four proposals, two firms were selected to be interviewed: the Arroyo Group and Harris and Associates. Interviews were held the week of December 2, 2024. Both firms were well qualified, and it was clear that either firm could perform the required tasks called for in the RFP. Based on the interview, the Arroyo Group was the firm best suited for the project. The Arroyo Group demonstrated an impressive understanding of the City's needs, including the community's concerns regarding the Housing Element's adoption process. Based on that understanding, along with the firm's technical capability, the Arroyo Group was selected for the contract.

The tasks included in this project are considered routine and in keeping with that would be expected in the standard process of implementing adopted housing programs, but that is not to say that the tasks are simple. Revising an adopted Housing Element is always challenging because of the public engagement that is required, along with the technical documentation to support the revisions, and also the public hearings before the Planning Commission and City Council. The City is working as quickly as possible to update the Housing Element and to include the revised development standards that are possible now that Measure SP has been approved. All of the City's guiding documents will need to be updated as part of this process, and those changes should be made in accordance with the timeframes listed in the Housing Element. The goal is to submit a revised Housing Element to HCD that addresses HCD's issues, is straight forward and transparent to maintain certification.

In its letters from February and July of this year, HCD listed several items the City needed to address in order to maintain Housing Element certification. These include seeking further public involvement for any revisions to housing programs, evaluating development standards to confirm they do not constrain housing production, and to address the 45-foot height limit, removing that development constraint. With the passage of Measure SP, the City now has the ability to address these issues. Arroyo Group will assist in evaluating other potential constraints and providing the background information required to show that the City's development standards are feasible for the base densities shown on the General Plan land use map.

The agreement is for an initial term of one year with an option for the City to extend the term for an additional year. Given the City's short timeframe, all work tasks are expected to be completed by Summer 2025. Having the ability to extend the contract guarantees that the Arroyo Group's resources and expertise will be available to the City even if there are unforeseen delays.

Alternatives (if applicable)
The City Council may opt to approve the staff recommendation or provide alternate direction.

Fiscal Impact
The one-year contract has a not-to-exceed amount of $139,370. The Community Development Department FY 2024-25 included $200,000 for this work program, sufficient funding for this contract. Invoices will be paid from Account #101-7010-7011-8170-000 on an as-needed basis. Staff anticipates the budgeted amount to be enough to cover the necessary

work. Should the contract be extended and additional funds are needed for unforeseen circumstances, additional City Council authorization would be required.

Key Performance Indicators and Strategic Plan
This project supports Objectives 5 in the 2021-2026 Strategic Plan: *Plan for Affordable Housing to Comply with State Mandates*.

Environmental Analysis
This contract does not constitute a project under the California Environmental Quality Act. No environmental analysis is required.

Attachment:
Attachment 1- Draft PSA for Arroyo Group
Attachment 2- Exhibit A (The Arroyo Group)
Attachment 3- Arroyo Group Proposal

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena / the Arroyo Group)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and the Arroyo Group ("Consultant").

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: Housing Element Revision 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": The Consultant will serve as the City's expert and lead manager for updating the City's adopted Housing Element and submitting a Housing Element revision to the State. The Consultant will review relevant documents, identify conflicts between the Housing Element and other guiding documents, and propose solutions to make the General Plan, Downtown Specific Plan, and Zoning Code consistent with the Housing Element. Such tasks will require public outreach, technical analysis, and coordination with the Department of Housing and Community Development (HCD). The Consultant is expected to fulfill the tasks, roles, and responsibilities as listed in Exhibit A (attached).

3.2. "Agreement Administrator": The Agreement Administrator for this project is Alison Becker, AICP, Deputy Community Development 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 A and incorporated herein by this reference. This 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 One Hundred Thirty Nine Thousand One Hundred Seventy Dollars ($139,170).

3.5. "Commencement Date": January 1, 2025.

3.6. "Termination Date": Upon completion of the work but no later than December 31, 2025.

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.

4.1. **Time Extensions.** The Community Development Director is authorized to extend the term of this Agreement for a one (1) year extension on the same terms and conditions and if the compensation for the one-year extension is included as a budget expense. In no event shall the term of this Agreement, with the extension, exceed two (2) years.

5. CONSULTANT'S DUTIES

5.1. **Services**. Consultant shall perform the services identified in the Scope of Services Exhibit A. 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, 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. Philip Burns, AICP, Principal and President, 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 and their billing rates identified in the Approved Fee Schedule, Exhibit A. 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 A. 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. INTENTIONALLY OMITTED

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, and hold harmless 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 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 active negligence or willful misconduct of the City.

11.4 **Intentionally Omitted.**

11.5 **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.

11.6 **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.

11.7 **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: Housing Element Revision Consultant 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: Alison Becker, AICP, Deputy Community Development Director
1414 Mission Street
South Pasadena, CA 91030., South Pasadena, CA 91030.

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:

Alison Becker, AICP, Deputy Director of Community Development
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7220
Facsimile: (626) 403-7241
E-mail: abecker@southpasadenaca.gov

If to Consultant:

Philip Burns, AICP, Principal and President
The Arroyo Group
40 E. Colorado Boulevard
Pasadena, CA 91105
Telephone: (626) 795-9771
E-mail: phil@arroyogroup.com

With courtesy copy to:

Roxanne M. Diaz
South Pasadena City Attorney
Richards, Watson & Gershon
350 South Grand Avenue, 37th Floor
Los Angeles, CA 90071
Telephone: (213) 626-8484
Facsimile: (213) 626-0078

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	"Consultant" The Arroyo Group
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

By:_____
Deputy City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne M. Diaz, City Attorney

Date:_____

Final Scope and Budget -
City of South Pasadena
Housing Element Amendment Consultant Services

EXHIBIT A:
SCOPE OF SERVICES AND FEE SCHEDULE

	Description	THE ARROYO GROUP	PLANNING, ENGAGEMENT	Principal / PM Philip Burns, AICP $215	Consulting Principal Ian Dickenson $215	Sr Associate - Outreach Anton Anderson $175	Associate - Architecture William Bowser $120	Associate - Planning Margaret Muñoz $120		PUBLIC WORKS PARTNERS ENGAGEMENT SUPPORT	Principal Melissa Lee $375		BAE URBAN ECONOMICS FINANCIAL FEASIBILITY	Principal-in-Charge (Assoc.) Aaron Barker $305	Senior Associate Jacob Richey $230	Support/Analyst $125		TEAM
A: HOUSING ELEMENT ANALYSIS									**$40,685**			**$0**					**$29,265**	**$69,950**
A.1 Physical Site Planning Analysis	Two sites: one Huntington Dr, one Ostrich Farm. Each evaluated under a base, density bonus, and 100% affordable alternative. Derives appropriate development standards provided in presentation.. Adjust after engagement feedback.			8	8		60		$10,640									**$10,640**
A.2 Updates to Housing Element Text for Height Limit	Updates to public engagement text in various sections of the Element to reflect efforts towards and results of ballot measure, update text related to the ballot measure effort in Program 2.n to reflect results of ballot measure, reflect height limit changes to the Downtown Specific Plan and zoning code in the Housing Element, update development standard tables (residential site and commercial, mixed-use, and business park district) in Housing Element to reflect height limit changes, re-do the realistic capacity analysis taking into account the new height limits and edit Appendix F, following new realistic capacity analysis edit the site inventory table to reflect any necessary changes, edit site inventory maps in Appendix A to reflect any necessary site inventory changes.			20	5	0	15	45	$12,575			$0					$0	**$12,575**
A.3 Comprehensive Review and Fixing of Housing Element	Review entire Element for errors and other issues, and correct based on guidance from City and HCD			32				40	$11,680									
A.4 Pro Forma Analysis	5-6 pro forma analyses, demonstrating effects of new development standards on financial feasibility			6					$1,290					20	48	85	$27,765	**$29,055**
A.5 City Coordination Meetings	Assumes 12 coordination meetings, summary notes			12				16	$4,500									**$4,500**
Non-Labor									$0								$1,500	**$1,500**
B: HCD INTERFACE									**$12,210**			**$0**					**$0**	**$12,210**
B.1 Public Review/Hearing Draft Housing Element	Compile into public review draft			4				8	$1,820			$0					$0	**$1,820**
B.2 HCD Submittal Housing Element	Incorporates comments from public, PC and CC up to the amount budgeted			8			8	8	$3,640			$0						**$3,640**
B.3 HCD Consultation Meetings	Prepare and attend meetings with HCD prior to submittal and post-submittal			12				12	$4,020			$0						**$4,020**
B.4 Revised Draft Housing Element	Assumes minor changes needed for second submittal, 7-day public review, no new public hearings			6				12	$2,730			$0					$0	**$2,730**
Non-Labor									$0			$0					$0	**$0**
C: COMMUNITY OUTREACH AND PRESENTATIONS									**$40,620**			**$7,500**					**$0**	**$48,120**
C.1 Community Open Houses (two open houses, in-person)	Two open houses with same content. Includes development of graphics-based presentations			20		7	24	20	$10,805		15	$5,625					$0	**$16,430**
C.2 Listening Walks	Two walking tours to HE sites to hear stakeholders discuss issues, and envision development on key sites. Bring precedent projects or site planning studies to stir the imagination.			10	6	6	8		$5,450			$0					$0	**$5,450**
C.3 Pop-Up Event	Provide materials for pop-up events to be conducted by City staff			3		2	6	8	$2,675			$0					$0	**$2,675**
C.4 City Website Content	Content for new page on City website related to HE/DTSP update. Post presentations, FAQ			8		2		4	$2,550			$0					$0	**$2,550**
C.5 Study Sessions with Planning Commission (2) and City Council (2)	Includes development of graphics-based presentations. Assumes one study session with Council about basics of development			26		10	36	24	$14,540			$0						**$14,540**
C.6 Planning Commission and City Council Hearings	Includes development of graphics-based presentations			5		3	8	7	$3,400		5	$1,875						**$5,275**
Non-Labor									$1,200			$0					$0	**$1,200**
D: REGULATORY DOCUMENT AMENDMENTS									**$9,090**			**$0**					**$0**	**$9,090**
A.5 Updates to Downtown Specific Plan	Update regulatory language for height limits and development standards as needed within the Downtown Specific Plan. Assumes no major reworking and all necessary working files are provided.			10			10		$3,350			$0					$0	**$3,350**
A.6 Updates to Zoning Code Text	Create zoning code section for affordable housing overlay, update height limits/development standards in Housing Opportunity overlay			20				12	$5,740			$0					$0	**$5,740**
Non-Labor																		
TOTAL									**$102,605**			**$7,500**					**$29,265**	**$139,370**

NOV 12, 2024
RESPONSE TO

SOUTH PASADENA HOUSING ELEMENT AMENDMENT CONSULTANT SERVICES RFP









The Arroyo Group Planning, Urban Design and Engagement
Public Works Partners , Real Estate and Economics
BAE, Economics and Real Estate


Metro Rail
Metro is hiring bus operators.
South Pasadena

PLANNERS, URBAN DESIGNERS & ARCHITECTS

November 12, 2024

Elizabeth Bar-El, Interim Deputy Director
Community Development Department
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

Dear Ms. Bar-El and Members of the Selection Committee:

On behalf of our team, The Arroyo Group is pleased to submit this proposal to the City of South Pasadena for Housing Element Amendment Consulting Services. On the heels of Measure SP's approval, we can uniquely bring to bear two critical skill sets on the City's future:

1. the physical planning and design skills needed to establish new height limits and development standards that will accommodate high-density development in a human-scaled environment; and
2. the experience in Housing Elements that will lead to prompt certification.

While Measure SP's approval removes the need for a new public vote to raise height limits, careful study, appropriate deliberation, honesty and transparency are nevertheless essential to maintain the public's trust. Like you, we are appreciate the walkable, mom-and-pop, town-like environment which makes much of South Pasadena special in our local region. We also understand the urgent need to expand housing supply to ameliorate the housing crisis. In partnering with you, we will work as honest brokers, engaging with all perspectives, educating about trade-offs, and providing our best recommendations to decision-makers to act on.

Behind this cover letter, you will find our proposal organized into three sections: Understanding and Approach, Scope and Budget, and Qualifications. These three sections contain all the information requested in the RFP. The scope and budget reflect our initial understanding of the City's needs, but we are more than happy to amend it based on further discussion.

We look forward to hearing from you and discussing our proposal more in the near future. We would be honored to support the City of South Pasadena in this critical project.

Respectfully,

Philip Burns, AICP, Principal and President
Team Proposal Contact:
323.382.2402, phil@arroyogroup.com

The Arroyo Group

40 E. Colorado Blvd.

SUITE E

PASADENA

CALIFORNIA

91105

VOICE 626 795.9771

FAX 626 584.0519


NO PARKING
2 HOUR PARKING
PAY TO PARK
PAY HERE
PHONE
KABUKI
JAPANESE RESTAURANT

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A. UNDERSTANDING AND APPROACH 1

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Understanding

South Pasadena has been through a long and grueling Housing Element process. Seeking to avoid large-scale changes to zoning and development standards, the City originally faced scrutiny due to the inclusion of several properties in the sites inventory, such as City Hall, which were difficult for housing activists and HCD reviewers to accept. This led to the replacement of the Housing Element consultant and a lawsuit from Californians for Homeownership which required the:

1. Removal of certain parcels as identified housing sites
2. Addition of a program to issue a request for proposal for city-owned housing sites no later than January 1, 2028
3. Provide specific information for sites identified to meet the City's housing needs
4. Addition of a program to seek, through voter approval, the removal of the City's existing 45-foot height limit for at least any parcel identified in the Housing Element for which the base density is anticipated to exceed 50 dwelling units per acre

Several drafts later, the City achieved a finding of substantial compliance with State Housing Law pending the need to identify appropriate development standards, which was substantially dependent on the outcome of Measure SP, voted on this past November 5.

The passage of Measure SP by approximately 60% of South Pasadena voters reflects an understanding on the part of the community that change will be necessary to address the housing crisis and avoid the total loss of local control due to the builder's remedy. This is not surprising, given the City's high levels of education, and the increasing acceptance among policymakers and the media that increasing housing supply is key to addressing the crisis. This interpretation of the Measure SP vote is in keeping with South Pasadenans' other ballot activity as well. Kamala Harris, who had made increasing housing supply and affordability a top issue on her economic agenda, won 75-77% of South Pasadenans' vote for President on November 5.

This acceptance of change, however, must be balanced against South Pasadena's longstanding fights to protect the character of its community. This is present in their famous defeat of the 710 Freeway extension despite all odds, but also in their close scrutiny of the redevelopment process for the Mission Street historic district.

As a result of these factors, a principal need for the project is to identify the height limits and development standards which will enable the construction of developments that meet maximum densities of 70 du/ac for the Downtown Specific Plan Mixed-Use Core (Mission Street), 110 du/ac for the Downtown Specific Plan Fair Oaks Corridor, 45 du/ac for High Density Residential, 30 du/ac for Medium Density Residential, and at least 30 du/ac for the Affordable Housing Overlay. While Measure SP has granted the City some needed flexibility on the height limit, new standards must still be palatable to the community and appropriate to the historic and human-scaled environment which South Pasadena has cultivated.

Our approach will emphasize the following points:

1. **We will straightforwardly and honestly document and address the issues with development standards, which will lead to prompt HCD certification.** The justification of realistic capacities to accommodate the RHNA requires a clear and objective process. Since some proposed densities are in excess of anything built in the City recently, we will rely on three-dimensional physical test-fit models to establish the maximum densities under existing and proposed development standards. The models will need to be based on development parameters (unit sizes, parking ratios and location, etc.) verified by developers, other knowledgeable parties, and recent construction in South Pasadena and nearby cities.
2. **We will ensure that higher-density development coheres into the existing environment.** The use of physical models to undertake the analysis also allows for the crafting/retention of specific development standards which are important to help the development cohere into South Pasadena's existing environment. In its letter, HCD mentions "setbacks, height stepbacks, distance requirements between buildings, courtyard dimensions, lot sizes, lot widths, private open space, open space depths, building lengths, unit size, floor area ratios, and site landscaping" as examples of potential constraints, in addition to current height limits. While these standards may constrain densities, they may also be critical to ensuring that the development reinforce's South Pasadena's historically human-scaled and walkable environment. The Downtown Specific Plan, for example, has been carefully crafted to balance these considerations; its form-based code nature is a strength. However, as necessary we can also make new recommendations such as design standards to create a sense of continuity between existing and new buildings, height averaging and/or different methods to enforce maximum heights, and establishment of incentive menus that encourage the judicious use of density bonus concessions and waivers.



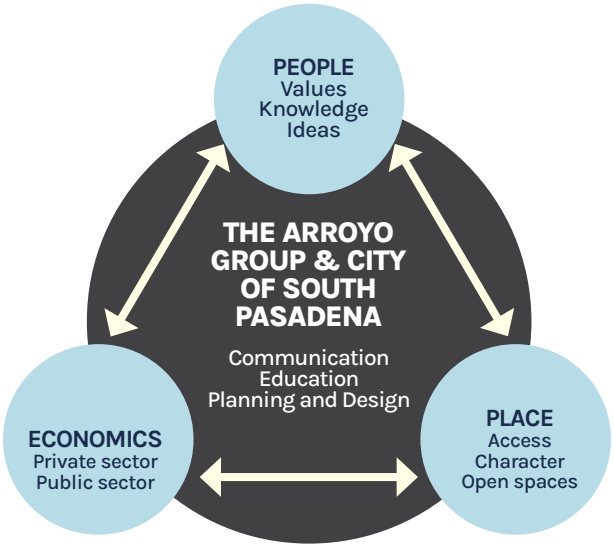
Medium-density within a 2-3 story envelope. Mission/Meridian (40 du/ac)

3. **We will conduct honest community engagement, connecting this effort to South Pasadena's community values, educating about trade-offs, and enabling high-quality input.** South Pasadenans' approval of Measure SP does not mean that they want no role in planning their community; they expect local government to continue to take them into account and exercise their power responsibly. Through our community engagement process, we will increase understanding, empathy and trust as we "level up" community members, Commissioners, stakeholders and others to be able to provide high-quality input through foregrounding the community's values as expressed in their General Plan and providing real education about the trade-offs inherent in different choices about development standards and Housing Element sites. We will also meet independently with key community stakeholders such as the Preservation Society, Tenants Union and/or Education Foundation to address concerns and develop buy-in at key times. Finally, we will also collaborate closely with the Planning Commission, which is comprised of several professionals familiar with these issues and also tied into the community.



High Density Withing a 5 story envelope. Pasadena Playhouse Village (109 du/ac)

The overall approach is summarized in the graphic at right, which has been key to our success in many different projects. The solution is found in the interplay between the factors of People, Economics and Place. Budget allowing, we would like to augment our team in the areas of People and Economics through the inclusion of Public Works Partners and BAE Urban Economics.



The Arroyo Group's Planning Approach

The table below presents the required spreadsheet or table listing each item that we believe necessary or desirable to complete the project, with the staff assigned to each task, number of hours, billing rates, and overall budget. In light of the November 5 election results, this budget has been prepared assuming that Measure SP has passed.

Proposed Scope and Budget - City of South Pasadena
Housing Element Amendment Consultant Services
Measure SP Approved

	A: HOUSING ELEMENT ANALYSIS	
A.1	Physical Site Planning Analysis	Six sites: two on Fair Oaks corridor, two on Mission, one Huntington Dr, one Ostrich Farm. Each evaluated under a base, density bonus, and 100% affordable alternative. Derives appropriate development standards provided in presentation. Adjust after engagement feedback.
A.2	Updates to Housing Element Text	Updates to public engagement text in various sections of the Element to reflect efforts towards and results of ballot measure, update text related to the ballot measure effort in Program 2.n to reflect results of ballot measure, reflect height limit changes to the Downtown Specific Plan and zoning code in the Housing Element, update development standard tables (residential site and commercial, mixed-use, and business park district) in Housing Element to reflect height limit changes, re-do the realistic capacity analysis taking into account the new height limits and edit Appendix F, following new realistic capacity analysis edit the site inventory table to reflect any necessary changes, edit site inventory maps in Appendix A to reflect any necessary site inventory changes.
A.3	City Coordination Meetings	Assumes 12 coordination meetings, summary notes
	Non-Labor	
	B: HCD INTERFACE	
B.1	Public Review/Hearing Draft Housing Element	Compile into public review draft
B.2	HCD Submittal Housing Element	Incorporates comments from public, PC and CC up to the amount
B.3	HCD Consultation Meetings	Prepare and attend meetings with HCD prior to submittal and post-
B.4	Revised Draft Housing Element	Assumes minor changes needed for second submittal, 7-day public review, no new public hearings
	Non-Labor	
	C: COMMUNITY OUTREACH AND PRESENTATIONS	
C.1	Community Open Houses (two open houses, in-person)	Two open houses with same content. Includes development of graphics-based presentations
C.2	One-on-one meetings with stakeholder groups	1 in-person or Zoom interview with each: Chamber of Commerce, South Pasadena Educational Foundation, South Pasadena Tenants Union, Preservation Society, Josh Albrecht/YIMBY
C.3	Study Sessions with Planning Commission (2) and City Council (1)	Includes development of graphics-based presentations
C.4	Planning Commission and City Council Hearings	Includes development of graphics-based presentations
	Non-Labor	
	TOTAL	
	OPTIONAL TASKS	
A.4	Pro Forma Analysis	5-6 pro forma analyses, demonstrating effects of new development standards on financial feasibility
A.5	Updates to Downtown Specific Plan	Update regulatory language for height limits and development standards as needed within the Downtown Specific Plan. Assumes no major reworking and all necessary working files are provided.
A.6	Updates to Zoning Code Text	Create zoning code section for affordable housing overlay, update height limits/development standards in Housing Opportunity overlay
A.7	Alternate Rezoning Concept	Alternative rezoning concept with lessened densities on focus sites and additional sites found/justified. Could serve as alternative for community discussion if needed.
C.5	Pop-Up Events at Thursday evening Farmers Market (two pop-ups, in-person)	
C.6	Educational video	Explains project and trade-offs for workshops, pop-ups, social media
	Non-Labor	Non-labor for pop-up events, pro forma analysis
	TOTAL WITH ALL OPTIONAL TASKS	

THE ARROYO GROUP	Principal / PM Philip Burns, AICP	Consulting Principal Ian Dickenson	Sr Associate - Outreach Anton Anderson	Associate - Architecture William Bowser	Associate - Planning Margaret Muñoz		PUBLIC WORKS PARTNERS	Principal Melissa Lee		BAE URBAN ECONOMICS	Principal-in-Charge (Assoc.) Aaron Barker	Senior Associate Jacob Richey	Support/Analyst		TEAM
PLANNING, ENGAGEMENT	$215	$215	$175	$120	$120		ENGAGEMENT SUPPORT	$375		FINANCIAL FEASIBILITY	$295	$220	$120		
						$48,135			**$0**					**$0**	**$53,715**
	24	20		180		$31,060									**$31,060**
	20	5	0	45	15	$12,575			$0					$0	**$12,575**
	12				16	$4,500									**$4,500**
						$0									
						$10,200			**$0**					**$0**	**$10,200**
	4				8	$1,820			$0					$0	**$1,820**
	8			8	8	$3,640			$0						**$3,640**
	6				6	$2,010			$0						**$2,010**
	6				12	$2,730			$0					$0	**$2,730**
						$0			$0					$0	
						$29,640			**$7,500**					**$0**	**$37,140**
	20		7	24	20	$10,805		15	$5,625					$0	**$16,430**
	10		10			$3,900			$0					$0	**$3,900**
	17		8	24	20	$10,335			$0						**$10,335**
	5		3	8	7	$3,400		5	$1,875						**$5,275**
						$1,200			$0					$0	**$1,200**
						$87,975			**$7,500**					**$0**	**$95,475**
						$51,095			**$0**					**$46,610**	**$97,705**
	6					$1,290					30	83	150	$45,110	**$46,400**
	10			10		$3,350			$0					$0	**$3,350**
	20				12	$5,740			$0					$0	**$5,740**
	30	10		40	120	$27,800			$0					$0	**$27,800**
	6		4	6	14	$4,390			$0					$0	**$4,390**
	8		3	10	34	$7,525			$0					$0	**$7,525**
						$1,000			$0					$1,500	**$2,500**
						$139,070			**$7,500**					**$46,610**	**$193,180**


iPic THEATERS

QUALIFICATIONS AND RELEVANT EXPERIENCE C

The Arroyo Group is a 48-year-old planning and urban design firm that creates urban communities that build on the unique physical attributes of a place and the values and needs of its residents, leading to real revitalization and positive social impact. Throughout our body of work:

- We foster and sustain a sense of place.
- We plan and design vital environments.
- We accelerate the development of affordable and mixed-income housing.

The Arroyo Group Philosophy

The Arroyo Group derives its name and approach from the Arroyo Guild, an assembly of turn-of-the-century California architects, planners, engineers, and artists who lived along the Arroyo Seco in Pasadena. Common to their creative efforts was a careful consideration for the beauty and meaning of their environment, and an overriding concern for quality and craftsmanship. Much like the Guild, our team members work together because we have the shared belief that sensitive and workable relationships between people and the environment can be achieved today and integrated with the sound social and fiscal considerations so essential to successful design, planning and development.

The Arroyo Group has played a significant role in creating some of the most charming and successful districts in the San Gabriel Valley, including Old Pasadena, Pasadena Playhouse Village, Old Town Monrovia and Old Town La Verne. To this, we have added expertise over the sixth cycle in Housing Elements. Motivated by a desire to honestly plan for the housing needs of our region and utilizing our background as generalist planners and urban designers, our Housing Elements have featured clear and comprehensive analyses of development standards and previous development trends, leading to accurate identification and swift certification of sites inventory, realistic capacities and governmental constraints.

Public Works Partners

Public Works Partners is providing support to The Arroyo Group on community engagement strategy and execution. Public Works Partners understands the importance of engaging local communities to create strategies that fit the neighborhod and are sustainable over time. They help organizations around the nation design and execute stakeholder engagement that leads to actionable plans and policies, engaging stakeholders at every level and fostering buy in to ensure a seamless transition from planning to execution. Public Works Partners does this through a commitment to building trust through the engagement process and creating meaningful feedback loops between community members, project partners, and their clients.

BAE Urban Economics

BAE Urban Economics is a full-service economic planning firm which has deep experience in supporting planning and zoning processes for affordable and market-rate housing. If authorized as an optional task, BAE's work for the South Pasadena Housing Element Consulting Services will consist of pro forma analyses which will help ensure that proposed height limits and development standards are adequate to allow development to proceed. BAE has often been trusted to help communities set standards and public requirements at the right level balancing feasibility with public benefit. Examples include work on SCAG's Metrolink-oriented developments, Los Angeles' transit-neighborhood plans, its Affordable Housing Linkage Fee study, and Culver City's rent control ordinance.

Responsible Staff/Project Manager
Philip Burns, **AICP**
40 E. Colorado Boulevard, Suite E, Pasadena CA 91105
(323) 382-2402, phil@arroyogroup.com

Legal Name: The Arroyo Group
Form of Business: Corporation, incorporated 1976
Certifications: SBE, DBE
Offices: 1 (Pasadena)
Employees: 7

City of Inglewood

Housing Element (2021-2023)
Inclusionary Zoning Ordinance and Objective Design Standards (2023-2024)

Reference:
Bernard McCrumby Jr.
Planning Manager,
(310) 412-5230
bmccrumby@cityofinglewood.org

The Arroyo Group led a team to develop the City of Inglewood's 6th cycle Housing Element. The Housing Element included compiling an inventory of potential housing sites likely to develop from 2021 to 2029. The inventory was challenging due to the 2,768 lower income units that Inglewood had to plan for. Rather than assigning all possible sites to the lower-income category as most cities do, the Element based its assignments of income levels to projects on realistic possibilities of market-rate and affordable development given past history and future policies. Sites were evaluated based on the following characteristics: private/public ownership, size, surrounding amenities such as medical facilities, schools, and transit, maximum allowable density, existing uses, and more. The site inventory emphasized the inclusion of public land, congregational land, and institutional land. The City owned sites included in the inventory will follow Surplus Land Act guidelines when recruiting housing developers.

