CITY OF SOUTH PASADENA
CITY COUNCIL

AMENDED AGENDA

REGULAR COUNCIL MEETING
WEDNESDAY, JANUARY 21, 2026, AT 7:00 PM

AMEDEE O. "DICK" RICHARDS JR. COUNCIL CHAMBERS
1424 MISSION STREET, SOUTH PASADENA, CALIFORNIA 91030
AND AT A TELECONFERENCE LOCATION LOCATED AT
SUITES CAPI PETRARCA 118 (LOBBY) POLANCO, POLANCO V SECC, MIGUEL HIDALGO, 11570 CIUDAD DE MEXICO, CDMX, MEXICO AT 9:00 PM (CST)

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	Sheila Rossi
ROLL CALL:	Mayor	Sheila Rossi
	Mayor Pro Tem	Omari Ferguson
	Councilmember	Michael A. Cacciotti
	Councilmember	Jon Primuth
	Councilmember	Janet Braun

PLEDGE OF ALLEGIANCE: Mayor Sheila Rossi

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.

PRESENTATIONS

3. A PRESENTATION OF A CERTIFICATE RECOGNIZING THE SOUTH PASADENA TOURNAMENT OF ROSES COMMITTEE

CHANGES TO THE AGENDA

4. 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.

5. CONSIDERATION OF APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $657,378.72; GENERAL CITY WARRANTS IN THE AMOUNT OF $1,326,695.47; ONLINE PAYMENTS IN THE AMOUNT OF $66,470.28; VOIDS IN THE AMOUNT OF ($5,589.00); PAYROLL IN THE AMOUNT OF $2,324,078.12.

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

6. CONSIDERATION OF ADOPTION OF RESOLUTION NO. 7966 APPOINTING THE DELEGATES, REPRESENTATIVES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY TO CERTAIN REGIONAL GROUPS AND APPROVE THE MAYOR'S LIST OF CITY COUNCIL LIAISON AND REGIONAL GROUP APPOINTMENTS

Recommendation
It is recommended that the City Council:
1. Approve Mayor's list of City Council Liaisons to the City's Commissions and the appointments to the Regional Group Appointments; and
2. Adopt Resolution No. 7966, superseding Resolution No. 7890, appointing delegates, representatives, and alternates as official representatives of the City of South Pasadena.

7. CONSIDERATION OF APPOINTMENTS TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

Recommendation
It is recommended by Mayor Rossi that the City Council appoint the following residents to City Boards, Commissions, and Committees for a full-term ending on December 31, 2028:
1. Teresa Petrich to the Commission Services Commission for a full-term beginning January 1, 2026 and ending on December 31, 2028.
2. Richard Elbaum to the Library Board of Trustees for a full-term beginning January 1, 2026 and ending on December 31, 2028.
3. Eric Forman to the Library Board of Trustees for a full-term beginning January 1, 2026 and ending on December 31, 2028.
4. John Lange to the Public Art Commission for a full-term beginning January 1, 2026 and ending on December 31, 2028.
5. Steven Kuo to the Public Works Infrastructure Commission for a full-term beginning January 1, 2026 and ending on December 31, 2028.

8. CONSIDERATION OF APPROVAL OF AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH SCS ENGINEERS, FOR AN ADDITIONAL AMOUNT OF $20,000

FOR CONSULTING SERVICES RELATED TO SB 1383

Recommendation
It is recommended that the Professional Services Agreement with SCS Engineers be amended to increase the contract amount by $20,000, for a new total not to exceed of $49,500, for continuation of consulting services related to SB 1383 compliance and assistance with the City's transition to a three-stream waste collection system.

9. CONSIDERATION OF ADOPTION OF RESOLUTION NO. 7967 AUTHORIZING THE ACCEPTANCE OF A $25,000 GRANT FROM THE CALIFORNIA FIRE FOUNDATION FOR AN EMERGENCY PREPAREDNESS COMMUNITY OUTREACH PLAN AND ADOPT RESOLUTION NO. XXXX APPROPRIATING THE GRANT FUNDS

Recommendation
Staff recommends that the City Council adopt Resolution No. 7967:

1. Authorizing acceptance of a $25,000 grant award from the California Fire Foundation to implement an Emergency Preparedness Community Outreach Plan to increase community enrollment in the City's emergency alerting and communication system (Attachment 1); and

2. Authorizing the City Manager (or designee) to execute all grant agreements and related documents required to receive and administer the funds, subject to City Attorney review; and

    a. Adopt Resolution No. xxxx appropriating $25,000 to Fund 244 - Reimbursable Grant Fund (Attachment 4), for implementation of the outreach plan.

10. CONSIDERATION OF ADOPTION OF RESOLUTION NO. 7968 TO APPROVE A NEW FIVE-YEAR AGREEMENT WITH THE LOS ANGELES COUNTY DEPARTMENT OF AGRICULTURAL COMMISSIONER AND WEIGHTS AND MEASURES FOR HAZARDOUS VEGETATION MANAGEMENT SERVICES

Recommendation
It is recommended that the City Council adopt the resolution approving a new five-year agreement between the City of South Pasadena and the County of Los Angeles Department of Agricultural Commissioner and Weights and Measures for hazardous vegetation management services on vacant and unimproved private properties for the term of July 1, 2026 through June 30, 2031.

11. CONSIDERATION OF ADOPTION OF RESOLUTION NO. 7969 TO ACCEPT LOS ANGELES COUNTY HEALTH SERVICES MEASURE B FUNDING IN THE AMOUNT UP TO $197,396

Recommendation
It is recommended that the City Council adopt Resolution No. 7969 accepting the Los Angeles County Health Services Measure B funding in the total amount of $197,396 awarded to the City of South Pasadena.

12. CONSIDERATION OF AWARD OF A THREE-YEAR MAINTENANCE CONTRACT TO

PAVECO CONSTRUCTION AND CT&T CONCRETE PAVING FOR ON-CALL SIDEWALK REPAIR SERVICES BETWEEN FISCAL YEARS 2025-2026 AND FISCAL YEARS 2028-2029, WITH THE OPTION TO EXTEND THE CONTRACT FOR TWO ADDITIONAL ONE-YEAR EXTENSIONS

Recommendation

It is recommended that the City Council:

1. Award two three-year maintenance contracts to Paveco Construction and CT&T Concrete Paving (Contractors) to provide sidewalk repair services between fiscal years (FY) 2025-2026 and 2028-2029, with the option to extend the contracts twice for an additional one year per extension, subject to a Consumer Price Index (CPI) increase to the rates in each FY;
2. Authorize the City Manager to finalize and enter into maintenance contracts with Paveco Construction and CT&T Concrete Paving, in the form approved by the City Attorney and City Manager, and execute any related documents;
3. Reject all other proposals received;
4. Approve Purchase Orders to each Contractor in the not-to-exceed amount of $30,000 for the remainder of FY 2025-2026, ending June 30, 2026.

13. CONSIDERATION OF AWARD OF A THREE YEAR MAINTENANCE CONTRACT TO HARDY & HARPER, INC. AND PAVECO CONSTRUCTION FOR ON-CALL STREET REPAIR SERVICES BETWEEN FISCAL YEARS 2025-2026 AND FISCAL YEARS 2