The Housing Element also includes an Affirmatively Furthering Fair Housing (AFFH) analysis. This AFFH analysis analyzed five housing issues including fair housing, segregation and integration, racially/ethnically concentrated areas of poverty, access to opportunity, and disproportionate housing needs. As a result of this analysis, the City adopted meaningful actions that address significant disparities in housing needs and in access to opportunity. Some of these meaningful actions adopted by the City include adopting an inclusionary zoning ordinance, encouraging the development of affordable housing on religious congregations' land, adopting objective design standards, ensuring the rental registry ordinance is implemented, and more. Other programs adopted as part of the Housing Element include Community Land Trusts, City Purchases and Covenants to Preserve Affordable Housing, Local Preference Ordinance, and Design Standards to Streamline Housing Development.



Design Guidelines and Objective Design Standards:
Multifamily and Mixed-Use Projects

A.5 Materials, Finishes and Color

Guidelines

G-5.1: High-quality materials and finishes appropriate to the architectural style, scale, character and design theme of the building should be used. Materials, finishes and colors should unify a structure's appearance and be selected to work harmoniously with each other. Exterior design and building materials should reflect permanence and quality. Graffiti-resistant materials and paints are strongly encouraged. Materials utilized to enhance the character of a building and at specified locations should be integral and robust giving special consideration to longevity and long term maintenance considerations.

G-5.2: Buildings should be treated as a whole and finished appropriately on all sides to appear integral to the building and avoid appearing "tacked on". The highest quality and most human-scaled materials should be used within the building's base as described in S-5.2. Backs of buildings shall use similar materials; however, less expensive and utilitarian substituted materials are acceptable, provided they are compatible with the overall design.

G-5.3: Outdoor dining activates communities, provides a unique ambience, and provides a measure of safety against airborne diseases. It takes advantage of Inglewood's mild climate and is highly encouraged within all commercial and mixed-use zones which allow restaurant use.

G-5.4: Outdoor dining can be separated into patio dining, which occurs on private property, and sidewalk dining, which occurs on public sidewalks.

G-5.5: Outdoor diners should be protected from the sun during daytime hours by umbrellas, canopies or similar strategies.

G-5.6: Patio dining should take place in locations and take mitigating measures to minimize noise spillover for adjoining residential uses, especially during the nighttime hours.

G-5.7: Within areas affected by LAX flight path noise, dining areas located on private property may benefit from using canopies or playing background music to mitigate airplane noise effects.

G-5.1 High quality materials and finishes used to enhance architectural character and longevity

G-5.2 Cohesive design for entire building

Standards

S-5.1: No more than 50% of the building elevation shall be clad with EIFS or stucco.

S-5.2: At least 70% of the nontransparent ground floor street frontage of a development shall feature durable, human-scaled materials such as brick, block, wood, stone, and others on the exterior.

S-5.3: Material changes shall not occur at corners. The same material shall continue around corners for a minimum distance of four feet. If applicable, the same materials shall continue to the next change in the wall plane.

S-5.4: Contrasting colors shall be used for trim, windows, doors and key architectural elements.

S-5.2 At least 70% of nontransparent ground floor frontage features durable human-scaled materials

Minimum 4'-0"

Encouraged
Continue material around corner to a change in wall plane

Required
Continue material around corner for a minimum of 4 feet

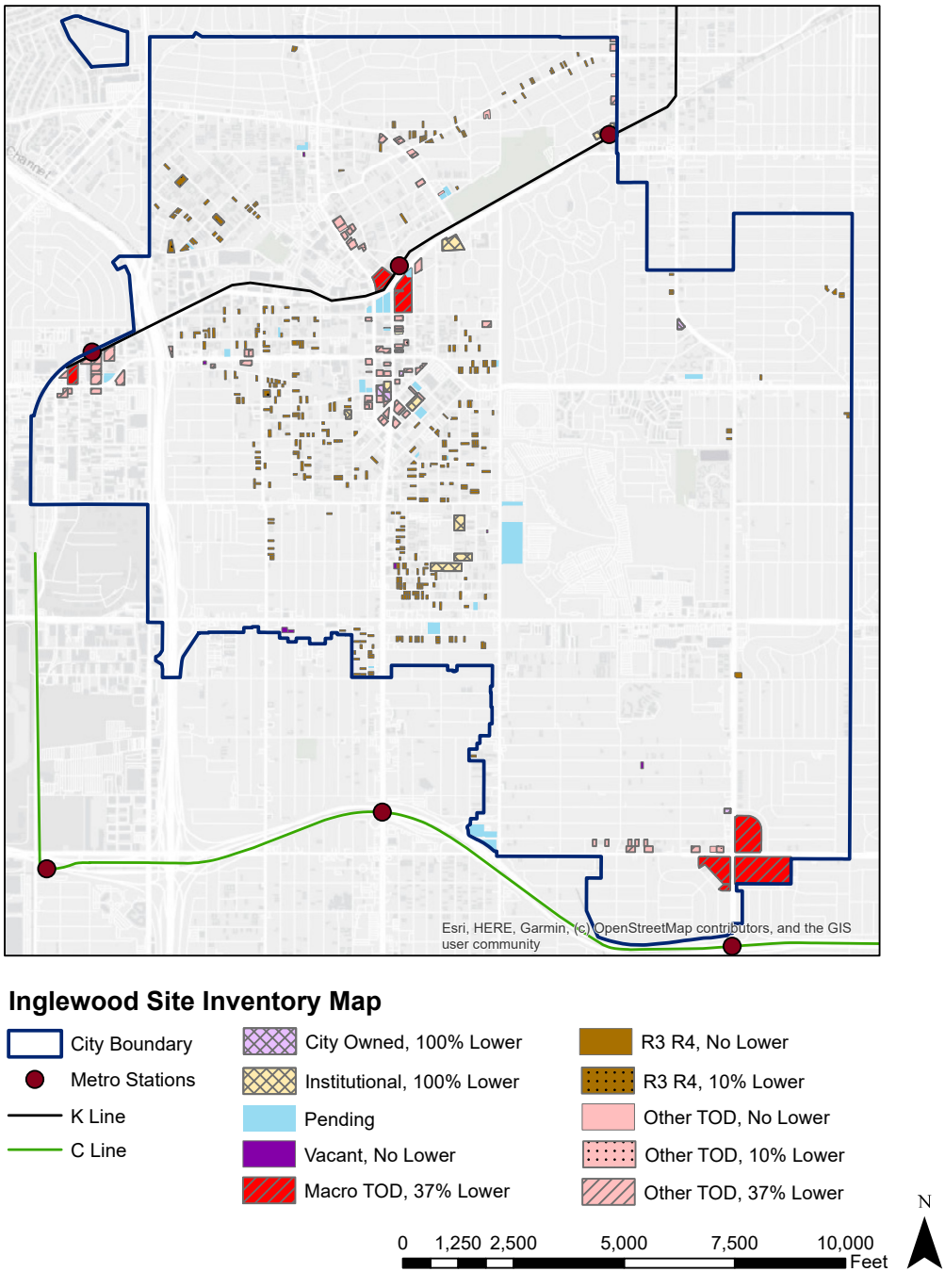
Prohibited
Change of material at corner

S-5.3 Materials shall continue around corners for a minimum of 4 ft

PUBLIC HEARING DRAFT - OCTOBER 2024 VII

Inglewood Objective Design Standards

Currently, The Arroyo Group is completing its work on two Housing Element Implementation tasks. Objective design standards related to fifteen different topics have been drafted to streamline housing approvals while ensuring pedestrian-friendliness, livability, and privacy. A carefully calibrated inclusionary zoning ordinance will increase affordable housing production, while decreasing processing time by clarifying density bonus procedures and creating a menu of no-questions-asked density bonus concessions.



Inglewood Site Inventory Map, displaying sites categorized by their zone and their lower income unit capacity.

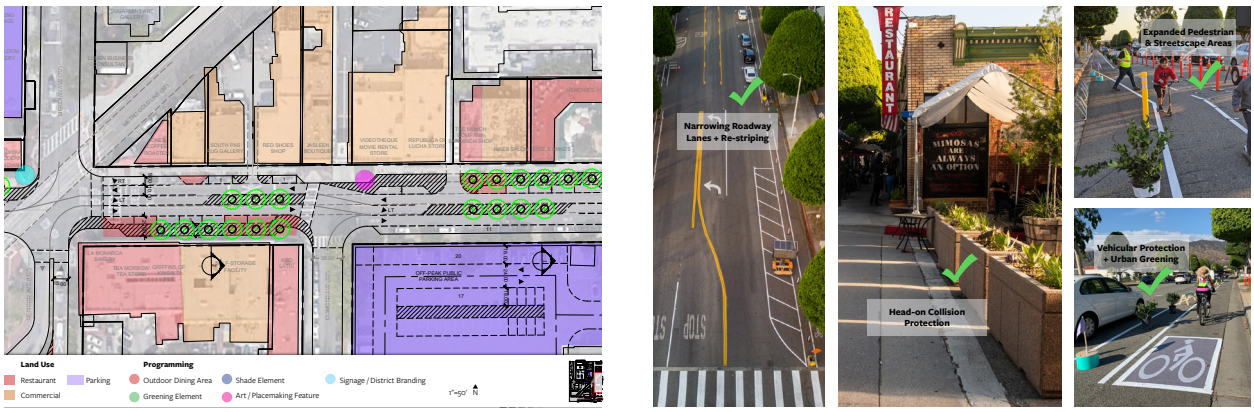
City of South Pasadena, CA

Slow Streets Design (2021-2024)

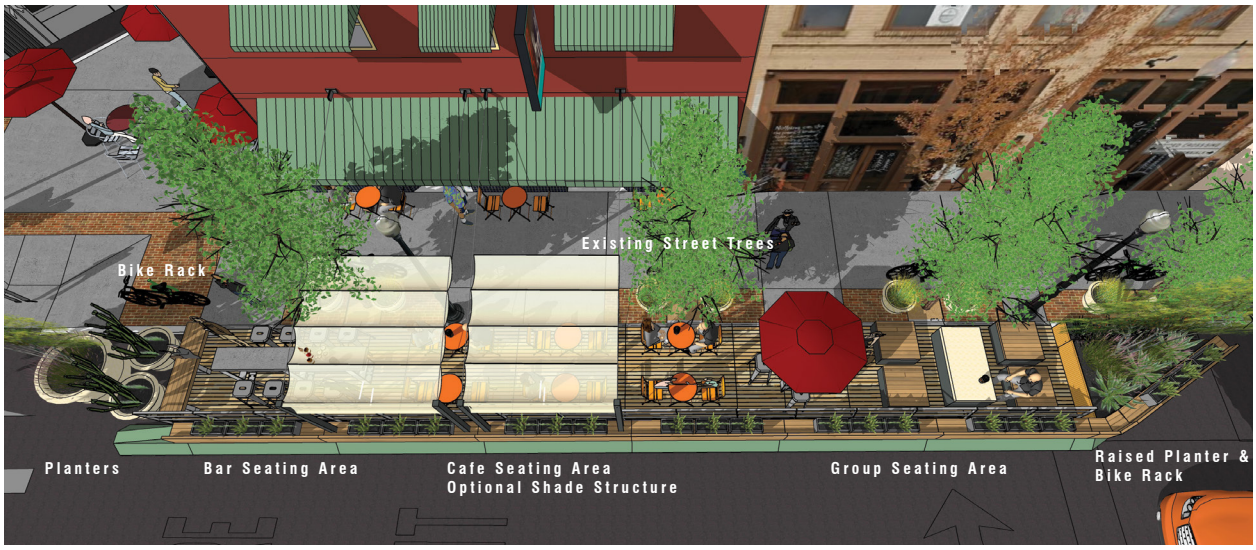
Reference:
Ted Gerbe,
Public Works Director,
626-403-7240
tgerbe@southpasadena.gov

The Arroyo Group has conducted multiple studies to determine how Mission Street could be reconfigured as a demonstration of a people centric corridor. The Arroyo Group worked with the Community Development and Public Works Department, as well as the Cultural Heritage Commission, to design and purchase materials within an extremely tight grant timeline. Phase I and Phase II were studies to identify where space could be added and utilized for the pedestrian realm.

Phase III studied the use of parklets by local businesses along Mission Street as pedestrian spaces, as well as sidewalk dining areas and developed a tool kit for the City to utilize cohesively as a way to create a sense of place and arrival for the City of South Pasadena. This tool kit includes design and safety measures that were studied rigorously by both The Arroyo Group and the City to determine the most reliable and sustainable design to benefit the local community.



Initial street studies



The Arroyo Group's Parklet Plan for Mission St.

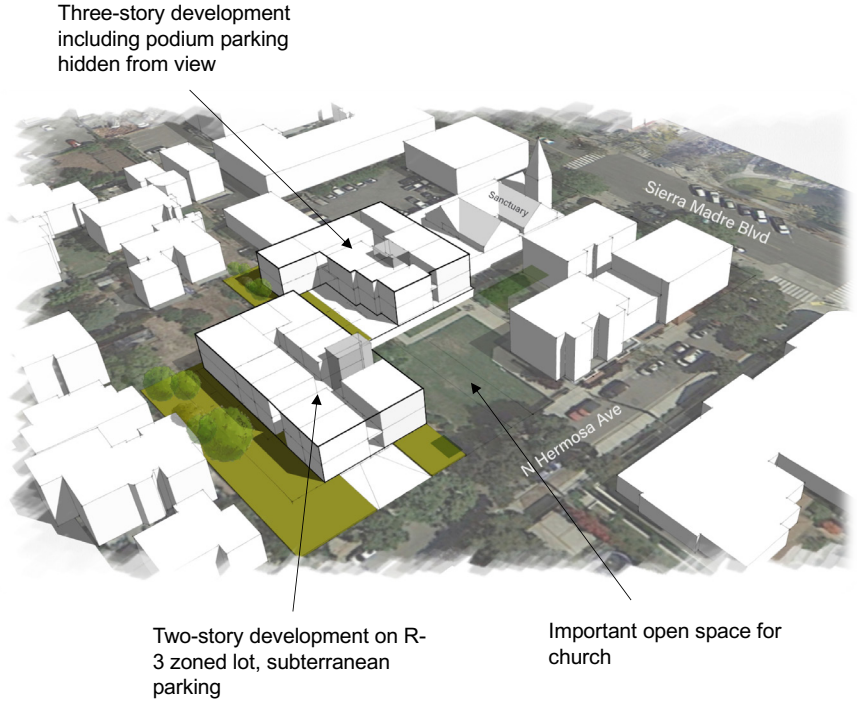
City of Sierra Madre, CA

Congregational Overlay Zone and Multifamily Zoning Code Amendments (2021)

Reference:
Vincent Gonzalez,
Planning and Community Preservation Director,
626-355-7138 x401,
vgonzalez@cityofsierramadre.com

As part of satisfying its 6th Cycle Housing Element Regional Housing Needs Assessment and in response to our proposed Overlay Zone in neighboring Pasadena, the City of Sierra Madre requested the development of a Congregational Overlay Zone. The Arroyo Group was tasked with providing the City with a zoning code amendment that is effective at encouraging housing developments that have a harmonious relationship with religious congregations and neighborhoods. First, the Arroyo Group conducted a full review of the City of Sierra Madre's zoning code along with visits to congregational sites for meetings with leaders and City staff. Next the Arroyo Group developed four affordable development concepts on four individual congregational sites in the City. Each of these four development concepts required a detailed understanding of site conditions, intentions of the property owner, and current zoning constraints. After receiving direction from the City, development standards were extracted from the development concepts, including height limits, parking requirements, setbacks, transitional height requirements, and more. Visualizations were developed to illustrate the potential development concepts on various congregational sites in the City. The final deliverable was a draft zoning code amendment that encourages affordable housing developments on congregational land.

The City also tasked The Arroyo Group with creating code amendments for new R-3-30 and R-3-20 zones which would allow housing at higher densities than ever allowed before in the City, while preserving the village-like qualities essential to the town's identity.



Program

Lot Size: 0.47 acres

Current Use: Church Parking, Vacant, Single-Family Home

Number of Units: 36

Parking (Res): 35

Parking (Church): Elsewhere

The Arroyo Group's development concept for housing on a congregational site in Sierra Madre.



THE ARROYO GROUP

Philip Burns, AICP
Principal & Project Manager

EDUCATION

BA, Urban Studies
Brown University
MA, Planning
University of Southern California

AREAS OF EXPERTISE

- Bilingual community engagement and public participation
- Housing Policy
- Zoning
- Active transportation

Philip Burns is a principal and project manager at The Arroyo Group. His specialties include community engagement and public participation with diverse populations in English and Spanish, land use planning/zoning, and affordable housing policy. A former urban planning Peace Corps Volunteer and United Nations officer in Guatemala, he enjoys cross-cultural work and making abstract and counter-intuitive planning concepts understandable to the average citizen.

Possessing a variety of technical skills, Philip often manages multidisciplinary teams and serves as primary agency point of contact for complex planning projects. He is detail-oriented, yet adept at understanding and conveying the larger picture toward which the firm's projects build.

Philip was born, raised and is currently living in Pasadena, where he enjoys a rich network of local relationships. Philip is Chair of the Congregational Land Committee of Making Housing and Community Happen (MHCH), where leads a team of advisors that is assisting over 20 religious congregations to conceptualize affordable housing projects on congregational land throughout Southern California. He is a member of the Pasadena Mayor's Housing Task Force. In his spare time, Philip leads children's and youth groups at a local church. His friends know him as an avid transit advocate and rider who nevertheless loves a good road trip.

Selected experience includes:

Specific and Master Plans:

- ***Inglewood Transit-Oriented Development Plans***
- ***Vernon Westside Specific Plan, City of Vernon***
- ***Compton Station Specific Plan, City of Compton***

Housing Elements:

- ***City of Bell, Inglewood, Cudahy and Vernon***

Zoning Amendments:

- ***Congregational Land Overlay Zone and Multifamily Zone Code Amendments, City of Sierra Madre***
- ***Commercial Mixed-Use, Congregational and Affordable Housing Overlay Zones, City of Yorba Linda***

Affordable Housing Feasibilty and Visioning:

- ***Immanuel Presbyterian Church, Los Angeles***
- ***Westminster Presbyterian Church, Los Angeles***
- ***New Life Holiness Church, Pasadena***
- ***East Whittier United Methodist Church, Whittier***

Entitlements:

- ***Maryvale, Rosemead***
- ***Neighborhood Congregational Church, Laguna Beach***



THE ARROYO GROUP

Ian Dickenson
Consulting Principal

EDUCATION

BS, Architecture
Arizona State University

AREAS OF EXPERTISE

- Architectural Design
- Urban Design

Living in Los Angeles since 2010, Ian has been an active member of the academic, arts, and design communities, having contributed to numerous exhibitions and events. He has worked with The Arroyo Group on planning and urban design projects in Vernon, Norwalk and Inglewood, as well as conceptual design for religious congregation affordable housing projects around the region. With a long track record designing commercial and residential (market rate and affordable) projects in the Southern California region, Ian contributes his technical expertise, as well as his sensibilities based on the essence, culture and needs of a place, to urban design strategies, zoning and design standards, and similar efforts in the firm's work.

In his previous role as Principal at Lorcan O'Herlihy Architects [LOHA], Ian was responsible for heading a diverse variety of critical firm operations, including leading design teams, project/firm creative direction and strategy, and carrying out research agendas. Over his tenure at LOHA, Ian demonstrated his ability to lead the practice and project teams – delivering numerous complex, award-winning projects on time and budget.

He has taught design studio at the University of Southern California, Washington University in St. Louis, and Arizona State University, and has served as invited design critic for a number of additional academic institutions. He is currently a Visiting Artist at the Cranbrook Academy of Art, has lectured internationally, and has contributed to publications, panels, and research journals, such as the Getty Research Institute, the Arid Lands Institute, and the Milken Institute.

Extensive travel from an early age paired with a family heritage of making led Ian to the study and practice of architecture. These formative influences instilled an inherent curiosity, perception of place, and shaped his perspective on design, which is rooted in engaging its deeper contexts, focused on how broader societal and cultural influences can be translated to inform the built environment.

Ian graduated with honors from the Design School at Arizona State University, where his work was exhibited and awarded for Design Excellence. He was the recipient of the AIA Pecha Kucha Award and received the Thesis Prize, the school's highest recognition for exceptional academic contribution.

Selected experience:

- ***Vernon Mixed-Use Specific Plan*** Ian led the architecture component of the Westside Specific Plan in Vernon, California. This process included the identification of existing assets viable for redevelopment and an incremental development strategy for vacant and underutilized projects.
- ***Inglewood Objective Design Standards.*** Ian has served as main design advisor and senior contributor to the effort to streamline project review in the City of Inglewood by establishing objective design standards for multifamily and mixed-use projects.
- ***Immanuel Presbyterian Church, Los Angeles.*** Ian provided design approach to a new development with an existing historic building to adaptively reuse the building with a variety of uses including transitional housing.



THE ARROYO GROUP

Anton Anderson
Senior Associate,
Community Engagement

EDUCATION

BA, Computer Science and Visual Arts, Dartmouth College

AREAS OF EXPERTISE

- Strategic planning
- Technology/social media
- Community outreach

Anton has over thirty years of technology and design experience. He has worked in a variety of arrangements with The Arroyo Group for over fifteen years. Anton has developed and led the social media strategy for The Arroyo Group in Inglewood, Norwalk, and Compton, while also facilitating discussions at public workshops. As a native, he has been able to bring his own personal experiences in regional and demographic change to discussions of tough issues such as land use, revitalization and gentrification. Anton has worked with many companies, organizations and public agencies to develop a technology strategy, including a social media strategy, design or develop custom software, and executive level IT support. He has been a featured speaker at industry trade shows and private seminars since 1990, presenting solutions geared toward small-to-medium businesses and early-stage startups.

Selected experience:

- ***Compton Station Specific Plan.*** As part of The Arroyo Group team, in conjunction with city staff, this project explores actionable opportunities to add higher density and low income housing, cultural and entertainment destinations, and open space using first-last mile concepts to increase accessibility to Compton Station and activating the station area. Anton facilitated outreach conducted via community events, paper and online surveys, and Instagram. He was also one of the presenters for in-person and virtual workshops and stakeholder outreach.
- ***The New Downtown Inglewood.*** Anton worked as part of The Arroyo Group Team to prepare Form Based Concept Plans and TOD Overlay Zoning for the City of Inglewood. Anton helped lead stakeholder workshops, public forums, and managed the social media outreach for the project
- ***The Heart of Norwalk.*** Anton coordinated outreach and introducing concepts of proposed mixed-use housing and complete streets in the center of the city. In particular, Anton led the Instagram campaign which resulted in robust engagement of the community's young people.



THE ARROYO GROUP

Margaret Muñoz
Associate

EDUCATION

MA, Urban Planning
University of Southern California
BA, Urban Studies
Haverford College

AREAS OF EXPERTISE

- Community engagement and public participation
- Affordable housing policy
- Zoning

Margaret's work with The Arroyo Group involves writing code amendments, writing housing elements, writing vision plans, visioning affordable housing on congregational and institutional land, planning and hosting community engagement activities, and working on affordable housing initiatives such as congregational land overlay zones.

A native of the Pasadena area Margaret studied Urban Studies at Haverford College, including a semester studying in Berlin. At the University of Southern California, she concentrated in housing and real estate development, through which she developed a strong background in policy that incentivizes affordable housing development. Additionally, Margaret has experience organizing in communities across Los Angeles County to help address Southern California's housing crisis.

She earned a Bachelor's Degree in Urban Studies from Haverford College, as well as a Masters in Urban Planning from the University of Southern California.

Selected experience:

- ***Inglewood Housing Element:*** Margaret wrote served as lead writer and analyst for the City of Inglewood's Housing Element. This process included the identification of sites to accommodate more than 7,000 housing units, analysis of the City's policies and practices to affirmatively further fair housing, and extensive community engagement.
- ***The Heart of Norwalk Specific Plan:*** Margaret serves in a supportive role for the Heart of Norwalk Specific Plan. This process included the creation of map exhibits, analysis of residential and commercial capacity, examination of existing conditions, the crafting of new zoning districts, and extensive community outreach.
- ***Congregational Land Campaign for Affordable Housing:*** Margaret conducts the zoning research in the preparation for feasibility studies to ensure zoning compliance for all congregational land projects.



THE ARROYO GROUP

William Bowser
Associate

EDUCATION

BA, Architectural Design
Academy of Art University

AREAS OF EXPERTISE

- Modeling
- Site planning
- Architecture

William's role at the Arroyo Group involves site planning and design, graphic representation through drafting and 3D modelling as well as supporting community meetings and presentations. He has worked on a variety of project scales from parklets to district scale planning.

William possesses a bachelor's degree in architectural design from Academy of Art University in San Francisco. While studying he was also involved through the conceptual and development phases working towards securing planning approvals on several San Francisco housing projects and other land use projects in Northern California.

Selected experience:

- ***Vernon Mixed-Use Specific Plan:*** William provided drafting and 3D modelling support during the Vernon Mixed-Use Specific Plan process.
- ***Orange Plaza Paseo Streetscape Study:*** William provided drafting and 3D modelling support for the envisioning of a seasonal pedestrian-only zone along Glassell Avenue in the historic Old Town Orange district. William also supporting community engagement efforts during this project.
- ***Congregational Land Campaign for Affordable Housing:*** William has conducted site planning studies for potential affordable housing developments on several different sites owned by congregations.
- ***South Pasadena Slow Streets.*** William provided design and 3D modelling support in several stages of this project to explore the complete streets redesign of historic Mission Street and upgrade pandemic-era parklets.



PUBLIC WORKS PARTNERS

Melissa Lee, CNU-A,
Principal

EDUCATION

MA, Public Administration,
New York University,

BA, International Relations
& Affairs,
University of Redlands

Alumna of Coro Leadership
New York and Coro
Southern California
Women in Leadership

AREAS OF EXPERTISE

- MPlace-based Planning
- Stakeholder Engagement & Public Outreach Economic Development

Melissa Lee, based in Pasadena and is a fifth generation native to the City, leads Public Works Partners' Community Health practice where she designs community-centered solutions to address complex urban challenges. Public Works is grounded in the discovery of the civic landscape, from the people to the institutions that shape communities. She is CNU-accredited. Melissa has served in California, New York and New Orleans in various roles throughout the government, nonprofit, and private sectors. She has been an adjunct lecturer for the Sustainable Real Estate & Development Program at Tulane University's School of Architecture and a delegate for the APA Assembly for Climate Change. Melissa holds an MPA from NYU Wagner and a B.A. in International Relations from the University of Redlands. She is a board member of Civitas Pasadena, the Pasadena-Altadena Chapter of The Links, Incorporated, BlackSpace Urbanist Collective, STEAM:CODERS, Sankofa CDC, League of American Bicyclists and is an alumna of Coro Leadership New York and Coro Southern California Women in Leadership.

Melissa works at the intersection of co-design or what is known as a combination of urban planning, urban design, and community engagement practices. Throughout her professional journey, her work is committed to making planning more responsive to the quality of life demands of all populations and to diversifying the involvement of those participating in the processes. For Melissa, equitable planning and engagement are more than just buzzwords. She has developed engagement processes that utilize systems to align individuals and communities around mission and values while initiating processes such as cooperative effort and creative exchange that breakthrough inertia and practices that no longer serve.



BAE URBAN ECONOMICS

Aaron Barker
Vice President, Project manager

EDUCATION
BA, International Studies, University of Washington

MPL, Planning, University of Southern California

Aaron provides housing and real estate advisory expertise—including pro forma analysis and market studies—for a diverse range of communities across the US.

Aaron is currently working with SCAG and Metrolink on the Station Area Housing Development Implementation Plan, analyzing the feasibility of developing market rate and mixed-income housing across nine Metrolink station areas to boost regional connectivity and housing production throughout Southern California.

Aaron recently worked with the City of Culver City to help design and implement a permanent rent control ordinance. As part of this effort, he surveyed similar programs in other jurisdictions, and interviewed local property owners to inform financial modeling. He also recently tested the feasibility of new residential prototypes along Metro's Purple Line Extension for the City of Los Angeles, as well as along the future Rail to River Corridor for the Slauson Transit Neighborhood Plan (TNP).

Selected experience:

- ***Sixth Cycle Housing Element:*** Adequate sites analysis and governmental constraints analysis for the City of Santa Barbara.
- ***Permanent Rent Control Ordinance:***. Rental market analysis, capital improvement, and pass-throughs for City of Culver City.
- ***Inclusionary Zoning Study.*** Project management and housing policy analysis for the City of Los Angeles.

City Council Agenda Report

ITEM NO. 25

DATE: December 18, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Alison Becker, AICP, Acting Community Development Director
H. Ted Gerber, Public Works Director
Elizabeth Bar-El, Interim Community Development Deputy Director

SUBJECT: **CONSIDERATION OF A RESOLUTION OF INTENTION TO AMEND THE ZONING ORDINANCE TO DISSOLVE THE DESIGN REVIEW BOARD AND REDIRECT AUTHORITY FOR DESIGN REVIEW AS APPROPRIATE; AND FURTHER DISCUSSION TO PROVIDE DIRECTION ON RECONFIGURING THE MOBILITY AND TRANSPORTATION INFRASTRUCTURE, PUBLIC WORKS, AND NATURAL RESOURCES AND ENVIRONMENTAL COMMISSIONS**

Recommendation

It is recommended that the City Council:

1. Consider the analysis provided pursuant to Council's June 18, 2024, request to staff to explore amending the South Pasadena Zoning Code to dissolve the Design Review Board and redirect authority for the design review process as appropriate; and,
2. Adopt the draft Resolution of Intention to amend the Zoning Code to dissolve the DRB and redistribute design review authority; and
3. Direct Public Works staff to prepare an amendment to the South Pasadena Municipal Code (SPMC) to consolidate the Mobility and Transportation Infrastructure Commission (MTIC) and Public Works Commission (PWC) into one commission, pursuant to Council's June 18, 2024, discussion and to maintain the Natural Resources and Environmental Commission (NREC), reducing its size to five members and reducing its meeting frequency to every other month.

Executive Summary

Over the last couple of years, City Council has considered changes to the structure of City Commissions and Boards in an effort to provide streamlined processes to the community, efficiencies to departments and staff, and improved service overall. Most recently on June 18, 2024, the City Council held a discussion about streamlining certain City boards that were established to address community interests that reflected circumstances that prevailed at that time, and that can prove to be facilitated in more efficient ways (Attachment 1): the Design Review Board in Community Development, and the Commissions in Public Works.

Design Review Board

In the course of the June 18 discussion, the Council indicated an interest in resetting design review procedures by possibly dissolving the Design Review Board (DRB) and delegating review of single-family homes and other small projects that are currently in the purview of the

DRB to either staff or Planning Commission. This would not affect historic resources that are subject to review by the Cultural Heritage Commission (CHC). The DRB's role is authorized in the Zoning Code, so any reorganization would require approval of a Zoning Text Amendment.

This report provides background information and discussion of the analysis that staff will undertake to develop a recommendation for the design review process should Council adopt the resolution of intention. The report also explains how recent State housing laws have changed the balance of review requirements to place relatively more burden on single-family properties than on larger projects with much higher visibility. After considering this analysis, if Council desires to bring this matter through the public hearing process to adopt a Code amendment, Council is asked to adopt the draft Resolution of Intention, pursuant to South Pasadena Municipal Code (SPMC) 36.620.030.1.a, directing staff to initiate a Zoning Text Amendment.

Public Works Commissions

In addition, as part of the same June 18 discussion item, Council directed Public Works staff to return with a consolidation recommendation for the Mobility and Transportation Infrastructure Commission (MTIC) and the Public Works Commission (PWC). This report requests Council's direction to move forward with the process of consolidating these two commissions into one and to reduce the size and meeting frequency of the third (NREC). Although a resolution of intention is not required, these potential Commission reconfigurations will also require SPMC amendments once further direction is provided by the City Council.

Background

The City Council has undertaken a review of boards, committees and commissions across all departments to evaluate whether their roles continue to achieve the City's objectives. At its June 18, 2024, discussion, Council members requested the Community Development Department staff to analyze and reconsider the design review process to propose alternative procedures for ensuring Code compliance and quality design while reducing the time and costs currently associated with design review. Similarly, Council requested the Public Works Department to review its administration of commissions and evaluate the MTIC and PWC for potential consolidation.

Design Review Process in the SPMC

City leaders have often heard of the lengthy and expensive process that exists for homeowners seeking make additions their homes. The South Pasadena Municipal Code, Article 36 (Zoning) requires most projects in the city, from single family homes to larger commercial projects, to receive design approval as part of a discretionary permit process. The process applies to new structures, additions, and any exterior change to existing structures, with more discretionary review mandated if the proposed project will be visible from the street.

The types of projects subject to DRB review and the level of authorization to approve are set forth in SPMC Sections 36.410.040 and 36.600.050. SPMC Section 36.410.040(B) (Applicability) contains a general provision that lists the types of projects subject to design review. Specifically, any single-family and multi-family residential project that requires a building permit for any exterior construction or modification requires design review. As it relates to commercial and industrial development, design review is required for any project involving the construction of, or exterior change to, any structure, landscaping, or permanent

signs on a parcel or lot zoned commercial and/or industrial. These projects collectively will be referred to as Applicable Development Projects

The SPMC then takes the Applicable Development Projects and assigns their design review to specific commissions, the DRB Chair or the Planning Director.

For example, Section 36.410.040(D)(1) states that the Planning Commission reviews Applicable Development Projects that require a Hillside Development Permit, a Conditional Use Permit, a Variance or a Planned Development Permit. Also, under the Planning Commission's purview are those Applicable Development Projects which are multifamily developments containing seven or more units and those containing six or fewer units not exempt from CEQA. There is a catch-all for any other application for an Applicable Development Project for which the Planning Commission is the review authority. The Cultural Heritage Commission (Section 36.410.040(D)(2)) reviews Applicable Development Projects that require a Certificate of Appropriateness as well those within a designated historic district.

Finally, SPMC Section 36.410.040(D)(3) states:

"*The DRB will be responsible for the Design Review of all of the developments identified in subsection (B) (Applicability) of this section which are not subject to Design Review by the Planning Commission, CHC, DRB Chair, or Planning Director*."

The DRB may also establish a subcommittee process of two members, in some cases, but this option has not generally been utilized. The SPMC contains a table in Division 36.400, Table 4-1, that lists other projects for which DRB reviews and makes decisions.

DRB Chair review authority is defined in SPMC 36.410.040(D)(4) and provides that the DRB Chair is responsible for Minor Design Review for projects that do not change the architectural design style of existing structures. These fall within two broad categories:

- Exterior modifications to all elevations of existing structures that would not change the architectural design style of the structures (*list of examples provided*).
- Additions of no more than 500 square feet in area, or more than 25 percent of the existing structure, whichever is less, for an outdoor structure or a habitable space that is not visible to street. Such additions are allowed above the first floor as long as they are not visible to the street, and do not exceed the height of the existing structure.

Generally, the remainder of applications not otherwise identified for another review body or delegated to the DRB Chair consists of small commercial and residential structures and modifications to such structures. A review of DRB agendas and minutes for the last three years (2022-2024) found that of 36 public hearing cases, one was for a duplex, three were commercial buildings, of which one was new and two were remodels, including sign permits, and the rest (89%) were single-family homes, both new and remodels/additions. Due to recent changes in State law, some of the projects delegated to the Planning Commission, and in some cases those previously assigned to the DRB, are now processed through a ministerial (staff) review. Ministerial processes are defined as non-discretionary and as such are also exempt from CEQA. This includes a growing number of multi-family residential projects with

affordable housing units in compliance with the City's inclusionary requirements. Mixed- use projects that include residential units along with commercial are also required by State law to be reviewed ministerially. The combined effect of these State mandates and of City policy that has been adopted consistent with State law, is a change in the development review environment, with larger, multi- family projects streamlined and reviewed without public hearing, including design review, while single-family projects, both new and additions/remodels on properties that are not considered historic resources (and are reviewed instead by the CHC) form the primary focus for the DRB.

Public Works Commissions in the SPMC

The SPMC establishes three commissions that are administered by the Public Works Department: (1) The MTIC serves in an advisory capacity to the Council on mobility and transportation policy matters, including but not limited to, Capital Improvement Program (CIP) projects, neighborhood traffic management plan(s), active transportation plan(s), as well as transportation related technology, funding, transit, multimodal, and other matters. The five-member Commission meets once per month on the 3rd Tuesday.

(2) The PWC serves in an advisory capacity, complimentary to the MTIC, related to non-transportation infrastructure including water, sewer, stormwater, buildings, and City facilities – also corresponding to CIP projects. The five-member Commission meets once every other month on the 2nd Wednesday. (3) The NREC advises the Council on the use, reuse, recycling and preservation of natural resources and the environment, including related sustainability, energy, science, and technology programs, and more specifically urban forestry management policies and management of trees on public or private property. NREC is also responsible for the issuance of tree removal permits and tree trimming permits pursuant to the SPMC Chapter 34. The seven-member Commission meets monthly on the 4th Tuesday.

Analysis

Analysis for the Zoning Text Amendment for Design Review Board/ Community Development

Design review based on Code requirements will continue to be part of the Planning process even if the DRB is dissolved. In order to propose a replacement process and ensure a smooth transition, staff will examine how the DRB and DRB chair review have functioned over the last three years in terms of staff time, decision-making, costs to the City and applicants and value added. Sharing this data and analysis with the community and decision-makers through an outreach process will enable a constructive conversation about the best and most efficient way to review and approve projects that are currently subject to a DRB or DRB Chair review.

It is anticipated that the changes to be made to the design review process will result in improved customer service and time/cost savings for applicants providing a more streamlined service experience, as well as efficiencies in reduced staff time for the preparation and hosting of combined commission/board meetings. The staff time savings would enable the Department to focus on other aspects of the City's work plan by allowing more time to be devoted to complex Planning cases and preparation of long- range planning projects, including pending Housing Element program items. The analysis will also consider specific concerns that might be addressed through objective design standards to support staff project review.

Should the Council adopt the ROI (Attachment 1), staff recommends allowing the current DRB

to continue to serve until the text amendment goes into effect and the new processes are in place. There are two board members with terms ending this month, and they may continue to serve as long as there is no replacement board member appointed.

Analysis of Public Works Commissions

Both the MTIC and the PWC offer advisory perspectives on infrastructure related matters, with a distinction on transportation versus non-transportation focuses respectively. Street and sidewalk projects are one area where the two Commissions overlap in scope. Combining the Commissions would bring two distinct areas of Public Works together into one forum, which will be beneficial in terms of a coordinated work plan. Staff recommends that the newly formed Public Works and Infrastructure Commission meets monthly, reducing the overall staff commitment by six meetings annually compared to the current meeting load. Both Commissions are made up of five members, however, three Commissioners have reached their maximum allowable service time on MTIC, as have two of the PWC Commissioners. Therefore, with the vacancy of these five seats, the combination of MTIC and PWC would preserve existing membership from both Commissions, while maintaining a five-person body. The NREC, on the other hand, has a unique capacity as a tree permitting body and supports oversight of Citywide environmental and sustainability issues, though staff will be revisiting the tree ordinance and review process in the near future. Staff recommends maintaining this commission in its current capacity and duties, but suggests that the current frequency of Commission meetings might be reduced to every other month without resulting in any inconvenience to the public or functioning of the Public Works Department. If desired by the Council, there is an opportunity to reduce the Commission's size from seven to five members, consistent with most other City commissions. Currently, one Commissioner is reaching maximum allowable service time and another member will be completing the end of their first term, though they have indicated the desire to seek another term.

As a matter of efficient use of staff time and resources, should the Council direct the reconfiguration recommended by staff, the Department would likely rearrange the Commission meeting days and times. The SPMC does not specify meeting days, only noting the frequency of commission meetings. At present, the MTIC meets on the 3rd Tuesday of the month, which is usually the day prior to the Council's second monthly meeting. This is sometimes problematic for moving actions forward while meeting requirements of the Brown Act. Therefore, staff may expect to schedule the meetings of the new combined commission on the 4th Tuesday of the month, the current time of the NREC. With the proposed reduced meeting frequency of the NREC, its meetings could move to the 2nd Wednesday of every-other month, the time that the PWC currently holds.

Next Steps

Design Review Board

If the Council directs Community Development staff to move forward toward dissolving the DRB, staff will analyze the current processes to provide information about the efforts and cost of the DRB, both in terms of staff and applicants. A public outreach process will be conducted in order to ensure that replacement processes for future design review reflect the input of interested community members. Once a recommendation has been developed, the Planning Commission will hold a public hearing to make a recommendation on a zone text amendment (i.e., an ordinance) to Council. The Council will then hold a public hearing on the proposed

zone text amendment ordinance. If it is approved to move forward at the public hearing, the ordinance will be agendized at a second Council meeting for second reading and its adoption. If adopted, the ordinance will go into effect 30 days after the second reading.

Public Works Commissions

Changes to the MTIC, PWC, and/or NREC would also require the Council to hold a public hearing process to adopt an ordinance to amend the Municipal Code, as described above but without previous Commission recommendation. With the Council's direction, Public Works staff would begin drafting this SPMC update in early 2025.

Alternatives (if applicable)

As an alternative to the recommendation included in this report, the City Council may consider other options, including:

1. Choose not to adopt the ROI and continue the City's design review process that relies on the DRB and its Chair for most smaller design approvals.
2. Adopt the ROI and provide staff with additional direction in regard to development of a draft zoning text amendment.
3. Provide staff with other direction regarding reconfiguration of the MTIC, PWC, and/or NREC or direct staff to maintain the current configuration with no changes at this time.

Fiscal Impact

There is no fiscal impact associated with adoption of this Resolution of Intention. If the City Council subsequently amends the Zoning Code to eliminate the Design Review Board, there will be cost savings for the City, reflecting reduced staff time and other expenses associated with preparation, noticing and hearings. The savings would further extend to applicants through reduced application fees, which are based on cost recovery of these City expenses. Similarly, reconfigurations of the MTIC, PWC, and/or NREC could realize cost savings for the City in the form of staff time and other program expenses necessary to facilitate Commission meetings. All follow-through steps to City Council direction on this item will be executed by existing staff and City Attorney, and return to the City Council for final approval.

Commission Review and Recommendation

Design Review Board

At the November 7, 2024, Design Review Board meeting, staff provided an update on the plan to bring this item to Council on December 18, 2024. Should the Council adopt a Resolution of Intention to amend the Zoning Code, the Planning Commission will provide input and make a recommendation prior to Council hearings on the matter.

Public Works Commissions

Possible reconfiguration of the Public Works Commissions has been discussed at meetings of the MTIC, PWC, and NREC a number of times over the last couple of years.

Public Notification

Public notification is not required for adopting a Resolution of Intention. The public has been made aware of the discussion of this item by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website.

Attachment:
Attachment 1- Proposed Resolution
Attachment 2- 6-14-24 City Council Report

RESOLUTION NUMBER 24-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DECLARING ITS INTENTION TO AMEND SOUTH PASADENA MUNCIPAL CODE (SPMC) CHAPTER 36 (ZONING), ARTICLES 1-7, PURSUANT TO THE PROCEDURES SET FORTH IN SPMC 36.620 (AMENDMENTS) TO REVISE THE DESIGN REVIEW PROCESS BY DISSOLVING THE DESIGN REVIEW BOARD (DRB) AND REASSIGNING AUTHORITY AND PROCESSES TO ENSURE APPROPRIATE DESIGN REVIEW OF PROJECTS CURRENTLY REVIEWED BY THE DRB AND DRB CHAIR

WHEREAS, the State of California and the City of South Pasadena acknowledge that there is a shortage of housing in the state and region that necessitates adoption of policies and zoning ordinance requirements that facilitate more streamlined development of housing; and

WHEREAS, the City of South Pasadena, in an effort to reduce barriers to housing production seeks to streamline and simplify the permit process for small and mid-size housing applications currently subject to DRB review authority, including non-historic single-family homes; and

WHEREAS, on June 18, 2024, the City Council directed staff to analyze options that would streamline the design review process; and

WHEREAS, the Council now wishes to take the step of dissolving the Design Review Board (DRB), reallocating its responsibilities to other bodies of the Planning Agency in order to benefit the community and applicants for smaller projects involving new structures and remodels; and

WHEREAS, the South Pasadena Municipal Code Section 36.620 (Amendments) requires that an amendment to the Zoning Code be initiated either by application or by resolution of either the City Council or the Planning Commission;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Pursuant to South Pasadena Municipal Code Section 36.620.030.A.1.a, the City Council does hereby announce its intention to amend the text of the Zoning Ordinance as set forth in Exhibit A, attached to this Resolution, to dissolve the Design Review Board and reallocate design review authority as appropriate, and other provision of the Zoning Ordinance related thereto to ensure consistency related to such action.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution, and thenceforth and thereafter the same shall be in full force and effect.

PASSED, APPROVED, AND ADOPTED ON this 18th day of December 2024.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____

Mark Perez, Deputy City Clerk

APPROVED AS TO FORM:

_____
Roxanne Diaz, City Attorney

DRAFT

EXHIBIT A
POTENTIAL AMENDMENTS TO THE TEXT OF THE ZONING ORDINANCE

TOPIC	DESCRIPTION	SPMC SECTIONS TO BE REVIEWED AND/OR AMENDED, INCLUDING BUT MAY NOT BE LIMITED TO:
Establishing responsibility	References the DRB as one of the bodies responsible for administering the Zoning Code	**36.100.040 (**Responsibility for Administration.)
Land use approval requirements	Requirements that reference the DRB in the context of the approval process for various activities.	**Division 36.210 (**Development and Land Use Approval Requirements)
DRB landscaping review	Requires Landscaping review by DRB	**36.300.070** (Screening)
Signs	Specifies where DRB has authority for sign permit approvals.	**36.320.030** (Sign Permit Requirements)
Table 4.1	Table providing an overview of review authority in the Code.	**36.400.020** Authority for Land Use and Zoning Decisions.
Design Review	Sections and sub-sections related to the authorization and processes of Design Review	**36.410.040** (Design Review)
Planning Agency components	References the DRB as performing functions of the City's Planning Agency	**36.600.020** Planning Agency Defined.
Establishment of DRB	Describes the DRB and its purpose and duties.	**36.600.050** (Design Review Board (DRB))
Definitions pertaining to DRB	Definitions no longer needed in Code	**Article 7** (Definitions)
	To be identified	Other miscellaneous cross-references to the DRB throughout Chapter 36.

DRAFT

City Council Agenda Report

ITEM NO. 14

DATE: June 18, 2024

FROM: Arminé Chaparyan, City Manager

PREPARED BY: Luis Frausto, Acting Deputy City Manager
Mary Haddad, Management Analyst

SUBJECT: **REVIEW, DISCUSS, AND PROVIDE DIRECTION ON THE UPDATED COMMISSION ANALYSIS AND RECOMMENDATIONS**

Recommendation

It is recommended that the City Council review and discuss the following recommendations:

1. Discuss the updated Commission Analysis
2. Adjust Commission onboarding schedule to the Fiscal Year to align with Work Plan development process

Executive Summary

In 2022, the City Manager's Office conducted an in-depth review of all City Commissions, Ad Hoc Committees, and City Council subcommittees aimed at enhancing their operational effectiveness and efficiency. At that time, the structure included fourteen Commissions, nine Ad Hoc Committees, and two Steering Committees. Following a thorough evaluation of these findings, the City Council initiated a reduction in the number of Commissions from fourteen to eleven and resolved to dissolve those Ad Hoc Committees that had completed their intended objectives.

In a move to further refine these efforts, Councilmember Braun, supported by Mayor Zneimer, proposed revisiting this topic for additional refinement and efficiency improvements during the City Council meeting on February 7, 2024. Subsequently, on May 1, 2024, the City Council discussed this matter extensively and directed the staff to engage more deeply with Commissioners, review the Commission Work Plans for 2024-2025, gather further insights from staff liaisons, and consider practices from comparable agencies. This report encapsulates the findings from these directives and presents them for City Council's consideration.

Background

The City Council has established a variety of Commissions, Boards, Ad Hoc Committees, and other advisory bodies to leverage the expertise and passion of community members on key city issues. Each entity includes both a staff liaison and a City Council liaison, with most meetings occurring on a monthly basis. In February 2022, City staff presented an initial analysis of these advisory bodies to the City Council through a Study Session. By April 2022, City staff proposed eight recommendations, leading to the implementation of five significant changes:

- The dissolution of the Animal Commission.
- The merging of the Youth, Senior Citizen, and Parks and Recreation Commissions into a single seven-member Community Services Commission, integrating the scope of work from each original body.
- The establishment of an annual Animal Events Advisory Committee tasked with organizing events such as "Doggy Days" and "Be Kind to Animals Day."
- The dissolution of the Finance Ad Hoc Committee.
- The dissolution of the Economic Development Ad Hoc Committee.

Attachment 1 of this report documents the detailed findings, recommendations, and directions from the 2022 analysis.

Recent Developments
In preparation for the May 1, 2024, City Council meeting, and at the request of Councilmember Braun, supported by Mayor Zneimer on February 7, 2024, City staff conducted a comprehensive analysis of the current eleven Commissions. This analysis included an evaluation of staff liaison hours, Commissioner hours, and associated costs related to Commission work, detailed in Attachment 1 of this report.

During the May 1, 2024, City Council meeting, there was a robust discussion appreciating the contributions of our Commissions and exploring ways to maximize the expertise provided by Commissioners through further efficiencies. Recommendations from the 2022 analysis were revisited, including the potential consolidation of Community Development Commissions and Public Works Commissions.

Following this discussion, the City Council directed City staff to:
- Solicit further input from Commissioners.
- Explore possible merged scopes of work to see how consolidation may look for the following Commissions:
    - Planning, Public Art, and Design Review
    - Design Review Board and Cultural Heritage
    - Cultural Heritage and Public Art
    - Public Works, NREC, and MITC
    - Public Works and MTIC
    - Public Works and NREC
- Analyze FY 2024-25 Work Plans and review the process by which these Work Plans are developed.
- Explore alternatives to ease staff time, including the use of Ad Hoc Committees for major projects.
- Investigate ways to maximize City engagement and talent utilization.
- Continue to explore best practices in Commission processes.

Analysis Methodology
The table below outlines how staff compiled each element of the analysis and provides a summary of the data collected for each aspect:

Angle of Analysis	Methodology
Further input from Commissioners	Online survey open from May 3, 2024 – June 1, 2024, presentations by City staff at City Commission meetings in May, two virtual input sessions for Commissioners on May 13 and 16, 2024, and one-on-one phone calls with Commissioners.
Possible merged scopes of work for variations of Community Development and Public Works consolidations	Analysis exploring similarities and differences of scope of work descriptions of each Commission, and feedback from survey and staff on possible consolidations.
FY 2024-25 Work Plans and their development process	Chart of most recent Work Plans and feedback from survey and staff on the work plan process.
Maximization of City Engagement	Analysis of major City initiatives and how to connect them to Commission-related work.
Exploration of best practices	Surveying of surrounding or similar cities to understand best practices.

These methodologies and their respective findings are detailed further in the analysis section of this staff report.

Analysis

Analysis of Commissioner Input

City staff received feedback from 29 of the approximately 60 Commissioners, representing about a 50% participation rate in the survey. The survey aimed to gather insights into work plan development, feedback on this process, and potential for consolidation of commissions. Key takeaways from the survey include:

- Approximately 43% of respondents indicated that they have not yet participated in work plan development, while about 46% have been actively involved.
- The development of work plans varied significantly:
    - Three instances noted the use of City Council-approved plans and documents to align commission efforts.
    - Four instances highlighted the use of historical work plans and accomplishments.
    - Two responses indicated a collaborative effort between department directors and commissioners, whereas another two noted a lack of such collaboration.

The full dataset from the survey can be found in Attachment 2 of this report.

In addition to the survey, city staff facilitated two virtual input sessions on May 13 and 16, 2024, which were attended by Commissioners from various commissions including Community Services, Design Review Board, Finance, Mobility Transportation Infrastructure, and Public Works. Key feedback from these sessions included:

- Concerns about the effectiveness of commissions due to inadequate training, the structure of agendas, and the quality of presentation materials.
- A need for more consistency between items discussed in commission meetings and those that progress to City Council meetings.
- Suggestions for improving the commissioner onboarding process to provide clearer

scopes of work.
- A call for more discussions and actionable items instead of mere approvals.
- More collaboration between Commissioners.

During May 2024, city staff also attended commission meetings to gather in-person feedback. Notable points from these meetings included:

- A commissioner from the Community Services session noted a lack of familiarity with other commissions, which could hinder informed discussions about consolidation.
- Several commissioners suggested that combining the Planning, Design Review Board, and Cultural Heritage Commission could lead to overly lengthy meetings.
- There was support for potentially consolidating the Public Works and Mobility Transportation Infrastructure Commissions, though opinions on this were mixed.

This feedback is detailed by Commission meeting in Attachment 5.

Additional Outreach and Staff Input

Following the Cultural Heritage Commission's feedback on involving architects in discussions, city staff engaged with local architects to understand the impact of potential commission consolidations on project timelines and approval processes. The overall feedback was concerns with project timelines if the Commission was consolidated into another.

City staff liaisons presented potential consolidation opportunities and merged work plans, highlighting:

- Long-term benefits of consolidating the Design Review Board and Planning Commission.
- Administrative advantages of merging the Public Works Commission with the Mobility Transportation Infrastructure Commission.
- The necessity of maintaining oversight of cultural preservation and environmental priorities, such as tree hearings, as mandated by the City's Municipal Code.

Work Plan and Commission Scope Analysis

- Work plans for FY 2024-25 were reviewed, revealing a mixed approach to their development, ranging from highly collaborative to somewhat isolated processes. FY 24-25 Work Plans for this year are detailed in Attachment 4 in addition to each Commissions accomplishments in the previous fiscal year. Attachment 3 of this report details the current scopes of each commission and how these might be integrated post-consolidation.

Recommendations

Based on this comprehensive analysis and the feedback received, City staff recommends that the City Council:

- Discuss the updated Commission Analysis
- Adjust Commission onboarding schedule to the Fiscal Year to align with Work Plan development process

This analysis, along with the detailed data and further recommendations, aims to enhance the efficiency and impact of South Pasadena's commissions in alignment with citywide strategic goals.

Alternatives (if applicable)

Alternatives:

The City Council may consider the following alternatives:

1. Consider consolidation of the Design Review Board and Planning Commission.
2. Consider consolidation of the Public Works Commission into the Mobility Transportation and Infrastructure Commission.
3. Maintain the Current Structure: Continue with existing configuration of Commissions and advisory bodies without changes.
4. Direct staff to establish new advisory bodies necessary to meet evolving needs of the City and address emerging issues.
5. Direct staff to establish improved processes to involve Commissions in major City initiatives.

Fiscal Impact
The staff supporting these commissions is compensated at an average hourly rate of $74. Typically, staff dedicate about 13 hours to each meeting, resulting in an approximate cost of $962 per meeting. Annually, the City holds around 115 commission meetings, leading to a total staff cost of approximately $459,466 annually. This figure does not account for additional administrative overhead or the expenses associated with live-streaming meetings. The costs for live-streaming can vary significantly, ranging from $730 to $6,100 per meeting, depending on several factors such as the required equipment, the duration of the meeting, and the location.

*Staff would like the note that these costs derive from the analysis brought before City Council on May 1, 2024, and were based off reported hours by staff on Commission related work.

Commission Review and Recommendation
This item was brought forward to all Commission meetings during the month of May 2024 and outreach was conducted to Commissioners for feedback.

Attachment:
Attachment No. 1 - Agenda Packet 5-1-2024
Attachment No. 2 - Commission Survey Results
Attachment No. 3 - Commission Scopes
Attachment No. 4 - Commission Work Plan Comparison Chart
Attachment No. 5 - Commission Feedback - May 2024 Meetings
Attachment No. 6 - Commission Analysis Revisit

City Council Agenda Report

ITEM NO. 11

DATE: May 1, 2024

FROM: Arminé Chaparyan, City Manager AC

PREPARED BY: Luis Frausto, Acting Deputy City Manager
Mary Haddad, Management Analyst

SUBJECT: **Revisiting the Discussion and an Updated Analysis of all the City's Commissions as it Relates to Their Structure, Efficiency and Effectiveness for City Council Discussion and Further Direction**

Recommendation

It is recommended that the City Council review and discuss the staff report analysis and provide direction, if any.

Executive Summary

In 2022, the City Manager's Office conducted a comprehensive analysis of all City Commissions, Ad Hoc Committees, and City Council subcommittees to propose recommendations that would enhance their effectiveness and efficiency. At that time, the City maintained fourteen Commissions, nine Ad Hoc Committees, and two Steering Committees. Upon reviewing the findings, the City Council directed staff to reduce the number of commissions from fourteen to eleven and to dissolve those Ad Hoc Committees that had fulfilled their mandates. However, not all proposals for consolidation were approved. At the City Council meeting on February 7, 2024, Councilmember Braun, supported by a second from Mayor Zneimer, requested to revisit this issue for further discussion and possible action toward achieving greater consolidation efficiencies.

Background

The City Council has established a range of Commissions, Boards, Ad Hoc Committees, and other advisory bodies to leverage the expertise and passion of community members on key City issues. Each of these entities includes both a staff liaison and a City Council liaison, with most meetings occurring on a monthly basis. On February 23, 2022, City staff conducted a thorough review of these groups, examining workloads and efficiencies. The review drew on a variety of sources, including a community survey, input meetings, interviews with staff liaisons, and comparisons with similar advisory bodies in other cities. Based on this analysis, staff submitted eight recommendations for consolidating certain commissions and ad hoc bodies aimed at enhancing operational efficiency without

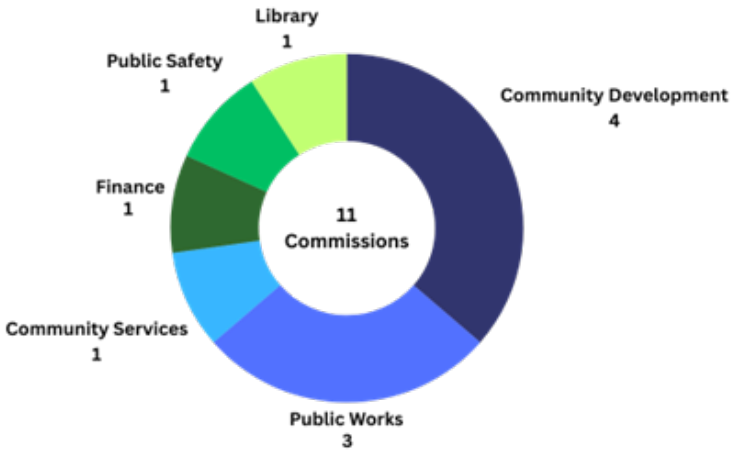
negatively impacting their effectiveness. The detailed findings and recommendations from this 2022 analysis are documented in Attachment 1 of this report.
In April 2022, the issue was revisited by the City Council to consider additional community feedback, further administrative analysis, and alternative recommendations. Out of the original eight recommendations detailed in Attachment 2, the City implemented five significant changes:

- The dissolution of the Animal Commission.
- The merging of the Youth, Senior Citizen, and Parks and Recreation Commissions into a single seven-member Community Services Commission, integrating the scope of work from each original body.
- The establishment of an annual Animal Events Advisory Committee tasked with organizing events such as "Doggy Days" and "Be Kind to Animals Day."
- The dissolution of the Finance Ad Hoc Committee.
- The dissolution of the Economic Development Ad Hoc Committee.

During the City Council meeting on February 7, 2024, Councilmember Braun requested that this matter be placed on a future agenda to further examine the potential for increased efficiencies through additional consolidation of Commissions and advisory bodies. Mayor Zneimer seconded this request.

Analysis
In 2022, a detailed analysis conducted by the City staff revealed several key insights:

- Staff liaisons were dedicating 8-10 hours monthly on average per commission, which covered both preparation and attendance at meetings.
- Overall, staff liaisons logged approximately 170 hours monthly on tasks related to the various commissions.
- Notable overlaps in function and focus were identified between the Public Works Commission and the Mobility Infrastructure and Transportation Commission.
- Similar overlaps were noted among the Community Development Commissions, specifically between the Planning Commission, Public Art Commission, and Design and Review Board.



Two years after the initial findings, staff revisited this analysis to further scrutinize the allocation of time, costs, and the responsibilities of commissioners. Noteworthy points from this follow-up analysis are detailed in Attachment 2, and include:

- On average, there are 11 Commission meetings per Commission annually;
- On average, staff involved are spending 12 hours per Commission meeting on work related to preparation and actual meeting hours;
- On average, 142 hours are spent annually per staff member for work related to support Commissions;
- The average hourly fully burdened staff rate on Commission related work is $73.77;
- The average fully burdened annual cost per staff member is $10,210.36;
- The estimated total cost for staff time is approximately $459,466.33.

The annual fully burdened cost varies by position, and the detailed breakdown in Attachment 2 shows that certain commissions, such as the Finance Commission, require significantly more hours. The total annual hours differ by department based on the number of commissions they oversee, with 43 staff members engaged in commission-related duties.

Some commissions are overseen by Department Directors, including the Public Safety Commission, Community Services Commission, Finance Commission, Library Board of Trustees, Mobility Transportation Infrastructure Commission, and Public Works Commission. Others are managed by staff liaisons, such as Planners and Managers.

Additionally, specific commission meetings, including those of the Planning Commission and all Special Joint Meetings with Commissions, are livestreamed to meet best practices. The City contracts Studio Spectrum for these services, with costs per meeting ranging from $730 to $6,100, based on required hours and equipment. These costs are detailed in Attachment 3 for the Fiscal Year 2022 to 2023.

Commissioner volunteer hours were also surveyed from April 9 to April 22, 2024, gathering 45 responses distributed as follows:

- Cultural Heritage Commission: 2
- Public Safety Commission: 4
- Mobility Transportation & Infrastructure Commission: 3
- Finance Commission: 3
- Natural Resources Environmental Commission: 6
- Library Board of Trustees: 3
- Community Services Commission: 7
- Planning Commission: 3
- Public Works Commission: 5
- Public Art Commission: 4
- Design Review Board: 3

The table below summarizes the results of the survey:

Commission	Annual # of Scheduled Meetings	Average Number of Commissioner Hours Per Meeting	Number of Commissioners	Average Annual Total Commissioner Hours
Community Services	12	4	7	28
Planning	12	5	5	25
Cultural Heritage	12	3	5	15
Design Review	12	3	5	15
Natural Resources	12	5	7	35
Public Works	6	3	5	15
Public Art	3	2.5	5	12.5
Mobility and Transportation	12	4	5	20
Library	12	3	5	15
Finance	12	18	5	90
Public Safety	10	3	7	21

Fiscal Impact
The fiscal impact encompasses both the hourly and annual fully burdened costs incurred by staff for managing and facilitating the City's Boards and Commissions. The staff supporting these commissions is compensated at an average hourly rate of $74. Typically, staff dedicate about 13 hours to each meeting, resulting in an approximate cost of $962 per meeting. Annually, the City holds around 115 commission meetings, leading to a total staff cost of approximately $459,466 annually. This figure does not account for additional administrative overhead or the expenses associated with live-streaming meetings. The costs for live-streaming can vary significantly, ranging from $730 to $6,100 per meeting, depending on several factors such as the required equipment, the duration of the meeting, and the location.

Alternatives:
The City Council may consider the following alternatives related to the previous analysis conducted in 2022:

- **Maintain the Current Structure**: Continue with the existing configuration of commissions and advisory bodies without changes.
- **Consolidate Specific Commissions**: Merge the Public Works Commission and the Mobility and Transportation Infrastructure Commission into a unified seven-member body to streamline functions and improve efficiency.

- **Consolidate Community Development Commissions**: Combine commissions under the purview of the Community Development Department to reduce overlap and enhance coordination.
- **Create New Advisory Bodies**: Establish new advisory bodies as necessary to meet evolving City needs and address emerging issues.

These options offer varying degrees of change and potential efficiency improvements for consideration by the City Council.

Attachments:

1. South Pasadena Advisory Body Descriptions
2. Analysis of Commissions, Positions Involved, and Staff Costing
3. Studio Spectrum Costs Fiscal Year 2022-2023
4. April 6, 2022, and February 23, 2022, Direction on Citywide Commissions Staff Report(s)

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ATTACHMENT 1

South Pasadena Advisory Body Descriptions

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South Pasadena Advisory Body Descriptions

Advisory Body	Meeting Date / Time	Council Liaison	Scope of Work
Community Services Commission	Meetings: 2nd Monday of month Time: 6:30 p.m.	Mayor Pro Tem Jack Donovan	The Community Services Commission is a seven member body that act in advisory capacity to the City Council in all matters pertaining to activities promoting the health, interests and well-being of the City's senior citizen and youth populations, and all matters pertaining to parks and public recreation; recommends policies for the control, management, and use of Community Services facilities; recommends the acquisition, use, and relinquishment of Community Services facilities; advise the City Council on development of recreation areas, facilities, programs, and improved recreation services; recommends the adoption of standards on organizations, personnel, areas and facilities, program and financial support; and takes periodic inventories of recreation services that exist or may be needed and interprets the need of the public to the City Council and Community Services Director
Cultural Heritage Commission	Meetings: 3rd Thursday of month Time: 6:30 p.m.	Mayor Pro Tem Jack Donovan	The Cultural Heritage Commission is a five-member body that is advisory to the City Council on all issues relating to the identification, retention, and preservation of landmarks and historic districts.
Design Review Board	Meetings: 1st Thursday of each month Time: 6:30 p.m.	Councilmember Michael Cacciotti	The Design Review Board is a five-member body serve that is advisory to the Planning Commission and represents the professions of architecture, landscape architecture, interior design, graphics, or related fields.
Finance Commission	Meetings: 4th Thursday of every month Time: 6:30 p.m.	Councilmember Janet Braun	The Finance Commission is a five-member body that is advisory to the City Council, City Treasurer, and the City's Finance Department in matters of financial, budgetary, banking, accounting, licensing, and treasury management.

Library Board of Trustees	Meetings: 2nd Thursday of the month Time: 7:00 p.m.	Councilmember Jon Primuth	The Mobility and Transportation Infrastructure Commission (MTIC) is a five-member body to serve in an advisory capacity to the City Council on policies regarding: Mobility policy matters related to transportation and mobility including traffic management plans, transit, multi-modal transportation and active transportation, evolving transportation and mobility technologies, parking management, and regional transportation matters; federal, state, regional and local transportation funding and planning; input on transportation and mobility policies such as the transportation related Capital Improvement Project items, Neighborhood Traffic Management Plan, and Active Transportation Plan, etc.; and a forum for community input on mobility topics.
Mobility and Transportation Infrastructure Commission	Meetings: 3rd Tuesday of the month Time: 6:30 p.m.	Mayor Evelyn G. Zneimer	The Mobility and Transportation Infrastructure Commission (MTIC) is a five-member body to serve in an advisory capacity to the City Council on policies regarding: Mobility policy matters related to transportation and mobility including traffic management plans, transit, multi-modal transportation and active transportation, evolving transportation and mobility technologies, parking management, and regional transportation matters; federal, state, regional and local transportation funding and planning; input on transportation and mobility policies such as the transportation related Capital Improvement Project items, Neighborhood Traffic Management Plan, and Active Transportation Plan, etc.; and a forum for community input on mobility topics.
Natural Resources and Environmental Commission	Meetings: 4th Tuesday of the month Time: 7:00 p.m.	Councilmember Michael Cacciotti	The Natural Resources and Environmental Commission (NREC) is a seven-member body that is advisory to the City Council in all matters pertaining to energy, science and technology, and natural resources and the environment. The NREC assists the

			City in the planning, programming, use, and conservation of energy and natural resources, as well as conducts tree removal hearings when needed.
Planning Commission	2nd Tuesday of the month Time: 6:30 p.m.	Mayor Pro Tem Jack Donovan	The Planning Commission is advisory to the City Council on matters pertaining to subdivisions, zoning, parks and boulevards, beautification of the city and in general such other subjects that have to do with the orderly and consistent physical development of the city.
Public Art Commission	Meetings: Meets quarterly as needed (per Council Direction) Time: 6:30 p.m.	Councilmember Janet Braun	The Public Art Commission is a five-member body that is responsible for the review and approval of public art projects associated with the Public Art Program, including but not limited to, proposed site-specific public art, art donations, and public art developed with the funds from the Public Art Development Fee.
Public Safety Commission	Meetings: 2nd Monday of each month (August and December - no meeting) Time: 8:30 a.m.	Councilmember Janet Braun	The Public Safety Commission serves in a primary support capacity to the City's public safety personnel in an endeavor to improve the City's existing emergency response capability. Meetings are held on the 2nd Monday of January, February, March, April, May, June, August, September, October & December, at 8:30 a.m.
Public Works Commission	Meetings: 2nd Wednesday of the month Time: 6:30 p.m.	Mayor Evelyn G. Zneimer	The Public Works Commission is a five-member body that is responsible to serve in an advisory capacity to the City Council on policies regarding: Policy matters related to non-transportation infrastructure including water, sewer, stormwater, buildings and city facilities; Regional non-transportation infrastructure funding and planning; utility management including water, sewer and stormwater; input on infrastructure policies and plans such as the utility and infrastructure CIP items (non-transportation),

			Integrated Water and Wastewater Resource Management Plan, Safe Clean Water and Measure W Plans, Facility Assessment Plan, etc.; and a forum for community input on infrastructure topics.
Fourth of July/Festival of Balloons Committee	Meetings: 4th Wednesday of the month at 7:00 p.m. No Meetings in October, November, and December	Sheila Pautsch, Community Services Director	The committee's responsibilities include planning and coordinating the Fourth of July Festival of Balloons event, and community festivities.
South Pasadena Tournament of Roses Committee	Meetings: 1st Tuesday of the Month Time: 7:30 p.m.	Mayor Evelyn G. Zneimer	The Mission of the South Pasadena Tournament of Roses Committee is to create positive exposure for our city through participation in the Pasadena Tournament of Roses, which will elevate our community and our organization by using principles based on voluntarism for the successful completion of our annual floral entry.

ATTACHMENT 2

Analysis of Commissions, Positions Involved, and Staff Costing

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Personnel Costs in Support of City Boards & Commissions

Advisory Body Name	Department	Job Title	Annual # of Meetings	# Hours Per Meeting	Annual Hours	Hourly Fully Burdened Rate	Annual Fully Burdened Cost Per Staff Person
Community Services Commission	Community Services	Director	12	3	36	$ 105.09	$ 3,783.11
Community Services Commission	Community Services	Deputy Director	12	5	60	$ 89.66	$ 5,379.82
Community Services Commission	Community Services	Community Services Supervisor	12	2	24	$ 44.92	$ 1,078.19
Community Services Commission	Community Services	Community Services Supervisor	12	2	24	$ 45.65	$ 1,095.58
Community Services Commission	Community Services	Management Analyst	12	2	24	$ 44.57	$ 1,069.69
Community Services Commission	Community Services	Program Specialist	12	2	24	$ 38.17	$ 916.10
Planning Commission	Community Development	Administrative Secretary	12	9	108	$ 39.62	$ 4,279.23
Planning Commission	Community Development	Planning Manager	12	15	180	$ 83.75	$ 15,074.61
Planning Commission	Community Development	Associate Planner	12	25	300	$ 59.78	$ 17,932.40
Planning Commission	Community Development	Associate Planner	12	25	300	$ 53.84	$ 16,151.23
Cultural Heritage Commission	Community Development	Administrative Secretary	12	7	84	$ 39.62	$ 3,328.29
Cultural Heritage Commission	Community Development	Planning Manager	12	10	120	$ 83.75	$ 10,050.00
Cultural Heritage Commission	Community Development	Associate Planner	12	18	216	$ 59.78	$ 12,912.48
Cultural Heritage Commission	Community Development	Associate Planner	12	18	216	$ 53.84	$ 11,629.44
Design Review Board	Community Development	Permit Counter Technician	12	7	84	$ 44.83	$ 3,765.31
Design Review Board	Community Development	Planning Manager	12	10	120	$ 83.75	$ 10,050.00
Design Review Board	Community Development	Associate Planner	12	18	216	$ 59.78	$ 12,912.48
Design Review Board	Community Development	Associate Planner	12	18	216	$ 53.78	$ 11,629.44
Public Art Commission	Community Development	Administrative Secretary	3	3	9	$ 39.62	$ 356.58
Public Art Commission	Community Development	Deputy Director	3	5	15	$ 93.57	$ 1,403.61
Public Art Commission	Community Development	Assistant Planner	3	10	30	$ 54.64	$ 1,639.24
Natural Resources & Environmental Commission	Public Works	Management Analyst	12	5	60	$ 53.89	$ 3,233.33
Natural Resources & Environmental Commission	Public Works	Environmental Services & Sustainability Mgr	12	25	300	$64.68	$ 19,404.00
Natural Resources & Environmental Commission	Public Works	Deputy Public Works Director	12	2	24	$ 86.64	$ 2,079.36
Natural Resources & Environmental Commission	Public Works	Director of Public Works	12	5	60	$ 113.23	$ 6,793.80
Mobility & Transportation Infrastructure Commission	Public Works	Management Analyst	12	7	84	$ 53.98	$ 4,526.76
Mobility & Transportation Infrastructure Commission	Public Works	Transportation Program Manager	12	33	396	$ 75.45	$ 29,879.60
Mobility & Transportation Infrastructure Commission	Public Works	Deputy Public Works Director	12	3	36	$ 86.64	$ 3,118.87
Mobility & Transportation Infrastructure Commission	Public Works	Director of Public Works	12	5	60	$ 113.23	$ 6,793.80
Public Works Commission	Public Works	Management Analyst	6	5	30	$ 53.98	$ 1,619.40
Public Works Commission	Public Works	Principal Engineer	6	10	60	$ 79.32	$ 4,759.37

Advisory Body Name	Department	Job Title	Annual # of Meetings	# Hours Per Meeting	Annual Hours	Hourly Fully Burdened Rate	Annual Fully Burdened Cost Per Staff Person
Public Works Commission	Public Works	Deputy Public Works Director	6	2	12	$ 86.64	$ 1,039.68
Public Works Commission	Public Works	Director of Public Works	6	5	30	$ 113.23	$ 3,396.90
Library Board of Trustees	Library	Administrative Secretary	12	11	132	$ 40.73	$ 5,376.58
Library Board of Trustees	Library	Department Director	12	16	192	$ 100.45	$ 19,286.48
Finance Commission	Finance	Department Director	12	100	1,200	$ 101.60	$ 121,910.37
Finance Commission	Finance	Management Analyst	12	40	480	$ 51.52	$ 24,729.60
Finance Commission	Finance	Management Analyst	12	40	480	$ 49.77	$ 23,890.77
Finance Commission	Finance	Finance Manager	12	7	84	$ 83.48	$ 7,012.54
Finance Commission	Finance	Deputy City Manager	12	3	36	$119.94	$4,317.84
Finance Commission	Finance	Management Services Director	12	5	60	$107.66	$6,459.62
Public Safety Commission	Police & Fire Departments	Police Chief	10	3	30	$ 149.58	$ 4,487.42
Public Safety Commission	Police & Fire Departments	Fire Chief	10	3	30	$ 156.22	$ 4,686.50
Public Safety Commission	Police & Fire Departments	Acting Management Analyst	10	5	50	$ 51.28	$ 2,564.04
Public Safety Commission	Police & Fire Departments	Management Assistant	10	3.5	30.5	$ 54.53	$ 1,662.87
				AVERAGES			TOTAL SUM
			10.69	**12.39**	**141.39**	**$ 73.77**	**$ 10,210.36**
						TOTAL	$459,466.33

ATTACHMENT 3

Studio Spectrum Costs Fiscal Year 2022-2023

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Studio Spectrum Costs (FY 22-23) - Commission Mtgs & Special Joint Meetings with Commissions

		Planning Commission	Special Joint Meetings with PC	Special Joint Meetings with FC	Special Joint Meetings with LBT	Special Joint Meetings with MTIC
2022	July	$2,285.00				
	August		$2,100.00			
	September	$1,555.00				
	October	$1,225.00				
	November	$1,060.00	$1,055.00			
	December	$1,060.00				
2023	January	$-				
	February	$-	$2,545.00			
	march	$895.00				
	April	$895.00	$6,140.00			$2,550.00
	May	$730.00			$1,060.00	
	June	$895.00		$2,760.00		
Total:		$10,600.00	$11,840.00	$2,760.00	$1,060.00	$2,550.00
						$28,810.00

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ATTACHMENT 4

April 6, 2022, and February 23, 2022, Direction on Citywide Commissions Staff Report(s)

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City Council Agenda Report

ITEM NO. 19

DATE: April 6, 2022

FROM: Arminé Chaparyan, City Manager AC

PREPARED BY: Domenica Megerdichian, Deputy City Manager
Mary Jerejian, Management Analyst

SUBJECT: **Direction on Citywide Commissions**

Recommendation

It is recommended that the City Council:

1. Dissolve the Animal Commission;
2. Consolidate the Youth, Senior Citizen and Park and Recreation Commissions' scopes of work to create a seven-member Community Services Commission, and reserve at least one seat each for members of youth and senior citizen populations;
3. Direct the City Manager and staff to implement an annual Animal Events Advisory Committee to focus on "Doggy Days" and "Be Kind to Animals Day" and other programming;
4. Change frequency of meetings for the Public Arts Commission to quarterly, or on an as-needed basis;
5. Change frequency of meetings for the Public Safety Commission to quarterly, or on an as-needed basis;
6. Dissolve the Finance Ad Hoc Committee;
7. Dissolve the Economic Development Ad Hoc Committee; and
8. Consider adding an engineering staff position to further support the Mobility and Transportation Infrastructure Commission in the Public Works Department.

Background

Following the discussion at the February 23, 2022 Commission Study Session, City Council directed staff to return with additional information:

- Solicit feedback from the Community to see if they have additional ideas or recommendations;
- Provide an analysis on the City's current administrative processes in the City Clerk's office in relation to Commission and Boards; and
- Provide alternatives to initial consolidation recommendations by exploring changes to administrative processes including meeting less frequently, hiring support specialists, or increasing staff capacity.

Community Input Follow Up

The City Manager's Office conducted a follow up online survey to solicit additional input on Commissions, which was hosted on the City's website between March 16, 2022 to March 21, 2022. The survey received 18 responses from community stakeholders on additional suggestions based on the previous information provided by staff regarding this matter. The results of the survey are provided as Attachment 2, and main takeaways include:

- 66.7% of respondents are part of a current Commission/Board.
- Of those that responded, 30.8% were from the Public Safety Commission, 15.4% were from the Cultural Heritage Commission, 15.4% were from the Parks and Recreation Commission, 7.7% from the Library Board of Trustees, 7.7% from the Finance Commission, 7.7% from the Planning Commission, and 7.7% from the Mobility and Transportation and Infrastructure Commission.
- The majority of respondents agree with the consolidation of Commissions as discussed.
- A couple of respondents expressed concerns with specific Commission consolidations.
- A couple of respondents expressed the need for increased trainings for both staff and Commissioners.

Current Administrative Processes for Commissions and Boards

The City Clerk's Office currently oversees all Commission related administrative processes. The current processes include:

- Maintaining all applications for two years
- Checking for residency and voter registration status
- In compliance with Government Code Section 54972 (Maddy Act) posting the annual appointments list which includes membership and terms for all board, commission, and committee appointments by City Council
- Noticing of unanticipated vacancies due to resignation by posting on social media, the City's website, and through press releases
- With a new Mayoral term, the City Clerk's office works with the incoming Mayor to determine commissioner appointments and reappointments. The list of proposed appointments appears on an open session agenda for consensus by the City Council
- Administering Oath of Office and providing welcome packet to commissioners which includes Parliamentary procedures, Robert's Rules of Order, Brown Act information, FPPC required filings, meeting schedule, and contact information for their specific commission
- Maintaining a directory of Commissioners and a list of absences
- Coordinating Commissioners Congress which includes annual reporting of Commission activates and work plans
- Preparing certificates of appreciation for outgoing Commissioners

As discussed previously, the Commission Analysis exercise revealed opportunities to improve upon staff liaison and commissioner onboarding, training and resources, including handbooks, ethics and Brown Act training. The City Clerk's Office will also be expanding community outreach efforts in soliciting commission applications, and will bolster the application process to include a requirement that commissioners be in "good standing" with the City to be considered for the position, and ensuring that the applicants considered have no outstanding code enforcement or public safety violations.

Moving forward and in an effort to increase and approve staff and commissioner training and support, staff will be:

- Working with their respective advisory boards to align work plans with Strategic Plan and Budget, which will help to align efforts with community priorities and resources;
- Re-establishing an annual Commissioner's Congress at a Special City Council meeting in the form of a reception, where a holistic review and update of advisory groups and efforts to Council and community will be presented. This will provide an opportunity to provide updates to the City Council, and to recognize the City's Commissioners for their time and efforts. The tentative date is June 22, 2022;
- Scheduling Council liaison and commissioner appointments as needed and following City Council direction; and
- Creating staff liaison support policies, protocols, trainings, and onboarding processes, as well as establishing a point of contact for appointed individuals.

Analysis

The City Manager's Office conducted assessments agency-wide to identify effectiveness of current practices and efficiencies in furthering the service provided to the community.

The amount of time that each Commission meets for varies depending on their scope of work, and the substance of respective meeting agendas:

- The Public Works Commission meets for one hour to one hour and a half on average based on the 2021-2022 meeting minutes.
- The average meeting time of the Mobility and Infrastructure Transportation Commission is two hours.
- The Public Works Commission meetings tend to focus on updates from the Public Works department while the Mobility and Infrastructure Transportation Commission agendas focus on transportation matters in the City.
- The Public Art Commission meets for one hour on average, and the meeting minutes throughout 2021 and 2022 show that meetings were necessary when discussing projects such as k-rail art implementation and the proposed Black Lives Matter Mural. The staff liaison communicated that the Commission has a fairly light load and may benefit from meeting on a quarterly basis. The Commission met 7 times in 2019, 7 times in 2020, 9 times in 2021, and only 1

time so far in 2022. When analyzing the agendas throughout the years, staff found that agendas include two to three items on average.

- While not discussed at the February 23, 2022 Commission Study Session, a review of the Public Safety Commission workload and a discussion with the staff liaisons revealed an opportunity to make an impact for our Police and Fire related liaisons, who often times find that they are producing meetings due to their meeting frequency requirements rather than the actual need to meet to discuss pertinent topics on their agendas. Staff has included a recommendation in this item for Council's consideration to reduce the frequency of meetings for the Public Safety Commission to quarterly or on an as-needed basis.

The following alternatives were also discussed and considered:

- Consolidation of the Public Arts Commission into the Design Review Board
- Consolidation of the Public Works Commission into the Mobility and Transportation Infrastructure Commission

The Public Works Department assessment completed and presented to City Council in October 2021 suggested that there were too many commissions under the department's purview, and recommended that the number of commissions be reduced. As part of the Public Works Department reorganization presented to you in another staff report tonight, Public Works staff is exploring the feasibility of adding an Engineering position to focus on traffic and transportation projects, largely in response to the discussion around the Public Works Department's three (3) commissions, and the emphasized need to enhance the Department's transportation projects throughput, and further support the Mobility and Transportation Infrastructure Commission.

Cities of similar size to South Pasadena have an average of 6-7 Commissions while larger cities typically have about 13 Commissions. In other cities surrounding South Pasadena including Alhambra, San Gabriel, Rosemead, and Pasadena, there is one staff liaison to each Commission. Although South Pasadena also has one staff liaison per Commission, other cities in similar size to have more full-time staff members. While 'commission specialist' positions do not exist, full-time staff members are trained to manage and run public meetings.

Implementation Strategy and Timeline

Staff has already begun working on staff and commission onboarding and training efforts, as well as soliciting community member interest and applications in serving as commissioners. Staff liaisons have shared the strategic plan with their respective commissions, and the efforts to align work plans with strategic plan priorities and budgets is underway. A tentative date for the return of the annual Commission Congress is set for June 2022, and this will provide an opportunity for each commission to present on their work plans and focus, receive City Council feedback, and be recognized for their efforts.

Upon receiving City Council's direction tonight, staff will return with an item to codify any municipal code changes to the commission makeup and frequency of meetings, and with commission appointments.

Recommendations

It is recommended that the City Council:

1. Dissolve the Animal Commission;
2. Consolidate the Youth, Senior Citizen and Park and Recreation Commission scopes of work to create a seven-member Community Services Commission, and reserve at least one seat each for members of youth and senior citizen populations;
3. Direct the City Manager and staff to implement an annual Animal Events Advisory Committee to focus on "Doggy Days" and "Be Kind to Animals Day" and other programming;
4. Change frequency of meetings for the Public Arts Commission to quarterly, or on an as-needed basis;
5. Change frequency of meetings for the Public Safety Commission to quarterly, or on an as-needed basis;
6. Dissolve the Finance Ad Hoc Committee;
7. Dissolve the Economic Development Ad Hoc Committee; and
8. Consider adding an engineering staff position to further support the Mobility and Transportation Infrastructure Commission in the Public Works Department.

Upon receiving City Council's direction tonight, staff will return with an item to codify any municipal code changes to the commission makeup and frequency of meetings, and with commission appointments.

Fiscal Impact

Any Council direction that affects the number of public meetings has direct fiscal impact. The recommended motions will serve to promote greater efficiency/effectiveness in the use of staff time and City resources.

Community Outreach

Outreach for the online surveys and input opportunities were shared with Women Involved in South Pasadena Political Activism (WISPPA), Woman's Club of South Pasadena, YMCA South Pasadena, Kiwanis Club South Pasadena, Oneonta Club, Chamber of Commerce, Chinese-American Club, Dads Uniting Dads in Education, the South Pasadenan, Pasadena Now, Nexus Plex, San Marino Tribune, Outlook Newspapers, and the SoCal News Group. The follow-up online survey available from March 16 – March 21, 2022 received 18 responses (Attachment 1).

Attachments:

1. Follow-Up Online Survey Results from March 2022
2. Commission Study Session Agenda Item- February 23, 2022

ATTACHMENT 1

Commission Study Session Agenda Item –
February 23, 2022

City Council
Agenda Report

ITEM NO. 1

DATE: February 23, 2022

FROM: Arminé Chaparyan, City Manager DM for AC
Domenica Megerdichian, Deputy City Manager
Mary Jerejian, Management Analyst

SUBJECT: **Commission Analysis Study Session**

Recommendation
It is recommended that the City Council:

1. Consolidate the Public Works and the Mobility and Transportation Infrastructure Commissions to a seven-member Mobility, Transportation and Infrastructure Commission;
2. Dissolve the Animal Commission;
3. Dissolve the Youth Commission;
4. Consolidate the Animal, Youth, Senior Citizen and Park and Recreation Commission scopes of work to create a seven-member Community Services Commission, and reserve at least one seat each for members of youth and senior citizen populations;
5. Create an annual Animal Events Steering Committee within the Community Services Commission to focus on "Doggy Days" and "Be Kind to Animals Day" and other programming;
6. Absorb the Public Art Commission into the existing Planning Commission;
7. Dissolve the Finance Ad Hoc Committee; and
8. Dissolve the Economic Development Ad Hoc Committee.

Commission Review and Recommendation
This matter has not been reviewed by City Commissions, however, input on this matter was solicited by City Commissioners and community members through an online survey and virtual community listening session held on January 26, 2022.

Executive Summary
The City of South Pasadena currently has 14 Commissions, nine (9) Ad Hoc Committees, and two (2) steering committees. The Office of the City Manager has conducted an analysis to capture the current state of these advisory bodies, identify the effectiveness and efficiencies in furthering City Council and community priorities, while managing workload and capacity issues with staff. The City Manager's Office has solicited staff liaison, Commissioner and community feedback and input in forming short and long term goals in better managing priorities, work flows, advisory board management and output, and enhancing City processes as it pertains to

staff, Commissions, and City Council in serving the community.

Community Outreach
As a part of this analysis, the City Manager's office strategically conducted outreach to ensure that feedback was solicited from all stakeholders, including staff, Commissioners, and residents. Outreach efforts included announcing this effort at City Council meetings, hosting an online survey that became accessible on January 20, 2022 and closed on January 28, 2022 with twenty-five (25) responses, and a Community Input Discussion that was held virtually via Zoom on January 26, 2022 from 6:00 pm to 8:00 pm that had twenty-seven (27) attendees. Outreach for all of these feedback opportunities were posted across the City's social media platforms including Instagram, Facebook, the City Hall Scoop. In addition, a designated page was created on our City's website titled "Community Input on Commissions," displaying the various ways to solicit feedback. Staff also received phone calls and correspondence from any community members unable to participate virtually, so that we could capture and include their input and suggestions on this matter.

Background
The City Council has established various Commissions, Boards, Ad Hoc Committees, and other advisory bodies to provide input and recommendations on issues that they are either subject matter experts on or passionate about. Advisory bodies are formed to address the evolving needs of a City, and to provide opportunities to vet issues and provide recommendations for City Council's consideration. The City of South Pasadena is unique in many ways, one of which is the level of involvement from residents in local government, and the pride in serving the various advisory bodies that support the City Council and community.

These various advisory bodies are defined by the following terms:

- **Commission**: Commissions and Boards are interchangeable terms. They serve as an advisory role to help direct policy by making suggestions and recommendations to their local elected policymakers and government management.
- **Ad Hoc Committee**: A committee appointed as the need arises, to carry out a specific task, at the completion of which-that is, on presentation of its final report to the assembly-it automatically ceases to exist. A special committee may not be appointed to perform a task that falls within the assigned function of an existing standing committee.
- **Standing Committee**: A legislative body which has either (1) a continuing subject matter jurisdiction, or (2) a meeting schedule fixed by the charter, ordinance, resolution, or formal action of the City Council. Even if comprised of less than a quorum of the governing body, a standing subcommittee is subject to the Brown Act.
- **Steering Committee**: A committee with the role to provide advice, ensure delivery of the project outputs and the achievement of project outcomes. The steering committee provides support, guidance, and oversight of progress.

The current advisory bodies in South Pasadena include the following:

City Council Commissions | Boards | Committees Liaison Assignments

January 2021 to December 2021	
Commissions, Boards, & Committees	**Appointed Liaisons**
Animal Commission	N/A Pending Review
Cultural Heritage Commission	Zneimer
Design Review Board	Mahmud
Finance Commission	Donovan
Mobility and Transportation Infrastructure Commission	Primuth
Library Board of Trustees	Mahmud
Natural Resources and Environmental Commission	Cacciotti
Parks and Recreation Commission	Donovan
Planning Commission	Mahmud
Public Arts Commission	Cacciotti
Public Safety Commission	Primuth
Public Works Commission	Zneimer
Senior Citizen Commission	Cacciotti
Youth Commission	Donovan
Fourth of July – Festival of Balloons Committee	Primuth
South Pasadena Tournament of Roses Committee	Zneimer

City Council Ad Hoc Committees Liaison Assignments

January 2021 to December 2021		
City Ad Hoc Committees	**Appointed Liaison(s)**	**Staff Liaison**
Ad Hoc Committee: City Council and South Pasadena Unified School District	Primuth and Zneimer	Arminè Chaparyan, City Manager
Ad Hoc Committee: Finance	Primuth and Donovan	Ken Louie, Interim Finance Director
Ad Hoc Committee: Mission-Meridian Village Subcommittee (08/14/2013)	Donovan and Zneimer	Margaret Lin, Deputy Director of Community Development
Ad Hoc Committee: Implementation, Caltrans Surplus Properties Disposition Replaced “Leg” & “non-leg” committees by council action on Dec, 1, 2021	Donovan and Primuth	Angelica Frausto-Lupo, Director of Community Development Margaret Lin, Deputy Director of Community Development

Ad Hoc Committee: Recreation leased facilities	Donovan and Cacciotti	Sheila Pautsch, Community Service Director
Ad Hoc Committee: South Pasadena Chamber of Commerce – Legislative	Mahmud	Tamara Binns, Assistant to the City Manager
Ad Hoc Committee: South Pasadena Chamber of Commerce – Economic Development	Primuth and Donovan	Domenica Megerdichian, Deputy City Manager
Ad Hoc Committee: South Pasadena Chamber of Commerce – Chamber Board	City Manager/Deputy City Manager	
Ad Hoc Committee: Economic Development	N/A Pending Review	N/A Pending Review

Furthermore, the table below shows a breakdown of which Departments have purview over each of the Commissions and advisory bodies.

Department	**Commissions**	**Committees**	**# of Commissions/Boards**
Police Department	Animal Commission, Public Safety Commission	None.	2 Commissions
Fire Department	Public Safety Commission	None.	1 Commission
Community Development Department	Cultural Heritage Commission, Design and Review Board, Planning Commission, Public Arts Commission	Ad Hoc Committee: Mission-Meridian Village Subcommittee, Ad Hoc Committee: Implementation, Caltrans Surplus Properties	4 Commissions, 2 Ad Hoc Committees
Public Works Department	Mobility and Transportation Infrastructure Commission, Natural Resources and Environmental Commission, Public Works Commission	None.	3 Commissions
Community Services Department	Parks and Recreation Commission, Youth Commission, Senior Citizen Commission	Ad Hoc Committee: Recreation leased facilities	3 Commissions, 1 Ad Hoc Committee
Library	Library Board of Trustees	None.	1 Commission
Finance Department	Finance Commission	Ad Hoc Committee: Finance	1 Commission, 1 Ad Hoc Committee

Commission Summaries

- Animal Commission:
  - The Animal Commission was founded in the 1980's, and has served as an advisory body regarding all animal related issues in the City. In the late 90's to early 2000's, the City developed a contract with the Pasadena Humane Society to oversee all animal related issues. The most recent staff liaison to the Animal Commission was Lieutenant Thomas Jacobs while Michael Cacciotti served as the Council Liaison. In 2014, the Commission began focusing on creating ordinances, including issues related to birds, although these efforts did not continue in prior years. The Animal Commission has also led annual events including "Doggy Days," and "Be Kind to Animal Day." These events were received positively both by staff and the community. In March of 2021, the City Council considered abolishing the Animal Commission; although the Commission remains active, a meeting has not been held for over two years.

- Cultural Heritage Commission:
  - The Cultural Heritage Commission began in 1971, and is under the purview of the Community Development Department and is responsible for all issues relating to identification, retention, and preservation of landmarks and historic districts. The Commission's responsibilities include reviewing various projects and recommending to the City Council whether those projects be designated as historical landmarks. Planning Manager Matt Chang is the current staff liaison to this Commission, and Councilmember Zneimer serves as the Council liaison.

- Design and Review Board:
  - The Design and Review Board is under the purview of the Community Development Department. This board serves as an advisory to the Planning Commission and represents the professions of architecture, landscape architecture, interior design, graphics, or related fields. The current staff liaison for the Design and Review board is Planning Manager, Matt Chang, and Councilmember Mahmud serves at the Council liaison.

- Finance Commission:
  - The Finance Commission serves as an advisory to the City Council and Finance Department in all matters related to the financial, budgetary, banking, accounting, and licensing within the City. Interim Finance Director Ken Louie is the current staff liaison to the Commission, and Councilmember Donovan serves as the Council liaison.

- Mobility and Transportation Infrastructure Commission:
  - The Mobility and Transportation Infrastructure Commission was created on February 19, 2020 to separate mobility and transportation policy matters from the Public Works Commission. The Mobility and Transportation Infrastructure

Commission provides input to Council on traffic management plans, transit, multi-modal transportation and active transportation, evolving transportation, parking management, and mobility technologies. In addition, they provide input on transportation related Capital Improvement Project items, Neighborhood Traffic Management Plan, and the Active Transportation Plan. Public Works Director Ted Gerber is the current staff liaison to this Commission, and Councilmember Primuth serves as the Council liaison.

- Library Board of Trustees:
  - The Library Board of Trustees is an advisory body to the City Council that provides input on the Library's needs and traditions, assists with promoting library interests, supports funding levels, and assists members in developing and writing policies that govern the operations of the Library. The Library Board of Trustees core responsibilities also include establishing rules and regulations for the administration of the Library, reviewing and submitting annual operating budgets and making recommendations with respect to appointments, suspension or removal of the City Librarian. Library Director Cathy Billings acts as the current staff liaison to the Board, and Councilmember Mahmud serves at the Council liaison.

- Natural Resources and Environmental Commission:
  - The Commission began in 2007, and is advisory to the City Council in all matters pertaining to energy, science and technology, natural resources, and the environment. The Natural Resources and Environmental Commission assists the City in planning, programming, use, and conservation of energy and natural resources. The Natural Resources and Environmental Commission is one of two commissions in South Pasadena that have seven members. Environmental Services and Sustainability Manager Arpy Kasparian is the current staff liaison to this Commission, and Mayor Cacciotti serves as the Council liaison.

- Parks and Recreation Commission:
  - The Parks and Recreation Commission is a five member body that is advisory to the City Council on all matters pertaining to parks and public recreation; formulates and proposes policies on recreation services for approval by the City Council; recommends the adoption of standards on organizations, facilities and parks, programs, and financial support; informs the public of the policies and functions of the recreation and parks program as directed by the City Council; and takes periodic inventories of recreation services that exist or may be needed and interprets the need of the public to the City Council and Community Services Director. Community Services Director Sheila Pautsch is the current staff liaison to this Commission, and Councilmember Donovan serves as the Council liaison.

- Planning Commission:
  - The Planning Commission is advisory to the City Council on matters pertaining to

subdivisions, zoning, parks and boulevards, beautification of the city and in general all matters regarding the orderly and physical development of South Pasadena. The current staff liaison to the Planning Commission is Planning Manager, Matt Chang while Diana Mahmud serves as the council liaison.

- Public Arts Commission:
  - The Public Arts Commission was established a couple of years ago with the purpose to integrate art into public spaces within the City. The Public Art Commission is a five member body that is responsible for the review and approval of public art projects associated with the Public Art Program. These projects include, but are not limited to, proposed site-specific public art, art donations, and public art developed with the funds from the Public Art Development Fee. The current staff liaison to the Public Arts Commission is Deputy Director of Community Development, Margaret Lin while Diana Mahmud serves as the council liaison.

- Public Safety Commission:
  - The Public Safety Commission is one of the two commissions that has seven commissioners on board. The commission serves in primary support capacity to the City's public safety personnel in an endeavor to improve the City's existing emergency response capability and provide recommendations to Council on issues related to public safety. These issues include crime trends, incidents in the City, fire prevention, and traffic. The current staff liaisons are Police Chief, Brian Solinsky and Fire Chief, Paul Riddle while Jon Primuth serves as the council liaison.

- Public Works Commission:
  - The Public Works Commission has been established since 2012, and focuses on public works inquiries related to water, sewer, storm water, and buildings including City facilities. The commission focuses on issues non-transportation and infrastructure related since the development of the Mobility Transportation and Infrastructure Commission was formed. The current staff liaison to the Public Works Commission is Director of Public Works, Ted Gerber while Evelyn Zneimer serves as the council liaison.

- Senior Citizen Commission:
  - The Senior Citizen Commission is a five member body that is advisory to Council on all matters pertaining to senior citizens in the City. Such matters include the advancement of senior citizen planning and programming and to formulate policies for senior citizen services. The current staff liaison to the Senior Citizen Commission is Community Services Supervisor, Melissa Synder while Michael Cacciotti serves as the council liaison.
- Youth Commission:
  - The Youth Commission is represented by students of the South Pasadena Middle

School and South Pasadena High School. The students on the commission are involved in coordinating activities, events, and volunteering for charitable fundraisers and food drives. There are ten youth members on the commission, an adult Community-at-Large member, and a South Pasadena Unified School District representative.

The City Council has created a number of Ad Hoc Committees to focus on specific topics. Ad Hoc Committees serve for a specific period of time, or until the work before them is completed, and should be dissolved or disbanded at that point. While many of the Ad Hoc Committees listed above are relevant and active, two committees—Finance and Economic Development—have completed the work under their purview, and are ready to officially be dissolved. At any point, City Council can create Ad Hoc committees to focus on a specific topic, and staff will work on aligning Ad Hoc committee status review on an annual basis to align with committee appointments.

Staff Liaison Feedback

The City Manager's Office met with staff liaisons of each Commission to discuss workload, staff time spent on Commission related work, strengths, shortcomings, and recommendations in managing Commission workflow and output. (Attachment 1) shows the time and resources (staffing and staff time) typically spent on Commission related preparations and workflows. Our interviews revealed noteworthy input, including:

Specific Commissions:

- The Animal Commission was responsible for well-received annual events, and could be incorporated into a Community Services Commission.
- On average, the Parks and Recreation Commission runs for 35-45 minutes. Meetings as needed would be helpful to reduce staff time.
- The Senior Commission is able to go months without meetings due to lack of discussion items.
- The Youth Commission often does not have topics to discuss, and Commissioners have not attended volunteer opportunity events. The City has experienced difficulty in recruiting for Commissioners.
- The Public Works Commission provides Public Works updates to Commissioners when meetings do not have lengthy agendas.
- The Public Safety Commission discusses police related issues for about 90% of items.
- Public Art Commission has significant overlap with the Planning Commission.

Common themes:

- The majority of staff liaisons believe that more detailed training and onboarding processes would be beneficial in standardizing processes. Ideas for this training include creating an onboarding manual for Commissioners.
- The majority of staff would also like to sit through training sessions for preparing minutes and preparing for Commission meetings.

Community Input
The City Manager's Office conducted an online survey to solicit input on Commissions, which was hosted on the City's website between January 20, 2022 to January 28, 2022. The survey received 25 responses on strengths, shortcomings and suggestions of our current Commission structure and management (Attachment 2). Some noteworthy responses include:

- 84% of respondents are or have served on a South Pasadena Commission or Board.
- Responses were received from individuals from or previously from all Commissions, except for the Senior Citizen Commission and the Youth Commission.
- Five (5) respondents who wanted to see additional topics covered by Commissions, including diversity, equity, inclusion, homelessness, and mental health.
- Many strengths and accomplishments were highlighted across various Commissions, and comments were generally appreciative and supportive of efforts.
- Common themes for improvement opportunities for Commissions include better communication with staff, defining roles, increased utilization of feedback from Commissions, increased outreach on meetings to increase participation, and additional resources for success.
- Multiple responses stated the need for increased training for basics of Commission meeting procedures and Brown Act training.
- Many respondents suggested a need for improvements for the City's public meeting process included reducing the amount of Commissions, giving Commission more of a voice, encouraging in-person meetings, aligning Commissions with the City's Strategic Plan, and increased facilitated discussions on sensitive topics.

The City Manager's Office also hosted a virtual Community Input Discussion hosted via Zoom by the City Manager's Office. There were 27 participants, as well as staff liaisons and departments heads at the listening session, and commentary was similar to the input collected via the online survey. Main takeaways from the virtual community input session include:

- Virtual meetings are difficult and not inclusive; residents struggle to communicate digitally. However, virtual meetings are helpful and allow working professionals to be involved with City Council and appointed positions.
- A number of new topics important to the community are not a focus of any existing advisory body: housing rights, energy, mental health, homelessness, social services
- We need a strategic approach to managing Commissions—connect efforts to the strategic plan and to the City budget to be able to fund efforts. Can we include joint meetings for topics that overlap?
- Abolish the Design Review Board and focus efforts on the Planning Commission. Consider establishing informal reviews of planning projects with applicants; fully staffed Planning division should focus on backlog and objective planning processes.
- Define all of the types of advisory bodies—is one more important than another?
- Meetings are too formal, with Commissioners sitting at the dais and limiting comment times. Can we make public meetings more informal and less burdensome in managing?
- Suggest a Good Governance Commission to be created to advise the Mayor on how the City is being run, and suggestion to reorganize the Finance Commission.

- Considering the staff turnover of the last few years, there is a need for institutional knowledge. How do we bring that to advisory boards?
- The amount of advisory board and work generated is concerning—is it sustainable? There are opportunities for joint meetings or combining efforts for overlapping topics.
- Need more public outreach and information, public engagement in City projects and programs. Need to improve upon and focus on communications, customer service to close the loop on resident correspondence and inquiries.
- Consider term limits on "higher level" commissions (Planning, MTIC) to allow other impressive candidates an opportunity to serve.
- Commissioner onboarding and training is needed- focus on Brown Act and Ethics, but include City functions, budget, strategic plan, General Plan. What do we have local control over, how do we work with other agencies and government levels? Government 101 to benefit the appointee's education and perspective.

Practices in Local and Comparable Cities
Staff has researched the practices in nearby and comparable cities, considering to population and size, number of commissions/advisory boards, the focus of those bodies, and any notable similarities or differences to the City of South Pasadena (Attachment 3). Cities of similar size typically have 6-7 commissions, while larger cities such as Glendale and Torrance have 13.

Larger cities (by geography and population) have fewer number of commissions, but in some cases, the commissions are consolidated with wider scopes of topics to focus on. Examples include the City of Glendale's Parks, Recreation & Community Services Commission that covers all recreational programs and the City's parks, and the City of Sierra Madre Community Services Commission that oversees the City's recreation services and programs, all special events, parks, and facilities. The Cities of Sierra Madre, Alhambra, San Gabriel, Rosemead, San Fernando, Duarte, and Ontario have consolidated commissions that oversee planning, building, historical properties, and zoning regulations.

Many cities create and utilize training guides and manuals for onboarding Commissioners that include the City Charter, background on government, the role of commissions, conduct standards, public meeting procedures, and Ralph M. Brown Act requirements. This is a resource we can create and utilize in our efforts.

Discussion/Analysis
The City Manager's Office is conducting assessments agency wide to identify effectiveness of current practices and efficiencies in furthering the service provided to the community. As a part of this exercise, staff has focused on collecting all relevant information for a fruitful discussion on the City's Commissions and Committees, including input from current staff liaisons, input from the community, researching the practices of local and comparable cities, and considering some recommendations on how to improve upon public meetings as well as create some efficiencies considering limited staff time and resources. The goal of this exercise is to provide the City Council with current information and possible solutions to creating more effective advisory board processes in our City.

Staff liaison input provided that that each staff member involved in Commissions is spending about 8-10 hours a month on average per Commission. Of the fourteen current Commissions, eight of them have one staff liaison assigned to completing tasks related to writing and reviewing staff reports, recording and uploading minutes, agenda preparation and posting, preparing presentations, and following up with Commissioners as needed. A study of the existing commissions has revealed some overlap in function and focus, which can translate to the consolidation of existing advisory bodies with similar purviews. While the City's departments are almost fully staffed, staff has significant backlog to address in addition to the day to day operations, and as such, an opportunity to create efficiencies in Commission related workload will be effective and have significant impact on workflows and work output.

For a more specific example of how this workload may impact staff duties, the Community Development Department has four Commissioners within their purview, totaling thirty-eight hours a month spent on Commission related work, or 50% of a full-time staff member's schedule. The Community Development Department currently has about 70 planning development cases in their backlog that they are addressing, and about 40-50 ADU applications to process. In addition to the Planning Case Log, the Community Development Department has several priority projects underway that are either a state mandate such as the Housing Element or General Plan Update or local initiative such as the Downtown Specific Plan. Additionally, staff is managing projects that are of significant interest to the community including residents, Commissioners, and community organizations such as updating the SB 9 Urgency Ordinance, Caltrans SB 381, Mills Act Audit, new permit tracking software, comprehensive parking policy study, potential occupancy inspection program, local seismic regulations, and more. Further, there are several mixed-use development projects going through the entitlement phase that require much staff time and attention.

The Public Works Department has three Commissions under the Department's purview, which contributes to a significant workload where there might be efficiencies. The Public Works Department Assessment that was received and filed by this City Council in December 2021 specifically stated that Commission related work load is significant, and that staff is constantly in "fire drill" mode. Recommendation number seven of the assessment reads, "Re-visit the need for all three (3) of the Commissions supported by the Public Works Department… consider consolidating the Public Works Commission and Mobility and Transportation Infrastructure Commission into one Commission."

As a part of this information gathering, and in reviewing staff time and resources as it relates to Commission work flows and work product, staff has identified a need to produce and provide ongoing trainings for staff commission liaison related to agenda and minute preparation, running and managing public meetings, managing workflows and in acting in their role as liaison to appointed commissioners. Efforts to align work plans with the Strategic Plan and the City's budget will translate to effective and efficient work output. Protocols and trainings will help support the staff, and lead to improved communications, customer service, efficient meeting and workflow management.

Moving forward, in an effort to increase and approve staff and commissioner training and support, staff will be:

- Aligning Commission work plans with the adopted Strategic Plan and the City's Annual budget so that resources can be appropriately adjusted as needed, and the Strategic Plan and Budget are communicated as a factor in guiding work plan goals.
- Re-establishing an annual Commissioner's Congress at a Special City Council meeting in the form of a reception, where a holistic review and update of advisory groups and efforts to Council and community will be presented. This will provide an opportunity to provide updates to the City Council, and to recognize the City's Commissioners for their time and efforts.
- Staff will provide an annual update to City Council on Ad Hoc Committees in an effort to keep track of which committees are needed to continue their work, and which have completed their work plans and should be considered for dissolution.
- Council liaison and commissioner appointments will be scheduled as needed and following City Council direction.
- City Clerk's staff will be creating staff liaison support policies, protocols, trainings as well as establishing a point of contact for appointed individuals to receive information, resources and onboarding.

The recommendations herein suggest an approach that focuses on furthering the City's priorities and goals while creating efficiencies in work flows and output. The recommendations, if approved, would translate to the City collapsing 14 Commissioner to 9 agency-wide, as well as dissolution of two ad hoc committees that have already unofficially dissolved. The Economic Development Ad Hoc Committee has been dormant, and was previously identified as an advisory body ready to be considered for abolishment. The Finance Ad Hoc Committee has completed its work and a subset of the Committee is preparing a final report to staff, expected Spring 2022, and should be considered for dissolution as well.

With Council's approval, the work flows and output will be significantly reduced, and will further allow staff to improve processes, training, service to the community, including communications and a collaborative and comprehensive approach to public meetings and advisory bodies.

Recommendations

It is recommended that the City Council:

1. Consolidate the Public Works and the Mobility and Transportation Infrastructure Commissions to a seven-member Mobility, Transportation and Infrastructure Commission;
2. Dissolve the Animal Commission;
3. Dissolve the Youth Commission;
4. Consolidate the Animal, Youth, Senior Citizen and Park and Recreation Commission scopes of work to create a seven-member Community Services Commission, and reserve at least one seat each for members of youth and senior citizen populations;
5. Create an annual Animal Events Steering Committee within the Community Services

Commission to focus on "Doggy Days" and "Be Kind to Animals Day" and other programming;
6. Absorb the Public Art Commission into the existing Planning Commission;
7. Dissolve the Finance Ad Hoc Committee; and
8. Dissolve the Economic Development Ad Hoc Committee.

Alternatives Considered
Should City Council wish to retain existing Commissions, staff suggests making changes to the consideration of the frequency of Commission meetings. This translates to Commissions with lighter workloads meeting on a quarterly or as-needed basis to lighten the administrative load of preparing for and holding public meetings for lighter workloads.

Should there be interest in furthering a discussion such as the creation of an all-encompassing Social Services Commission focused on mental health, homelessness, equity and/or other topics relevant to the Community that are not part of any existing body's scope of work, City Council may consider staff's recommendations and improvements provided herein, and direct staff to return in the next 12 months for further discussion.

Next Steps
1. City Council to discuss and provide direction to staff on staff recommendations; or
2. City Council to discuss and request further information or provide different direction to staff on this topic; and
3. Based on City Council's direction, staff will return with an item on Commissioner appointments and implementation.

Fiscal Impact
Any Council direction that affect the number of public meetings has a fiscal impact as it related to staff time and resources. This is an effort to usher efficiencies and effectiveness in furthering the priorities of the City Council and community, and has the potential to adjust limited staff time and resources to providing direct service to the community.

Public Notification of Agenda Item
The public was made aware that this item was to be considered this evening by virtue of posting of the agenda and reports on the City's website and bulletin board, notifications on the City's social media pages, reference on the City's community input online survey as well as at the virtual community listening session held on January 21, 2022.

Attachments:
1. Staff Liaison Input: Staffing and Resources
2. Community Survey Results
3. Commissions Comparison Chart of Nearby and Comparable Cities

ATTACHMENT 1

Staff Liaison Input: Staffing and Resources

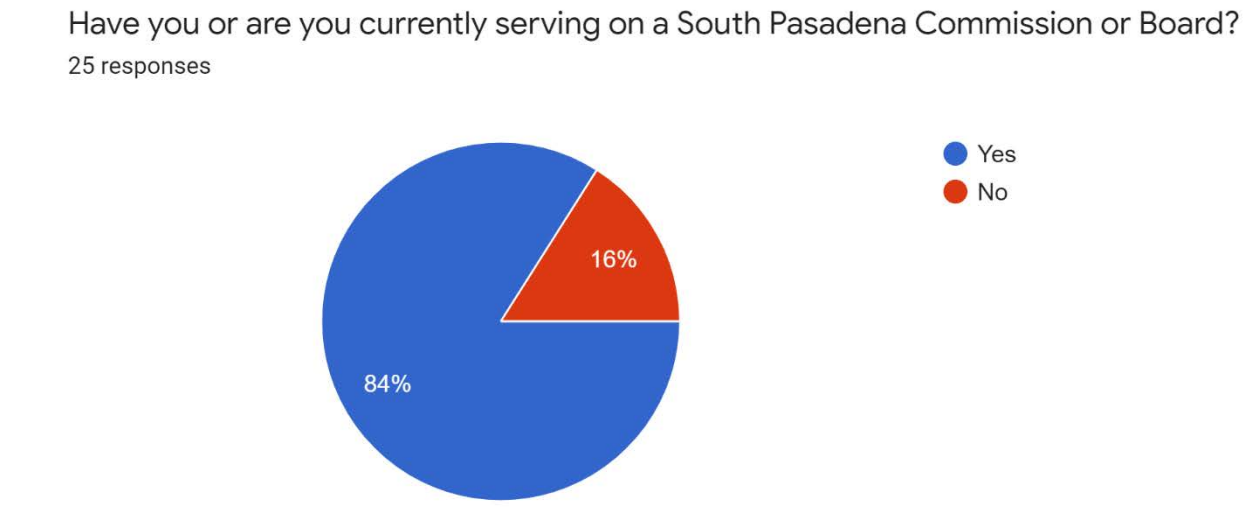
Staff Liaison Input – Staffing and Resources

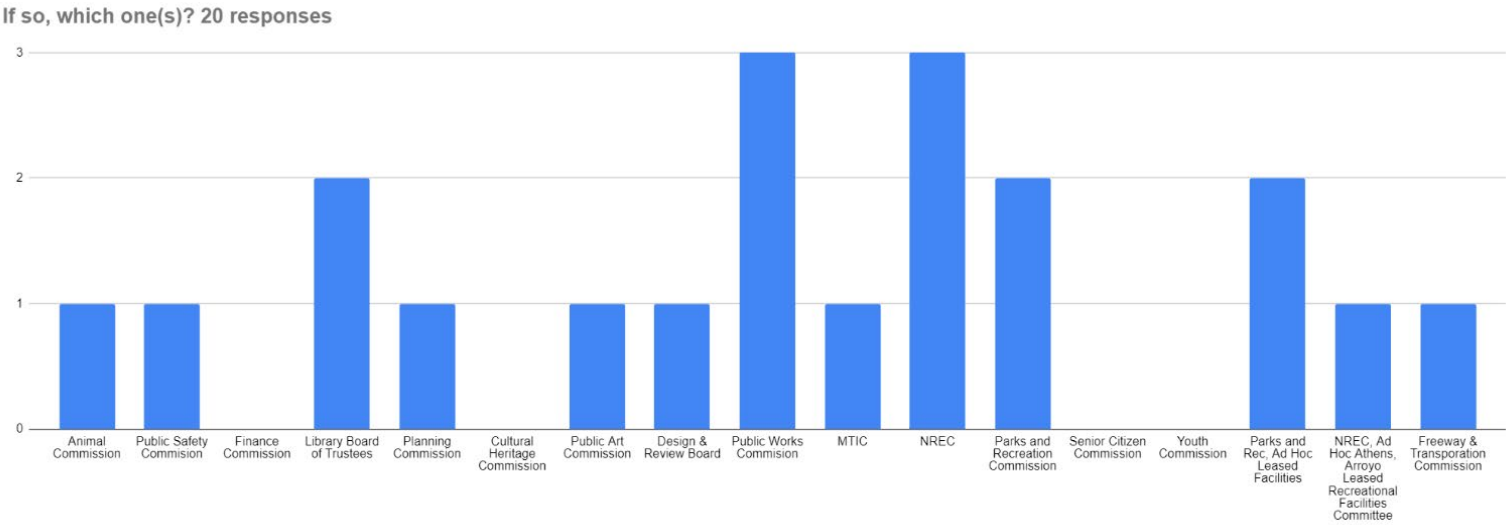
Department	Commission	Number of staff	Staff Time Spent
Police Department	Animal Commission	1	12-16 hours per month
Police Department/ Fire Department	Public Safety Commission	3	30-40 hours per month
Community Development Department	Design and Review Board	1	9 hours per month
Community Development Department	Cultural Heritage Commission	1	12 hours per month
Community Development Department	Planning Commission	1	12 hours per month
Community Development Department	Public Arts Commission	1	5 hours per month
Public Works Department	Natural Resources and Environmental Commission	1	15-30 hours per month
Public Works Department	Mobility and Transportation Infrastructure Commission	3	10 hours per month
Public Works Department	Public Works Commission	2	10 hours per month
Community Services Department	Parks and Recreation Commission	2	10 hours per month
Community Services Department	Senior Citizen Commission	1	8 hours per month
Community Services Department	Youth Commission	1	8 hours per month
Library	Library Board of Trustees	2	20 hours per month
Finance Department	Finance Commission	3	10 hours per month

ATTACHMENT 2

Community Survey Results

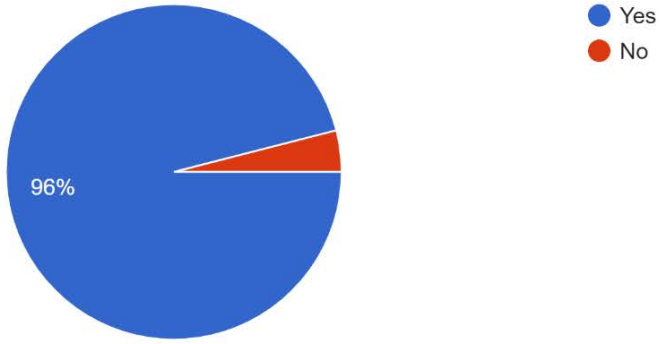
Community Input on Commissions: Survey Results

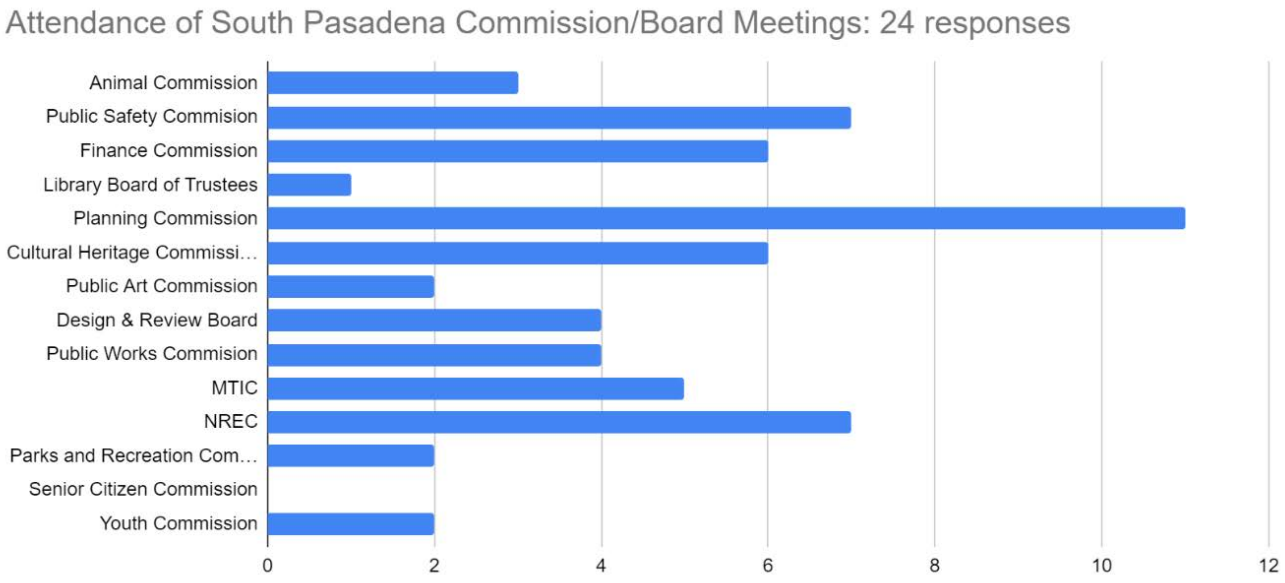




Have you attended South Pasadena Commission/Board meetings?

25 responses





Are there topics not covered by existing Commissions/Board that you would like the City Council to consider?

- Diversity, Equity, and Inclusion
- Diversity, Equity, and Inclusivity
- Energy, Affordable Housing, Tenants Rights & Issues, Mental Health, Local Economic Development & Jobs
- For a city our size, the number of commissions is plenty, if not actually a bit many
- Homelessness
- Homelessness, Mental Health, Substance Use Disorders, Affordable Housing, Diversity, Equity, Inclusion in City Programs
- (9 responses) stated "No"
- Support services for homeless, more incentives for developing more low income housing
- Trees inventory and maintenance including protected trees
- The current boards and commissions cover the breadth of topics important for citizen input

What are some strengths or accomplishments of the Commission/Board that you have been a part of or attended meetings for?

- Both the commission and committee I sit on have been well-organized with clear direction for outcomes. The Parks and Rec Commission has offered great recommendations for movies and concerts in the parks, in addition to sending the designs for the two pocket parks to Council. The ad hoc committee just recommended a restaurant consultant for the golf course. These are very clear accomplishments that note well-utilized boards.
- Good ideas came out and were later adopted by the City.
- None.
- Preserving the physical character and quality of South Pasadena.
- Finance Commission: provided significant advice to the City Council regarding the CIty's finances. Public Works Commission: provided feedback to staff regarding various programs and activities of the department.
- Public Safety review of police reform policy proposals
- Current Public Works department appears to be doing a good job
- Supporting public art in our city. Margaret Lin is amazing and to have support from a staff member like her is a blessing.
- Very important to have and maintain design review of both small and large developments to help keep our rich architectural heritage and to help shape future development to be appropriate for our city.
- pocket park and lease meetings

- Planning: General Plan updates, Housing Element updates, ADU updates Natural Resources: Climate Action Plan Parks and Rec: leasing agreements in the Arroyo, bike and walk path in the Arroyo Library: Fine Free Library
- None really
- Upcoming Water Shed in the Arroyo
- NREC recommended and council adopted the Climate Action Plan, which is already being used in decision making.
- CHC has recently completed on ADUs on historic properties adopted by Council
- Diverse group of people with varied backgrounds coming up with solutions to resolve an issue without going to Council or plan to submit solutions for Council to consider.
- Planning passed Inclusionary Housing Ordinance; Public Safety Commission studied unarmed traffic enforcement
- oversight of, and input into the way the various departments of the City are run and which projects get attention
- Commissioners are the voices of the community
- Ban on Styrofoam, water efficiency fee, tiered water rates, Climate Action Plan, city renewable energy council plan. In general, commissions ideally bring expertise from the community and community viewpoints and concerns to the city staff.
- Developing programs and projects to improve traffic management and safety throughout the city
- We have great working relationships with our City staff/liaisons. The NREC supported the City in developing and passing our City's first Climate Action Plan and many action items within the plan have been implemented over the last 2 years. The CAP and Green Action Plan are helpful tools for guiding our commission on new initiatives. We can look back and see what we have accomplished and what is on the horizon. We also oversee tree removal hearings and the updates made to the ordinance have simplified and clarified that process for us as well as for City staff.
- Great input at Commissions, but can't get to them with City staff backlog.

What are some weaknesses or improvement opportunities of the Commission you have been a part of or attended meetings for?

- For the two I'm a part of, I don't have any recommendations. Having not attended other meetings, I can only note that it seems like we have a lot of commissions for a city our size, but if resident recruitment to participate is high and work is getting done, then they are effective.
- When a commission is controlled so as to only do what the City Manager or City Council wants
- Too many commissions. DRB and CHC should be merged. NREC abuses its power in tree removal matters. Should be more clear cut guidelines and appeals.

- Often too much oversight and subjectivity by the Commissioners. Valuable and necessary projects and community advancements are killed by a select few. This is creating an unequal and exclusionary community that benefits those in power only.
- Public Works Commission: The department head should attend these commission meetings, at least occasionally.
- Commissions need independent authority to pursue questions and suggest policy to the council, and they need a better relationship with staff. MTIC has repeatedly complained about being ignored.
- Better communication and avoidance/cancelation of meetings
- The commission works hard to move forward on public art project, policy, and advocacy, especially in terms of becoming an artist friendly city. The culture of bureaucracy and an overly risk adverse approach (especially to potential litigation) are placing obstacles for South Pasadena to become an inclusive, diverse, and equitable artist friendly city. We are really behind other surrounding cities and counties in the southern California area.
- Boards/commissions that have purview over design/development in the city must have members that have design education/experience (architects/design professionals) that can read plans, understand complex concepts and make informed decisions that will have a lasting effect. DRB has/had members that have no knowledge in this field and merely become a "rubber stamp" and contribute little to none in the evaluation of the application at hand - not good...
- We need more explanation of the matters not just a pass and stamp recommendations
- Since the commission members are residents of the city, those voices need to be more relevant when decisions, plans, some actions taken. The commissions could be setting agendas instead of staff.
- There needs to be total term limits. 10 years maximum on all commissions.
- Need to be more involved
- Our commission agendas are defined without commissioner input. It can be difficult to understand context for action items, since most information is discovered during commission meetings.
- Sometimes Commissions rely on technical analysis of consultants without regard to the voices and actual needs of residents concerned wasting financial resources of City
- More communication between the commissions and working together when possible.
- I would like to see cross-commission collaboration. All city issues are interconnected. Speaking personally for my commission, most city decisions are related to the environment. Transportation is a climate issue. Housing is a climate issue. Energy is a climate issue. Most other commissions' decisions impact our directive and more specifically, the Climate Action Plan. As a volunteer, it is very difficult to stay up to date on every agenda item for every commission and council meeting, and often, by the time a decision has been made is when our commission is made aware. It would be beneficial to all commissions if they could be notified of other commission’s agenda items that impact them.

- No commission is focused on social services and housing for low-income residents
- unwillingness of the City Council to listen to the input provided
- less staff control and influence
- Meetings could be better publicized to facilitate more community input. Also, some issues cut across existing commissions and it might be good to have joint meetings on a periodic, as needed basis.
- Not having enough staff resources and support to implement our proposals
- I believe our commissions should rotate our Chair and Vice Chair positions annually, reflecting the same protocol that Council follows. This keeps the commissioners more engaged with staff and what is going on within the City.
- Need Chair reviews available for commissions to both preview or have i or items approved, also need concept level meetings available, without waiting 6 months or staff processing.

Is additional training or support for Commissioners or staff liaisons needed to improve our public meeting process?

- Compared to other cities, it seems like a very well-engaged citizenry that understand government functions well.
- I don't know
- I think for many commissioners, it would be helpful in addition to ethics and Brown Act training, to have a session on the mechanisms
- I think the training provided has been effective. I am not sure we've had it over the last year, but there is typically a training on the Brown Act for incoming commissioners provided by the City Attorney. I think another helpful tool would be to provide a commission meeting "procedure and process" class. For new commissioners, who have not engaged with the City politics or attended many public meetings, it could be very confusing.
- Implicit and unconscious bias and anti-racism trainings are necessary
- No
- No
- No – the staff liaison does a good job
- No, our staff liaison is very familiar with the process
- Perhaps training in how to run a meeting for upcoming "chairs" would be helpful Quality level of Commissioners is high, it's City staff that needs help and Commissioners could help and with the submitted projects
- The Brown Act review does help, but it could be more review and summary training for new commissioners, Staff liaisons are hit and miss. Some staff are very good and some staff are not.
- We need more information on what the committee can accomplish
- Yes. We need more specific training on important topics (i.e. general housing, affordable housing, parking, economics/budget)
- Yes, Commissions are often asking staff for help with basics of the procedure.

- Yes. I think a review of how council wants a meeting held, rules of order, etc. would be helpful
- Yes, NREC needs to take a more holistic approach to tree removals. Not just save a tree at an cost.
- If by support, you mean that the City Council actually takes action suggested or at least gives credence to the suggestions, then yes.
- Less format meeting would be helpful for a better dialogue

Do you have any other suggestions/input on improving the public meeting process in the City of South Pasadena?

- Reduce number of commissions and align them to city departments. Public Works to absorb MTIC and NREC. Community Services to absorb Parks and Rec and Senior Commission. CHC and DRB into one streamlined design review board. PSC to absorb animal commission. Planning commission to remain as is. No new commissions.
- Yes. (1) Statistically valid sampling; (2) Weighting of sampling that takes into account demographics with the most at stake in whatever decision is being made; (3) More education, facts, and context provided to those giving input.
- There are too many commissions for a City the size of South Pasadena, which places a burden on city staff. Commissions should be combined along department lines.
- Commissions should matter more. They've faded into the background, in part because they've been deliberately sidelined. The council should be far more deliberate in its efforts to secure commission input. In general, South Pasadena needs a deeper deliberative process, and engagement with commissions should be part of it.
- Bring back live, in person meetings so the public can be invited to participate, also, need to have an annual "in person commissioners get together" at any of the public parks or at city hall to have a time for commissioners to meet each other along with all of the city staff members, council members, etc. This will provide a benefit to the new city manager and her team. This event will provide collaboration amongst all departments.
- Hopefully, sooner than later in-person meetings will be the standard again. No matter how smooth we try to make the Zoom approach work, conversation/debate back and forth between commissioners and public is stifled. On another note, having been thru several complete turnovers of the planning/building departments, my hopes are high that the new team will really get rolling. One suggestion, we on DRB probably don’t need to see soils reports, past permits documentation, and all department plan check comments in order to do our job. I think if the staff reports were slimmed down, that should reduce staff time and help more applications to be processed and reviewed. Another thought: Offer "preliminary reviews" by DRB as in the past. The DRB in particular has been light for many months we could have used our time to give comments/consultation to applicants prior to a formal submittal. This could cut down on the number of times the applicant may have to return to gain approval, and also give the applicant/designer a direction that may be more fitting than the path they were going to take.

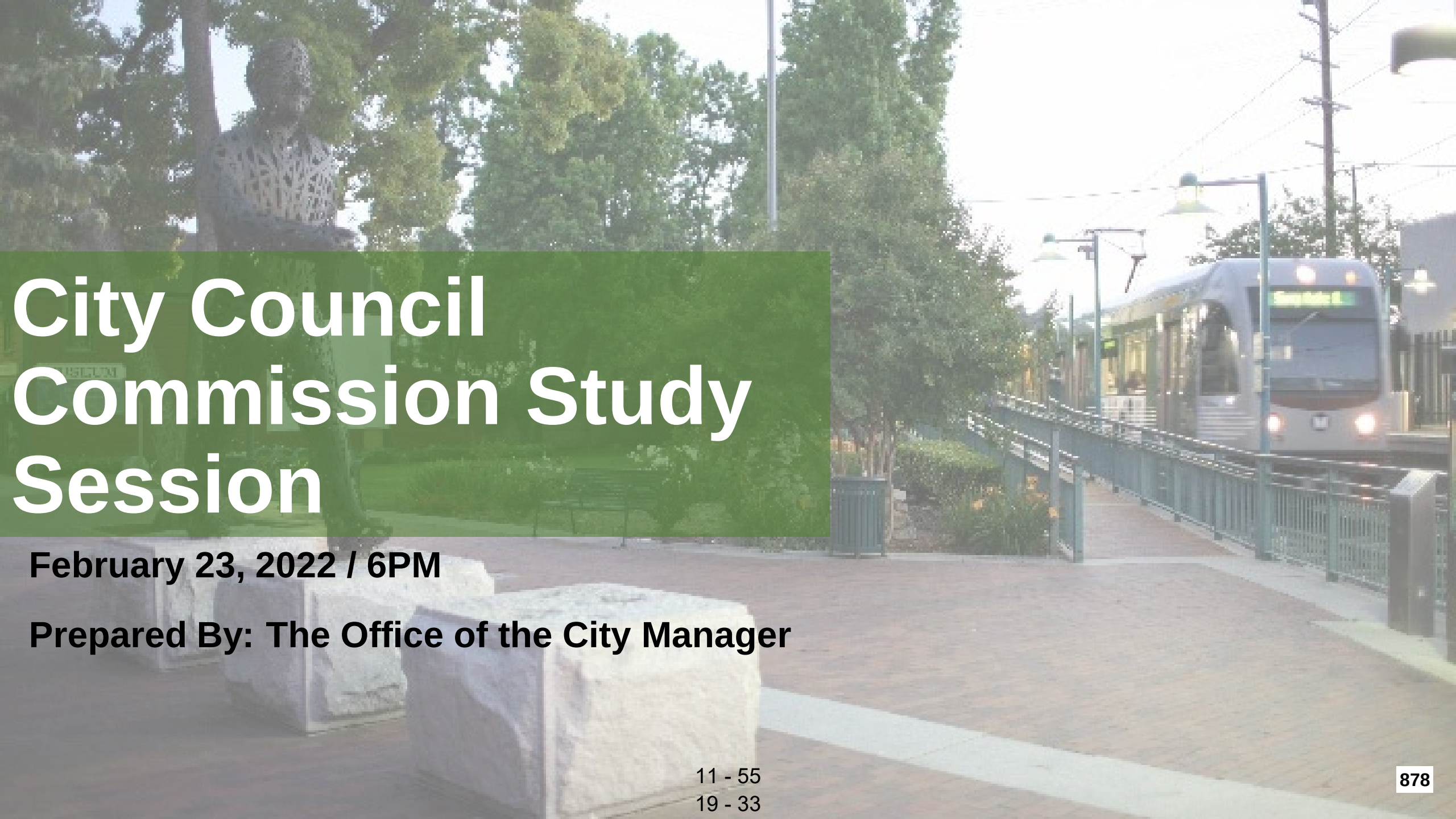
- Rules, city politics have a ton of processes and we need to know more of these rules in order to be more effective.
- If Commissions were to change to Advisory then Brown Act would not be needed. But Advisory has to hold same weight as Commission. There are too many meetings and maybe some of the commissions could be combined or hold fewer meetings.
- There needs to be lifetime term limits. 10 years maximum that someone can serve on all commissions. This could be specific to important ones. Like allow people after the 10 year as to serve on less popular commissions.
- Again more involvement by commissioners given the time.
- Facilitated discussions are an amazing way to reach consensus in sensitive topics. The housing element (and strategic plan?) used a consulting company to facilitate meetings to collect input. Those meetings were great! Civil discussions that were well informed and made me feel heard.
- Improve our technical support
- Commission and council meeting input from residents only favors those who have the time to attend. We are a city of families and yet I never really see that type of representation for public input - the majority of those residents impacted are not the ones helping guide commissions and council with input. How can we allow for better accessibility for those who don't have the time to sit thru hours-long meetings?
- Better options for public participation
- better notification of meetings agendas
- Retain the Zoom format even when in-person meetings resume. In other words, use the hybrid format.
- Better citywide publicity and notification of commission meetings, especially when there are important topics and projects to be discussed.
- Trust your Commissions and get submittals to them faster and more simply for their help and input instead of so much lost time with staff first.

ATTACHMENT 3

Commissions Comparison Chart of Nearby and Comparable Cities

Commissions Comparison Chart of Nearby and Comparable Cities

Comparison Cities	# of Commissions	Types of Commissions	City Population (2019)
City of Alhambra	12	Arts & Cultural Events Commission, Board of Library Trustees, Civil Service Commission & Board of Appeals, Design Review Board, Environmental Sustainability Commission, Historic Preservation Commission, HCDA Citizen Advisory Committee, Human Relations Commission, Parks and Recreation Commission, Planning Commission, Transportation, Youth Commission	84,647
City of San Gabriel	6	Civil Service Commission, Community Services Commission, Design Review Commission, Planning Commission, HEAR Commission, Historic Preservation & Cultural Resource Commission.	40,143
City of Rosemead	4	Beautification Commission, Parks Commission, Planning Commission, Traffic Commission	54,282
City of Pasadena	20	Accessibility and Disability Commission, Arts & Culture Commission, Board of Zoning Appeals, Code Enforcement, Community Police Oversight, Commission on the Status of Women, Design Commission, Environmental Advisory, Hearing Officer, Historic Preservations, Human Relations, Human Services, Library, Northwest, Old Pasadena Parking Meter Zoning Advisory, Planning, Recreation and Parks, Senior, South Lake Parking Place, Transportation Advisory	141,258
City of Burbank	About 20	Art in Public Places Committee, Board of Building and Fire Code Appeals, Board of Library Trustees, Burbank Cultural Arts Commission, Burbank Housing Corporation Board of Directors, Burbank Water and Power Board, Charter Review Committee, Civil Service Board, Community Development Goals Committee, Heritage Commission, Infrastructure Oversight Board, Landlord-Tenant Commission, Park, Recreation, and Community Services Board, Planning Board, Police Commission, Senior Citizen Board, Sustainable Burbank Commission, Transportation Commission, Youth Board	103,703
City of Glendale	13	Arts and Culture Commission, Audit Committee, Building and Fire Board of Appeal, Civil Service Commission, CDBG Advisory Committee, Design Review Board, Glendale Water and Power, Historic Preservation Commission, Park Recreations and Community Services, Planning Commission, CSW Commission, Transportation and Parking Commission, Sustainability Commission	200,232
City of San Fernando	6	Disaster Council, Education Committee, Parks Wellness & Recreation, Planning and Preservation, Senior Citizens, & Transportation and Safety.	23,946
City of Duarte	7	Economic Development Commission, Parks and Recreation Commission, Planning Commission, Public Safety Commission, Public Services Commission, and Traffic Safety Commission	21,559
City of Sierra Madre	6	Community Services Commission, Energy, Environment, and Natural Resources Commission, Library Board of Trustees, Planning Commission, Senior Community Commission	10,932
City of Ontario	7	Development Advisory Board, Historic Preservation Subcommittee, Library Board of Trustees, Museum Board of Trustees, Planning Commission, Recreation and Parks Commission, Zoning Administrator	176,760

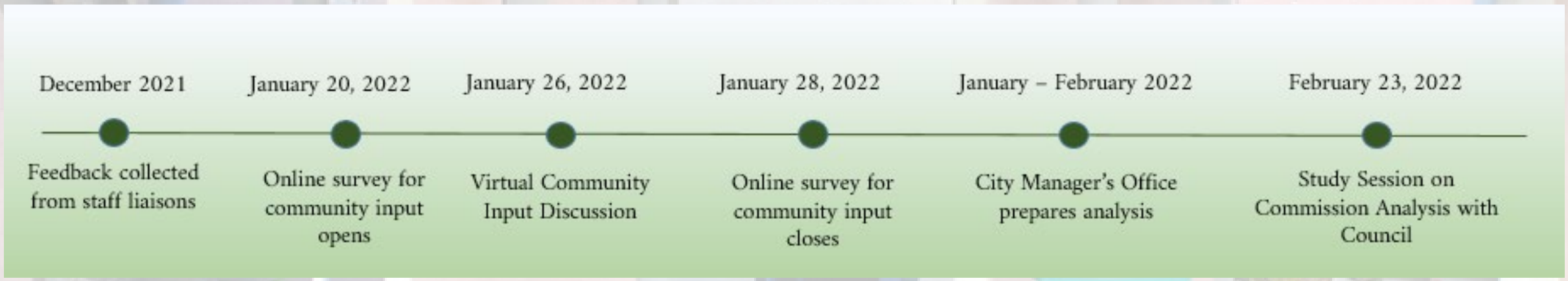


City Council Commission Study Session

February 23, 2022 / 6PM

Prepared By: The Office of the City Manager

Background


December 2021
Feedback collected from staff liaisons
January 20, 2022
Online survey for community input opens
January 26, 2022
Virtual Community Input Discussion
January 28, 2022
Online survey for community input closes
January – February 2022
City Manager's Office prepares analysis
February 23, 2022
Study Session on Commission Analysis with Council

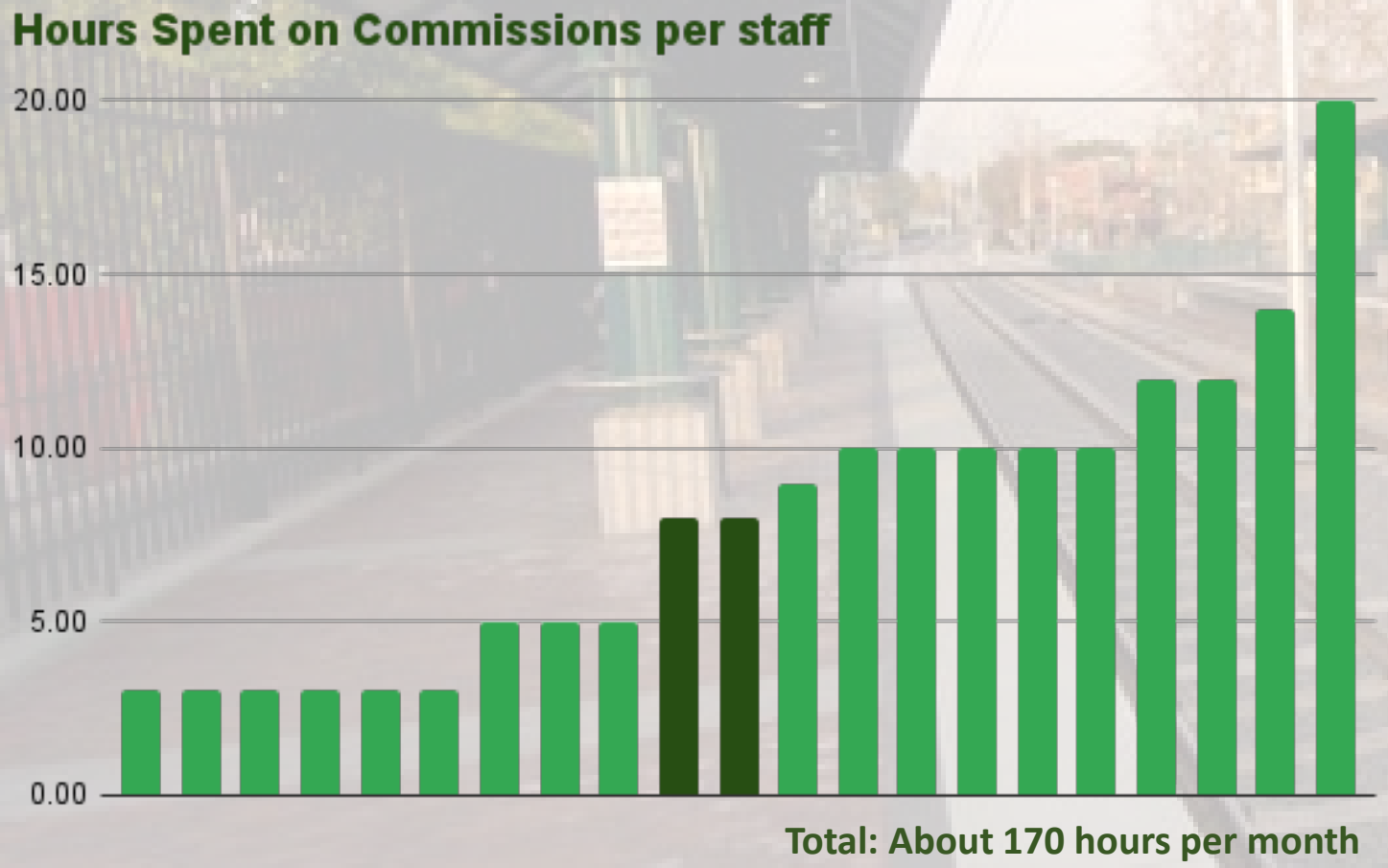
City Council Commissions / Boards
January 2021 to December 2021
1. Animal Commission *Pending Review*
2. Cultural Heritage Commission
3. Design and Review Board
4. Finance Commission
5. Mobility and Transportation Infrastructure Commission
6. Library Board of Trustees
7. Natural Resources and Environmental Commission
8. Parks and Recreation Commission
9. Planning Commission
10. Public Arts Commission
11. Public Safety Commission
12. Public Works Commission
13. Senior Citizen Commission
14. Youth Commission
15. Fourth of July – Festival of Balloons Committee
16. South Pasadena Tournament of Roses Committee

City Council Ad Hoc Committees
January 2021 to December 2021
1. Ad Hoc Committee: City Council and South Pasadena Unified School District
2. Ad Hoc Committee: Finance *Pending Review*
3. Ad Hoc Committee: Mission-Meridian Village Subcommittee (08/14/2013)
4. Ad Hoc Committee: Implementation, Caltrans Surplus Properties Disposition Replaced “Leg” and “non-leg” committees by council action on 12/1/2021
5. Ad Hoc Committee: Recreation leased facilities
6. Ad Hoc Committee: South Pasadena Chamber of Commerce – Legislative
7. Ad Hoc Committee: South Pasadena Chamber of Commerce - Economic Development
8. Ad Hoc Committee: South Pasadena Chamber of Commerce – Chamber Board
9. Ad Hoc Committee: Economic Development *Pending Review*

Staff Liaison Feedback

- The Animal Commission was responsible for well-received annual events, and could be incorporated into a Community Services Commission.
- On average, the Parks and Recreation Commission runs for 35-45 minutes. Meetings as needed would be helpful to reduce staff time.
- The Senior Commission is able to go months without meetings due to lack of discussion items.
- The Youth Commission often does not have many topics to discuss, and Commissioners have not attended many City events. The City has experienced difficulty in recruiting for Commissioners.
- The Public Works Commission provides Public Works updates to Commissioners when meetings do not have lengthy agendas.
- The Public Safety Commission discusses Police related-issues for about 90% of items.
- Public Art Commission has significant overlap with the Planning Commission.

Staff Liaison Feedback: Data

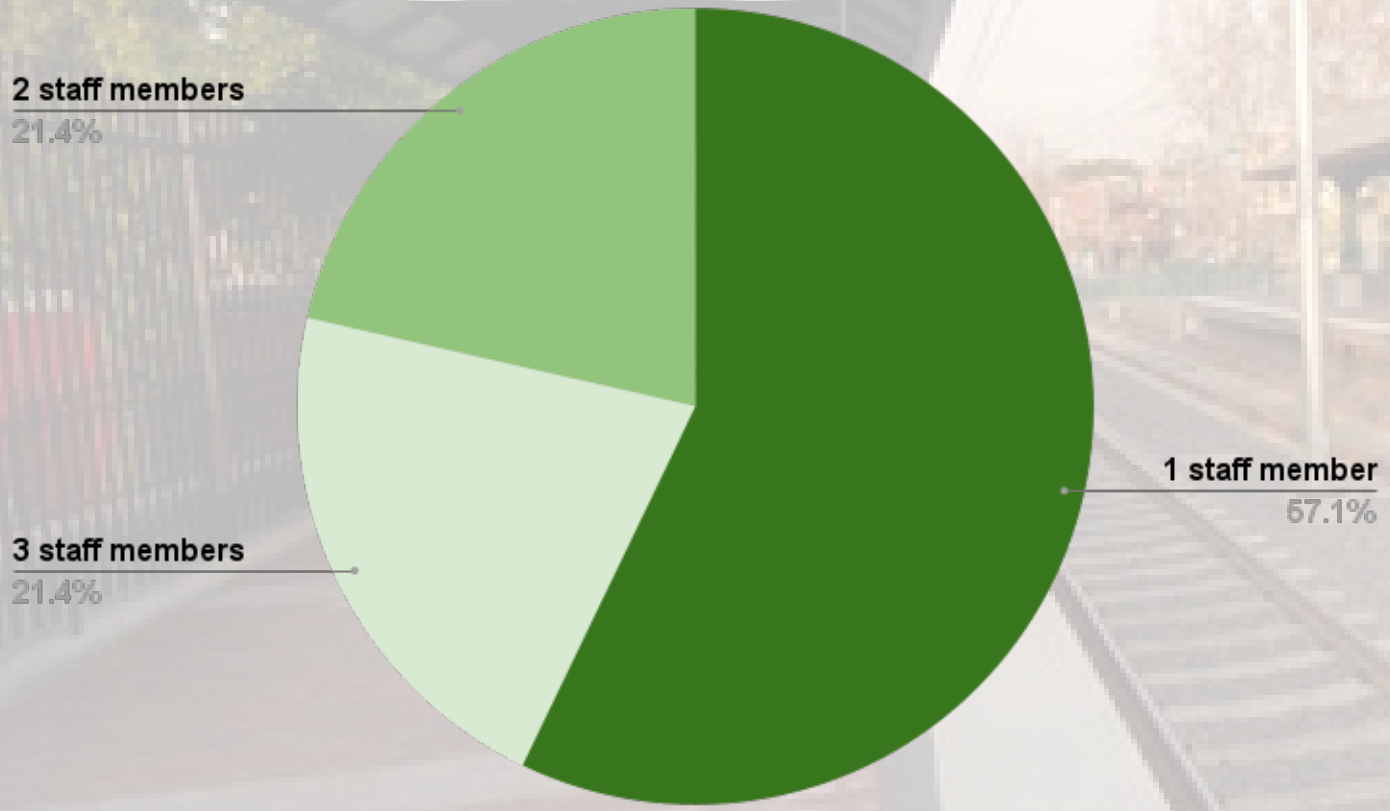


The bar graph displays how many hours are spent per staff liaison each month to produce work for each Commission.

- On average, each staff member is spending 8 hours on Commission related work.

11 - 60
19 - 38

Staff Liaison Feedback: Data



The pie chart displays how many staff members produce work for each Commission.

- 8 Commissions have 1 staff member (57.1%)
- 3 Commissions have 2 staff members (21.4%)
- 3 Commissions have 3 staff members (21.4%)

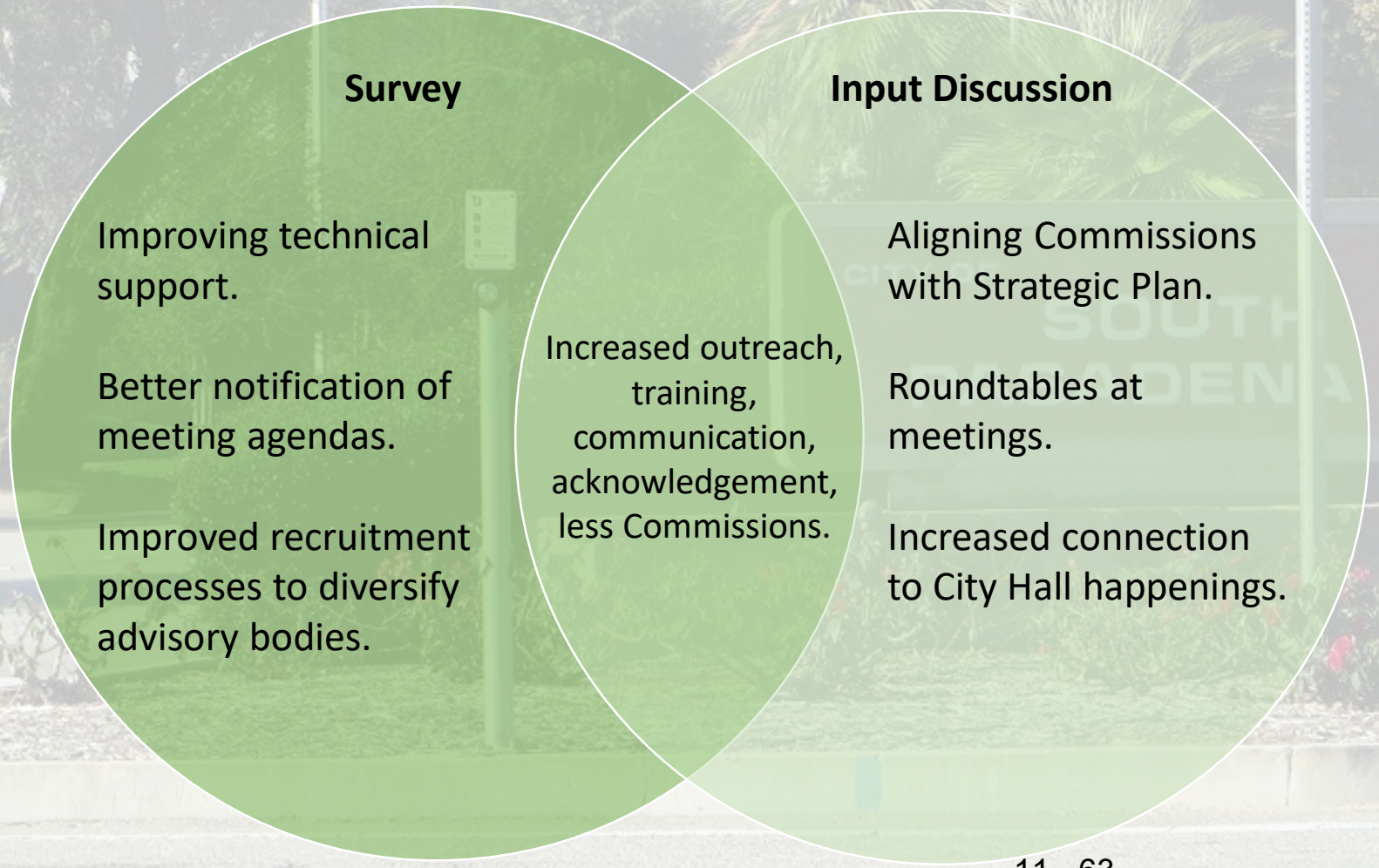
11 - 61
19 - 39

Specific Departments

Community Development	Public Works Department	Community Services Department

• With 4 Commissions under their purview, the Department is totaling 38 hours per month on Commission related work, or 50% of a full-time staff member's schedule.
 	
• Other workload:
  • 70 Planning Development cases (above average)
  • 40-50 ADU
	• With 3 Commissions under their purview, the Department is spending about 30 hours per month on Commission related work.
	
	• The Public Works Assessment that was received a filed by City Council in December 2021 revealed recommendations for Public Works to consolidate their current 4 Commissions to reduce workload issues.
		• With 3 Commissions under their purview, the Department is totaling about 30 hours per month on Commissions related work.
		
		• The Youth Commission has had recruitment difficulties and the Senior Citizen Commission is able to meet for 30-45 minutes to go through their agenda for the month. This causes increased workload for staff that is preparing agendas and minutes for these meetings.

Community Feedback



City Comparative Analysis

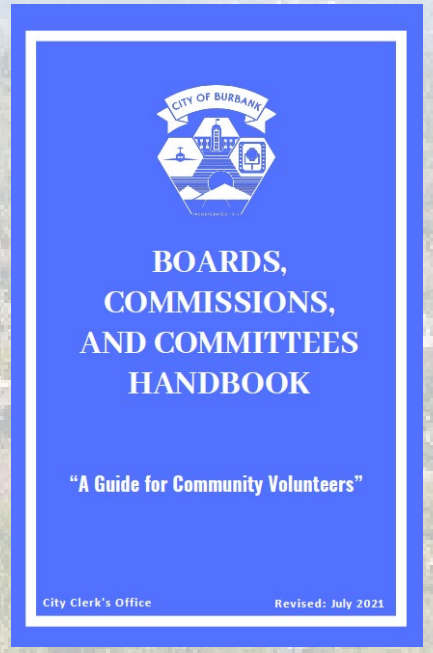
Comparison Cities	# of Commissions	City Population (2019)
City of Alhambra	12	84,647
City of San Gabriel	6	40,143
City of Rosemead	4	54,282
City of Pasadena	20	141,258
City of Burbank	About 20	103,703
City of Glendale	13	200,232
City of San Fernando	6	23,946
City of Duarte	7	21,559
City of Sierra Madre	6	10,932
City of Ontario	7	176,760

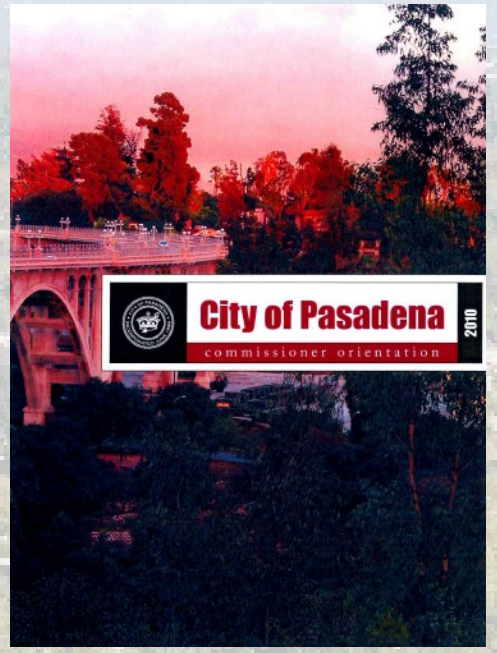
Observations:

- Larger cities (by geography and population) have fewer numbers of commissions, or consolidated commissions with wider scopes of topics.
- Cities of similar size to South Pasadena typically have 6-7 Commissions, while larger cities have about 13.

City Comparative Analysis: Best Practices

Training Guides:





Training Guides in other cities include information on the structure of Commissions, their role and authority, information on City functions, City facts and figures, Ethics training, Brown Act training, and other onboarding information.

11 - 65
19 - 43

Analysis/Discussion

A study of the existing commissions has revealed some overlap in function and focus, which can translate to the consolidation of existing advisory bodies with similar purviews.

While the City's departments are almost fully staffed, staff has significant backlog to address in addition to the day to day operations, and as such, an opportunity to create efficiencies in Commission related workload will be effective and have significant impact on workflows and work output.

In addition, common themes throughout this analysis have shown a need for additional resources both for staff and Commissioners to create more effective processes.

Recommendations

- Consolidate the Public Works and the Mobility and Transportation Infrastructure Commissions to a seven-member Mobility, Transportation and Infrastructure Commission;
- Dissolve the Animal Commission;
- Dissolve the Youth Commission;
- Consolidate the Animal, Youth, Senior Citizen and Park and Recreation Commission scopes of work to create a seven-member Community Services Commission, and reserve at least one seat each for members of youth and senior citizen populations;
- Create an annual Animal Events Steering Committee within the Community Services Commission to focus on “Doggy Days” and “Be Kind to Animals Day” and other programming;
- Absorb the Public Art Commission into the existing Planning Commission;
- Dissolve the Finance Ad Hoc Committee; and
- Dissolve the Economic Development Ad Hoc Committee.

Alternatives

- Consideration of the frequency of Commission meetings for Commissions with lighter workloads to meet on a quarterly or as-needed basis.

- Should there be interest in furthering a discussion such as the creation of an all-encompassing Social Services Commission focused on mental health, homelessness, equity and/or other topics relevant to the Community that are not part of any existing body's scope of work, City Council may consider staff's recommendations and improvements provided herein, and direct staff to return in the next 12 months for further discussion.

Next Steps

1. City Council to discuss and provide direction to staff on staff recommendations; or

2. City Council to discuss and request further information or provide different direction to staff on this topic;

3. Based on City Council direction, staff will bring back an item on implementation and Commissioner appointments.

Q & A

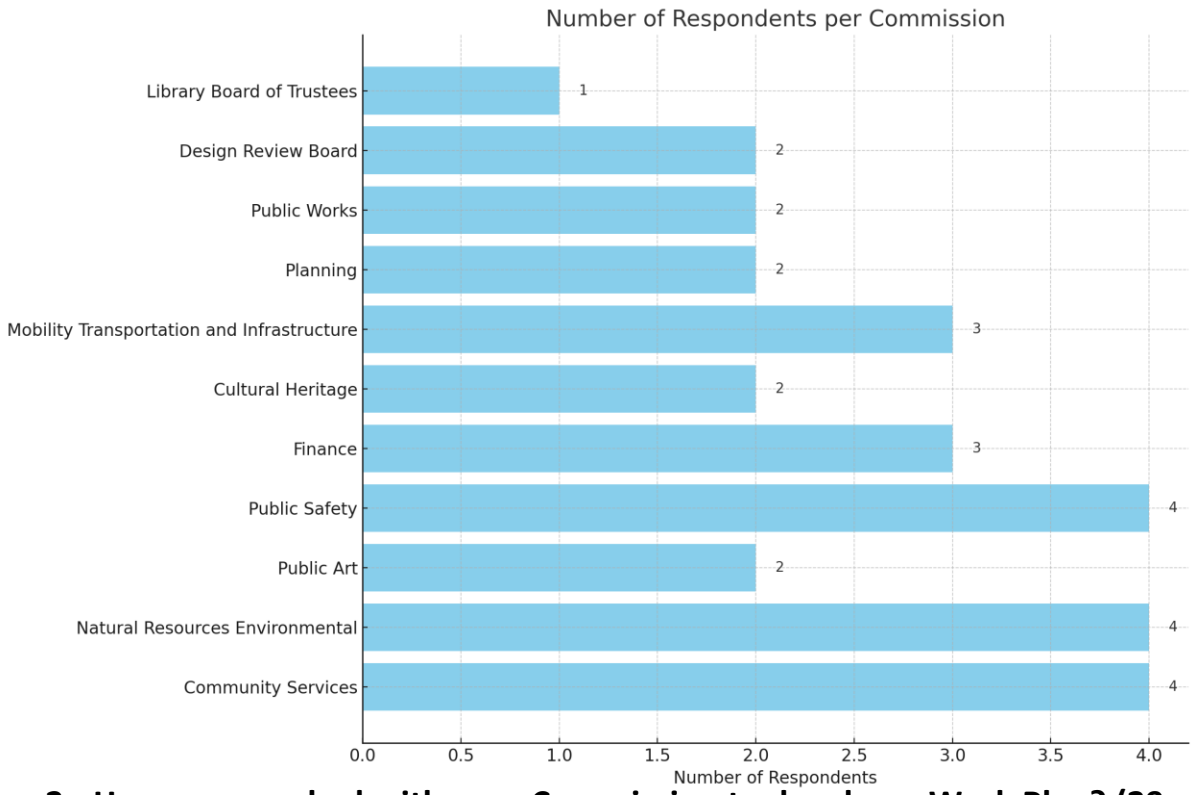


Thank you!

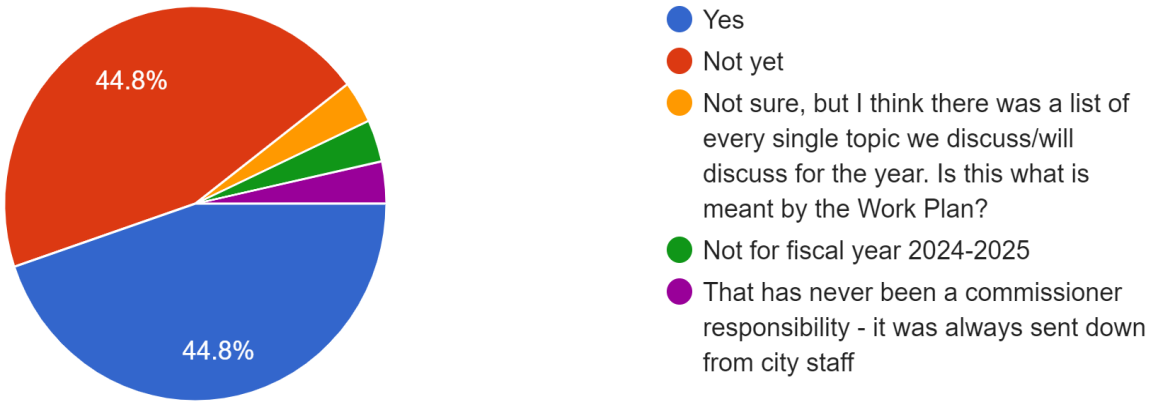
Commissioner Survey: Summary of Results

Description: This survey that was open from May 3, 2024 – June 1, 2024 included 6 questions that captured which Commission respondents serve on, takes a look at the Commission Work Plan development process, provided options for consolidation opportunities, and included general open-ended feedback. The survey solicited 29 responses.

1. **Which Commission do you currently serve on? (29 responses)**



2. **Have you worked with your Commission to develop a Work Plan? (29 responses)**



3. If yes to the above: How have you or your Commission developed this Work Plan? (14 responses)

- We discuss both prior activities we did not get to, review zeitgeist principles for a potential fit, and look to our council-approved plans to align
- It's based on our Green Action Plan/Climate Action Plan, adjustments are made if regulatory requirements change.
- Cooperatively among the Commissioners and the Director of Public Works.
- Minor feedback to PW's own work plan draft
- Usually we have one meeting with an agenda item to prioritize topics for the year. They are usually drawn from a discussion about adopted planning documents.
- I would not categorize it as working together - this is a review of a presentation.
- We looked at what we'd done in years prior and discussed potential properties, projects for the coming year
- Staff summarizes the commission's accomplishments of the past year and suggests three goals for the coming year. Then commission then modifies these goals as necessary.
- The work plan and subsequent agenda requests discussed by the Commission during 2023-2024 FY have been systematically ignored. The Finance Director repeatedly chose to ignore the Commission's direction and refused to provide items that were required to be reviewed by the Commission per the City's financial policies.
- We looked at past work plans and built off those based on the current and future city needs, such as housing policy changes.
- Collaborative effort with Library Director and trustees
- We reviewed key goals and pending items. We also factored in requests presented by residents.

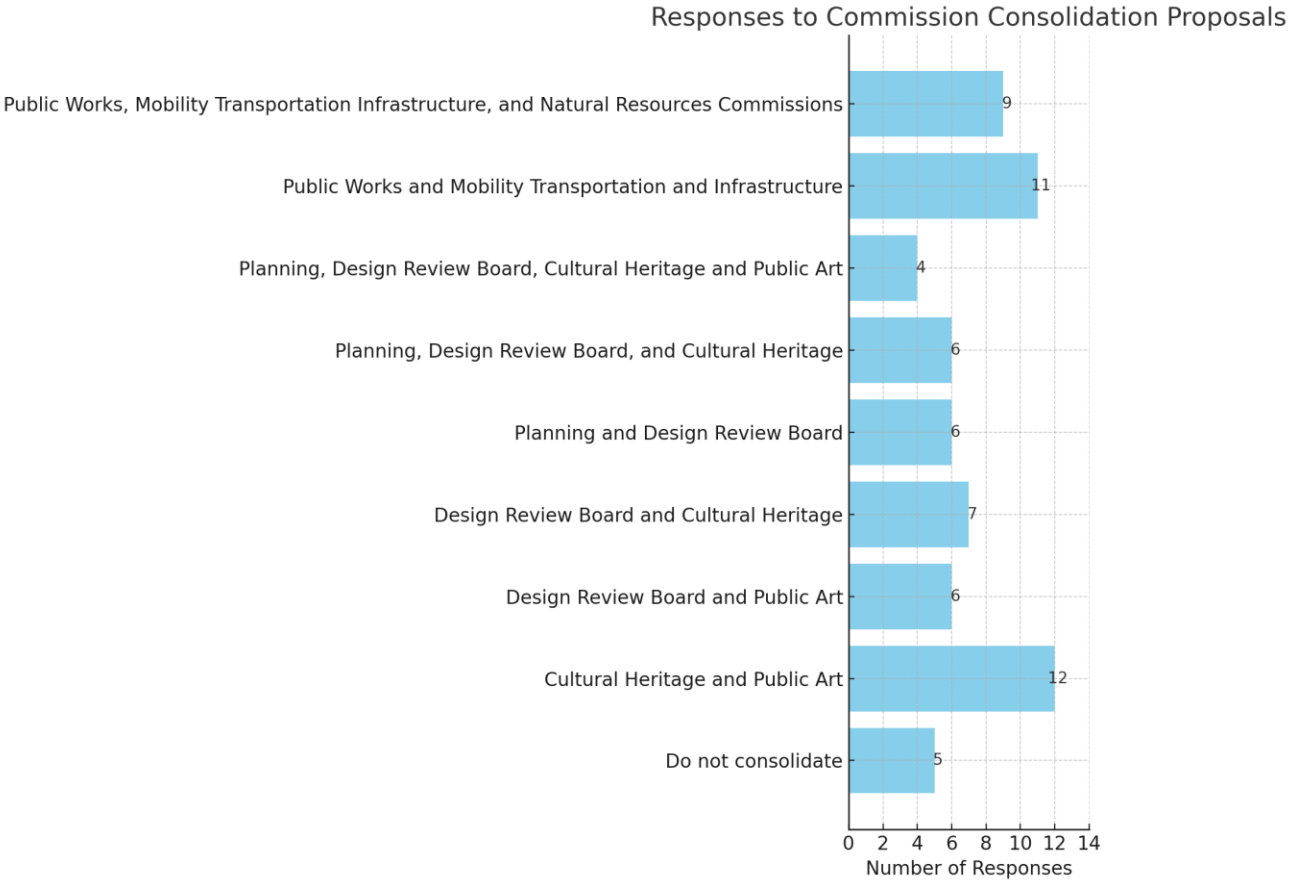
4. Do you have any feedback on the process to develop a Work Plan for Fiscal Year 2024? (17 responses)

- No
- its very difficult without much staff resourcing to accomplish most of what we would like to push into a work plan, and that has forced us to be very conservative in our approach
- Maybe personal interviews with each Commissioner to find out what is important to each one of them and how we can implement the plan
- Needs to be constantly evolving.

- no
- The Work Plan is a good idea, but there has to be flexibility to add in new issues that arise, such as a perceived safety issue at a location following a serious collision. Transportation safety and operational issues often need to be addressed promptly in response to public concerns and cannot be dismissed or scheduled indefinitely into the future just because they were not in the Work Plan.
- No.
- I like the way it works, but the problem is that the council does not always welcome the advice of commissions. One idea would be for the council agree on its priorities for the commission in the coming year. That could be communicated to commissions for consideration.
- This is not a development process. This is the review of a presentation. See additional recommendations below.
- I would need some background on past Work Plan developments in order to make an intelligent response.
- While I appreciate staff's assistance by suggesting three goals, I think that part of the work plan should start as a blank page and that the commissioners should suggest what goals they want to achieve in the coming year. I say that because when the topic of commission reform has been on the Council's agenda recently, there have been some public comments from former commissioners who perceive the work of the commissions to be staff-driven rather than self-driven. While I don't agree with that perception personally, I think having commissioners generate the goals would help to counteract it. I believe having effective commissions is a team effort. Staff has a role to play. Legal counsel has a role to play and the commissioners have a role to play and these roles should be clearly defined and mutually understood. By having staff generate the commission's goals, it kind of lets commissioners avoid having meaningful discussions about goal setting because it is too easy to just default to the goals staff provided.
- Commissioners need to be a part of work plan development and MUST be allowed to add items to the agenda.
- I proposed to our commission chair that he work with Sheila to be more proactive in creating the plan and yearly roadmap.
- Work Plans should be SMART - Specific, measurable, achievable, and time-bound. I feel some of the Commissions' Work Plans tend to be vague and simply 'recycled' from past years.
- yes

- I would like to see more alignment between the proposed work plans and the budget. I would also like to see the work plan be a more from the "commission" effort. The most recent plan was presented as almost a "done deal." This was not the case in the past.
- Not at this time but would like to help develop a work plan.

5. Please select possible consolidation opportunities that you believe would benefit the community (26 responses):



6. As staff continues to analyze Commissions, do you have any of your own recommendations for further efficiencies? (i.e. consolidation, further training, more recognition efforts, etc.) (18 responses)

- No
- it is a difficult balance, to have efficiency and time mgmt on one side, and thoughtful careful analysis in a detailed way. To not burn out staff and council, but also allow for detailed vetting. To potentially alleviate staff burnout, when recommendations/actions

have been approved by a commission, it would make sense for a commission representative to help present to council for the reasoning behind it. Staff are put in a precarious position of trying to present/defend a decision to council while maintaining neutrality. This doesn't abdicate staff from showing up and presenting, but they are often getting the ire of council/public, and cant always express the validity of those commission decisions.

- Hire a full time City Arborist. There is too much conflict of interest when the City arborist is also contracted for maintenance and removals. I think it would actually save the City money and make for a healthier urban forest.
- Further training on our responsibilities, and maybe a written role description for Commissioners
- N/A
- no
- Consolidation of the Mobility and Transportation Infrastructure with any other Commission would not achieve any efficiency. Transportation issues are witnessed and experienced by virtually all members of the public who have an opinion or issue that they wish the City to address. It is quite different from public works infrastructure which is generally static, below ground and unseen. MTIC needs to be a separate commission.
- Further training and information related to the scope and authority of the commissions would be helpful. Additionally, finding more opportunities to engage with the community on behalf of the City.
- Hiring more staff would help.
- Training, shared folders/documents so that there is a body of knowledge for commissioners to access. Clearer definition of work flows behind how agendas are set.
- When making appointments to Commissions, the Mayor should ask city staff what qualifications would help to expedite project review for Commission vacancies- ie, architects or engineers or artists or planners. Also, efforts should be made to try to better reflect the city as a whole- younger, more actively involved folks. I know people who work full time are not likely to have much time to serve but staff can help w/ comprehensive and clear staff reports, etc.
- I think commissioner training is critical for continuous improvement, particularly in the areas of law and environmental review. Sadly, in today's society, I think there is a need to train commissioners on how to effectively handle individuals who seek to disrupt meetings or refuse to adhere to expectations of civility. Lastly, whatever the City can do to educate the public about the roles and responsibilities of our commissions would be

appreciated, as there is often widespread ignorance or misunderstanding among residents, leading to misperceptions and misinformation.

- There needs to be a wholesale shift in culture by city management in order for the commissions to become efficient and effective. The commissions should be viewed as active, working bodies rather than a passive audience for department power point presentations. They should be reviewing reports, process, and performance metrics, asking tough questions, providing feedback, and making recommendations at every single meeting.
- The commission meetings should be more collaborative and the city staff providing information should submit their reports in a written format. Meetings should be discussion and topic based. Any "report and file" items should be reported and filed in a written format.
- It seems more efficient to consolidate commissions; increase seats on commissions to 7 total; limit terms to 1 year with the possibility of reappointment up to 3 years (more community members may serve); require a variety of local professionals from various specialties (e.g. residential architect, commercial architect, urban planner, artist, civil/structural engineer, real estate developer, and layman for a combined 'Planning Commission' -or- mortgage broker, financial planner, real estate developer, insurance broker, wealth manager, accountant, and layman for the Finance Commission); make the commissioner selection process public and increase marketing efforts- currently the selection process appears to be biased and favors those who have been on Commissions for years ('lifers') or friends of City Council members. In addition, tighten up the agenda items list of Commission meetings to those items that truly require public input and are not subjective in nature. Commissions have the perception of being biased and subjective based on individual Commissioner's opinions. Often this subjective approach can have unintended consequences, such as added costs and time delays, particularly on Commissions that don't have 'experts' or professionals. Streamlining is paramount to make the City run more efficiently. Additionally, cross-training between commissions may help. The only events that provide connection between Commissions is the Commissioner's Congress and the Brown Act Training, both which are not very effective in creating educational opportunities and dialogue between the various Commissions. Additionally, a monthly or quarterly marketing campaign or newsletter that highlights high level topics and decisions would benefit not only the Commissioners, but the general public as well.

- let the Commissions do their job-provide support and input. City Council needs to listen more to Commission suggestions.
- You do not need to consolidate. Many tasks that city personnel have taken on, can be handled by the commissions themselves, such as developing agendas, taking minutes, etc. One way to consolidate is to host meetings on the same day. For example, the Public Works Commission meeting on a specific day from 5:00 p.m. to 7:00 p.m. followed by the Mobility, /transportation and Infrastructure Commission from 7:00 p.m. to 9:00 p.m. This would reduce time for the city attendee and would keep meetings from running long.
- Further training would help.

Current Commission and Scopes of Work

Commission	Current Scope of Work Summary
Community Services	• 7 member body • Advisory to City Council on parks, recreation, use of City facilities, programs, improved services and interests of youth and senior populations.
Cultural Heritage	• 5 member body • Advisory to City Council on identification, retention, and preservation of landmarks and historic districts.
Design Review Board	• 5 member body • Advisory to Planning Commission and represents professions of architecture, landscape, interior design, graphics, and related fields.
Finance	• 5 member body • Advisory to City Council, City Treasurer, and Finance Department on financial, budgetary, banking, accounting, licensing, and treasury management.
Library Board of Trustees	• 5 member body • Advisory to City Council on Library's needs and traditions, assists with promoting Library interests, and supporting funding levels and policies that govern the operations of the Library.
Mobility Transportation & Infrastructure	• 5 member body • Advisory to City Council on mobility policy matters related to traffic management, transit, multi-modal transportation, active transportation, parking, and regional matters.
Natural Resources Environmental	• 7 member body • Advisory to City Council in energy, science, technology, and natural resources, also assisting in planning and environmental programming. Conducts tree removal hearings when needed.
Planning	• 5 member body • Advisory to City Council on matters pertaining to subdivisions, zoning, parks and boulevards, beautification, and physical development.
Public Art	• 5 member body • Review and approval of public art projects associated with the Public Art Program.

Public Safety	• 7 member body • Advisory to City Council on public safety personnel and City's existing emergency response capability.
Public Works	• 5 member body • Advisory to City Council on policy matters related to non-transportation infrastructure including water, sewer, stormwater, buildings and City facilities, regional non-transportation funding and planning; and provides input on infrastructure policies and plans such as the utility and infrastructure CIP items (non-transportation), Integrated Water and Wastewater Resource Management Plan, Safe Clean Water and Measure W Plans, Facility Assessment Plan, and more.

Possible Consolidations and Scopes of Works Based on Commission Survey

Commission Combination(names not determined)	**Possible Scope of Work**

Planning, Design Review Board, Cultural Heritage, and Public Art	• 7 member body with at least two representatives each from Planning, Design Review, Cultural Heritage, and one Public Art representative.
	• Advisory to City Council on:
	  ○ Identification, retention, and preservation of landmarks and historic districts.
	  ○ Architecture, landscape architecture, interior design elements, graphics, and related fields.
	  ○ Subdivisions, zoning, parks and boulevards, beautification, and physical development.
	  ○ Art projects associated with Public Art Program.

Planning, Design Review Board, and Cultural Heritage	• 7 member body with two representatives from Planning, Design Review, and Cultural Heritage.
	• Advisory to City Council on:
	  ○ Identification, retention, and preservation of landmarks and historic districts.
	  ○ Architecture, landscape architecture, interior design elements, graphics, and related fields.
	  ○ Subdivisions, zoning, parks and boulevards, beautification, and physical development.

Planning and Design Review Board	• 5 member body with at least two representatives from Planning and Design Review.
	• Advisory to City Council on:
	  ○ Subdivisions, zoning, parks and boulevards, beautification, and physical development.
	  ○ Architecture, landscape architecture, interior design elements, graphics, and related fields.

Design Review Board and Cultural Heritage	• 5 member body with at least two representatives from Design Review and Cultural Heritage.
	• Advisory to City Council on:
	  ○ Identification, retention, and preservation of landmarks and historic districts.
	  ○ Professions of architecture, landscape, interior design, graphics, and related fields.

Design Review Board and Public Art	• 5 member body with at least two representatives from Design Review and Public Art.
	• Advisory to City Council on:
	  ○ Professions of architecture, landscape, interior design, graphics, and related fields.
	  ○ Art projects associated with Public Art Program.

Cultural Heritage and Public Art	• 5 member body with at least two representatives from Cultural Heritage and Public Art
	• Advisory to City Council on:
	  ○ Art projects associated with Public Art Program.
	  ○ Identification, retention, and preservation of landmarks and historic districts.

Public Works, Mobility Transportation Infrastructure, and Natural Resources Environmental	• 7 member body with at least two representatives each from Public Works, MTIC, and NREC.
	• Advisory to City Council on:
	  ○ Policy matters related to transportation and non-transportation infrastructure including water, sewer, stormwater, buildings and City facilities, regional non-transportation funding and planning; and provides input on infrastructure policies and plans such as the utility and infrastructure CIP items, Integrated Water and Wastewater Resource Management Plan, Safe Clean Water and Measure W Plans, Facility Assessment Plan, and more.
	  ○ Energy, science, technology, and natural resources, also assisting in planning and environmental programming. Conducts tree removal hearings when needed.

Public Works and Mobility Transportation Infrastructure	• 5 member body with at least two representatives each from Public Works and MTIC. • Advisory to City Council on: ○ Policy matters related to transportation and non-transportation infrastructure including water, sewer, stormwater, buildings and City facilities, regional non-transportation funding and planning; and provides input on infrastructure policies and plans such as the utility and infrastructure CIP items, Integrated Water and Wastewater Resource Management Plan, Safe Clean Water and Measure W Plans, Facility Assessment Plan, and more.

Commission Name	FY 23-24 Work Plan	FY 23-24 Accomplishments	FY 24-25 Work Plan
Community Services	The Work Plan of the Commission last year included selecting a Chair and Vice Chair, reviewing the Community Services Budget, and approving the field permits bi-annually.	• Approved 2 Memorial Healing Garden Applications • Approved 5 Youth Organization Field Permits • Approved Field Maintenance Schedule • Selected Concert/Move Subcommittee • Approved Updates to the Senior Center Policies and Procedures • Reviewed the San Pascual Stables Annual Report • Participated in the Transit Assessment Focus Group	• Library/Community Center Comprehensive Plan Ad Hoc Committee Member • Provide input, complete surveys, and attend community meetings for the Park Comprehensive Plan • Provide input, complete surveys, and attend community meetings for the Golf Course Comprehensive Plan • Community Engagement • Ribbon cutting for two pocket parks
Cultural Heritage	The Work Plan of the Commission last year included reviewing and updating the Cultural Heritage Ordinance to streamline the application process and encourage housing production, promotion of historic plaque program for landmark properties, promotion of Mills Act program by updating existing application and conducting outreach on the City's website.	• Reviewed 23 applications for residential and commercial projects. The CHC Chair and Vice-Chair provided feedback and assisted property owners with their projects. Approximately 70 Chair Review applications were processed. • Reviewed a Landmark Historic Designation for a single-family residence at 1209 Indiana Avenue. • Several CHC Ad-Hoc Committees were formed to assist property owners with projects, including, but not limited to, room addition projects, landmark applications, and Mills Act applications.	• Coordinate with city staff to review and update the Cultural Heritage Ordinance to streamline entitlement application process and encourage housing production. • Process three (3) Mills Act applications. • Produce a window/door handout for historic properties for public education.
Design Review Board	The Work Plan of the Board last year included providing comments to staff on potential Zoning code updates to streamline the application process, coordinating with staff to review and update design review applications, and providing comments on Draft Objective Development Standards for multi-family and mixed-use buildings.	• Processed 17 design review applications for residential and commercial projects. The DRB Chair provided feedback and assisted property owners with their projects. Approximately 53 Chair Review applications were processed. • Reviewed and approved exterior façade remodel and a new master sign program for a shopping plaza at the northwest corner of Fair Oaks Avenue and Monterey Road (former Vons Plaza). • The Design Review Board in conjunction with the Planning Commission held a special meeting to provide comments/direction to City consultant and City staff regarding the Draft Objective Development Standards (ODS) for multi-family and mixed-use developments.	• Provide comments to staff on potential Zoning Code update to streamline application process. • Coordinate with City staff to review and update design review applications including submittal requirements to ensure high-quality design while providing a user-friendly document. • Coordinate with City staff to continue refine the Draft Objective Development Standards (ODS) for multi-family and mixed-use developments.

Finance	The Work Plan of the Commission last year included understanding the Water Fund, understanding all funds including the Insurance Fund, and working with staff on sustainable revenues and expenditures.	The Commission accomplished review and approval of the Mid-Year Budget, increases involvement in Finance Procedures, collaboration with City staff on the budget process, and improved audit timelines.	Pending after this item was posted.
Library Board of Trustees	The Work Plan of the Trustees included continued comprehensive review of updates Library Administrative Policies, studied best practices in public Library design, including visiting new or recently remodeled public Libraries, actively engaged in the Master Site Plan planning process and served as ambassadors to the community to raise awareness on a remodeled Library.	The Trustees last year helped conduct outreach on the renewed Library Special Tax and the role it plays in supporting programs and services, adoption of the 5-Year Library Strategic Plan (2023-27), and worked with staff on Library Administrative Policies updates.	Pending after this item was posted.
Mobility Transportation & Infrastructure	The Work Plan of the Commission included the Fremont/Huntington Mobility Project, Mission Slow Street Design, Annual Traffic Safety Update, and Pavement Management Program Planning.	• Fremont Avenue & Huntington Drive Corridor Planning Update • Slow Streets Project Development and Residential Streets Implementation • Annual Traffic Safety Assessment • Marengo Traffic Safety Assessment • State Route SR-110 Fair Oaks Interchange Project • Review of Development Projects and Transportation Impact Analysis Methodology • Street Improvement Plans • Measure M Projects	• Huntington/Fremont Mobility Project • Mission Street Slow Street Design • Annual Traffic Safety Update • Street Improvements, Pavement Program Planning, & SB1 List • Mobility Improvement Projects (MIP) Update • Development Project Update (if applicable) • Neighborhood Traffic Management Plan • Marengo Safety Assessment • Bike Plan (Mobility Plan) • Citywide Engineering Speed Study
Natural Resources Environmental	The Work Plan of the Commission included updates to the Tree Ordinance, review of the Building Electrification Reach Code, update to the Climate Action Plan Greenhouse Inventory, and continued City Tree Board hearings.	• Created the Plastics Reduction Ad Hoc Committee • Discussed improvements to the City's Tree Ordinance • Kicked off discussions on implementation of a building electrification reach code • Reviewed and discussed improvements to the City's Bicycle Master Plan and Bicycle Code • Reviewed and approved the FY 24-25 Water Conservation Program	• Climate Action Plan and GHG Inventory Update • SB1383/Organics Recycling Implementation • Building Electrification Reach Code • Tree Ordinance Update • Review and Approval of FY 25-26 Water Conservation Program

		• Continued monitoring and Green Action Plan and Climate Action Plan implementation • Conducted 2 tree hearings	• Implementation of new Water Conservation Programs: Greywater Rebate, Multifamily Clothes Washer Rebate, etc. • Huntington Drive Stormwater Environmental Geotechnical and Design Study Review • Civic Center Electrification – EV Charger Rate Study Review • Bike Plan Update • Plastics Ad Hoc Committee – City Zero Waste Policy, etc. • Tree Hearings as Needed
Planning	The Work Plan of the Commission included reviewing and providing input on the General Plan update and the proposed Downtown Specific Plan, implementing applicable programs identified in the adopted Housing Element, and reviewing the Draft Objective Development Standards for multi-family and mixed-use projects.	• Reviewed the City's General Plan, new Downtown Specific Plan (DTSP), and Zoning Code/Map Amendments, including, but not limited to, creation of a mixed-use overlay zoning district, increased residential density in various zoning districts, and updated inclusionary housing requirements. • Reviewed or provided comments to staff on several other long-range planning projects. The Commission advised and commented on the proposed Inclusionary Housing Ordinance in-lieu fee and the Draft Objective Development Standards for multi-family and mixed-use projects. • Reviewed and approved several Conditional Use Permit (CUP) applications to support local business community while minimizing any potential adverse impact to surrounding area. The approved projects included a new convenience store for a service station at 1400 Mission St., a concert venue at 1020 El Centro St., a new restaurant at 702 Fremont Ave., and several CUPs allowing existing restaurants to serve alcoholic beverages.	• Implement applicable programs identified in the Adopted Housing Element. Review the latest State laws and update city's Zoning Code accordingly. • Review and comment on future Zoning Code Amendments relating to streamline application process for residential or commercial projects. • Coordinate with City staff to continue to refine the Draft Objective Development Standards (ODS) for multi-family and mixed-use developments.
Public Art	The Work Plan of the Commission included producing a roster of local artists as a resource to developers seeking to fulfill the City's Public Art Development requirement with an on-site art installation, creating a catalogue of existing public art in the City,	• An ad-hoc committee of the Public Art Commission conducted best practices research and drafted three sections for the Handbook of Policies and Procedures for the City's Public Art Program: Selection Criteria for Artists, Artists' Call Processes, Artwork Selection Criteria and Processes.	• Produce a Roster of Local Artists (eg. Based in Southern California with a preference for South Pasadena) as a resource to developers seeking to fulfill the City's Public Art Development requirement with an on-site art installation.

	and finalizing the City's Public Art Program Handbook for City Council approval.	• The Commission considered a proposal to include creative crosswalks in the City's safe streets program.	• Finalize and present the City of South Pasadena's Public Art Program Handbook to City Council for approval. • Propose a short list of public art installation sites for City Council consideration. • Evaluate on-site public art proposals as needed. • Monitor the Public Art Program Fund balance and recommend programmatic expenditures when appropriate.
Public Safety	The Work Plan of the Commission included working on a Home Outreach and Housing Update, outreach on the Paramedic Subscription Program, School safety programs, and completion of the Police Department Organizational Assessment.	• Fire Department Facilities updates to the City's Emergency Operations Plan and Local Hazard Mitigation Plan • Police Department Implements Electric Vehicel Fleet • Police Department Assessment	• Raftelis Consultant Police Department Assessment • Homeless Outreach and Housing Update • CERT/Map Your Neighborhood/GIS Presentation • Paramedic Subscription Program • Police and Fire Annual Reports • Fire Prevention and Safety • School Safety • Earthquake and Disaster Preparedness • Public Safety Commission Annual Report
Public Works	The Work Plan of the Commission included recreational facilities improvements including pocket parks, the Driving Range, and Snake Trail. Sewer system repair , rehabilitation, and replacement, and construction at San Pascual and City Hall stormwater projects.	• Recreational Facilities Improvements • Westside Reservoir Design • Sewer System Repair, Rehabilitation, & Replacement • Update on Street Improvement Plans	• Pavement Management Plan Review • Sidewalk Improvement Program • Westside Reservoir Preliminary Design Report • San Pascual Construction Update

Feedback During Commission Meetings in May 2024

Commission Meeting	Feedback from May 2024 Commission meeting
Community Services (5/7/24)	• One Commissioner mentioned not knowing too much about other Commissions to chime in on consolidation. • Some mentioned working with the City Council to create possible new advisory bodies.
Cultural Heritage (5/16/24)	• Planning, Design Review Board, and Cultural Heritage Commission together would be too long of meetings. • There is possibility to consolidate possibly two. • Mention of Public Works and Mobility Infrastructure Transportation Commission consolidation by one Commissioner. • Feedback to also reach out to public participants such as architects.
Design Review Board	• Cancelled meeting 6/5/24
Finance (5/30/24)	• Vice Chair commented on ensuring feedback submitted by staff regarding hours should include only Commission related work. • Vice Chair mentioned in regard to efficiencies, they would like to suggest improvements to the Commission presentation process where presentations align with information included in their review materials. • Vice Chair mentioned there should be a cadence on how reporting is provided, for example looking at various funds prior to the budget season.
Library Board of Trustees (5/9/24)	• No feedback.
Mobility Transportation Infrastructure (5/21/24)	• Chair of the Commission shared a previous way of doing things where Commissioners created agendas and minutes, and how this could alleviate staff time as a possibility. • Chair also shared the contributions of Commissioners being very valuable. • One Commissioner mentioned continued collaboration with the Public Works Director to ensure they are working together in meeting infrastructure needs and concerns.

Natural Resources Environmental (5/28/24)	• One Commissioner expressed that environmental commitment is part of the City's priorities, and that should be considered in this process. • One Commissioner suggested that the City could potentially include a Commissioner or Committee within the Public Works Commission dedicated to environmental priorities to avoid consolidation. • Vice Chair of the Commission suggested that the City prioritize integrating more youth commissioners into each Commission.
Planning (5/14/24)	• No feedback.
Public Art (5/20/24)	• Chair of the Commission shared support needed from staff and beyond to look at public art policies as this relates to the Work Plan of the Commission.
Public Safety (5/13/24)	• Some of their issues align with other Commissions such as Public Works, and one Commissioner recommended joint meetings on overlapping topics. • One Commissioner previously served on the now dissolved Animal Commission, and expressed that if consolidation does occur, for Commissioners to be in the loop of any changes early on.
Public Works (5/8/24)	• Chair of the Commission would like to explore the feasibility of receiving presentations concurrently with the Mobility Transportation Infrastructure Commission, since sometimes these presentations are duplicated.

Commission Analysis Revisit

June 18, 2024

Prepared By: City Manager's Office

City of SOUTH PASADENA

Background

2022 Analysis → May 1, 2024 → Present

Direction to come back to the City Council with

- Further input
- Scope of works analysis
- FY 24-25 Work Plans and process
- Ways to maximize engagement and efficiencies

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Current Analysis

Angle of Analysis	Methodology
Further input from Commissioners	• Online Survey open from May 3, 2024 – June 1, 2024 • City staff presented at City Commission meetings in person during the month of May • Two virtual input sessions for Commissioners on May 13 and 16, 2024 • One-on-one phone calls with Commissioners
Possible merged scopes of work for variations of Community Development and Public Works consolidations	• Venn Diagrams exploring similarities and differences of scope of work descriptions • Feedback from survey and staff on possible consolidations
FY 2024-25 Work Plans and their development process	• Chart of most recent Work Plans • Feedback from survey and staff on work plan process
Maximization of City engagement	• Analysis of major City initiatives and how to connect to Commission related work
Exploration of best practices	• Surveying of surrounding or similar Cities to understand best practices.

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Commissioner Input: Survey

- 29 responses on Commissioner survey – 50% participation
- Questions about Work Plan Development, possible consolidation opportunities, and overall open-ended feedback

Summary:

- About 43% of respondents have not worked on developing a Work Plan yet, while about 46% have.
- There are various processes in which Work Plans are developed, including the following:
  - 3 mentions of utilizing City Council approved plans and documents to align efforts
  - 4 mentions of utilizing previous Work Plans and accomplishments
  - 2 mentions of collaborative effort between Director of the Departments and Commissioners
  - 2 mentions of lack of collaboration

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Commissioner Input: Virtual Input Meetings

- May 13 and 16, 2024.
- In total, 7 Commissioners including Commissioners from Community Services, Design Review Board, Finance, Mobility Transportation Infrastructure and Public Works joined to provide feedback.
- Discussion and feedback included:

  • Concerns about the effectiveness of commissions due to inadequate training, the structure of agendas, and the quality of presentation materials.

  • A need for more consistency between items discussed in commission meetings and those that progress to City Council meetings.

  • Suggestions for improving the commissioner onboarding process to provide clearer scopes of work.

  •A call for more discussions and actionable items instead of mere approvals.

  •More collaboration between Commissioners.

City of SOUTH PASADENA

Commissioner Input: Commission Meetings

- Staff attended all Commission meetings during the month of May 2024
- Feedback detailed in the staff report included:

•A commissioner from the Community Services session noted a lack of familiarity with other commissions, which could hinder informed discussions about consolidation.

•Several commissioners suggested that combining the Planning, Design Review Board, and Cultural Heritage Commission could lead to overly lengthy meetings.

•There was support for potentially consolidating the Public Works and Mobility Transportation Infrastructure Commissions, though opinions on this were mixed.

•And more

Staff Input

•Long-term benefits of consolidating the Design Review Board and Planning Commission.

•Administrative advantages of merging the Public Works Commission with the Mobility Transportation Infrastructure Commission.

•The necessity of maintaining oversight of cultural preservation and environmental priorities, such as tree hearings, as mandated by the City's Municipal Code.

Work Plans

FY 24-25 Work Plans are developed by staff developing goals that align with the City's Strategic Plan, utilizing previous Work Plans, and presenting those for Commission discussion and consideration.

According to the Commissioner Survey:

- 42% have worked on a Work Plan while 46% have not
- Some respondents sharing a collaborative approach while some sharing their may be more collaboration.

Current Efforts

- City Website Application (new)
- Commissioner Handbook
- Trainings
  - Brown Act
  - Ethics

Recommendations

•Discuss potential consolidation of the Design Review Board with the Planning Commission and the Public Works with the Mobility Transportation Infrastructure Commission.

•Consider aligning commissioner appointments with the fiscal year to streamline work plan development.

•Continue exploring best practices for engaging and utilizing the talents of city commissioners effectively.

Alternatives

- Consider consolidation of the Design Review Board and Planning Commission.
- Consider consolidation of the Public Works Commission into the Mobility Transportation and Infrastructure Commission.
- Maintain the Current Structure: Continue with existing configuration of Commissions and advisory bodies without changes.
- Direct staff to establish new advisory bodies necessary to meet evolving needs of the City and address emerging issues.
- Direct staff to establish improved processes to involve Commissions in major City initiatives.

City of SOUTH PASADENA



Questions?

City Council Agenda Report

ITEM NO. 26

DATE: December 18, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Alison Becker, AICP, Acting Community Development Director

SUBJECT: **DISCUSSION AND INPUT REGARDING MEASURE SP IMPLEMENTATION- PROCESS AND SCHEDULE**

Recommendation

It is recommended that the City Council receive the staff presentation and provide feedback as needed.

Background

Community Development Department staff will provide a verbal report on the anticipated implementation schedule for the zoning refinement activities related to Measure SP. A table of activities and scheduling targets is attached.

Attachment:

Attachment- Measure SP Implementation Schedule

Ballot Measure Implementation Schedule 2025

Listening sessions	• City Hall – January 9th @ 6:30 pm • City Hall – January 23rd @ 6:30 pm
Walk & Talks	• Ostrich Farm & Mission St – February 1st @ 9:30 am • Huntington and Fair Oaks – February 15th @ 9:30 am
Open House	• Library Community Room – March 18th @ 6:30 pm • Location TBD – May 10th
Planning Commission Meetings	• City Hall – February 25th @ 6:30 pm – Study Session • City Hall – April15th, 6:30 @ 6:30 pm – Public Hearing
City Council Meetings	• City Hall – March 5th @ 6:30 pm – Study Session • City Hall – June 4st @ 6:30 pm – Public Hearing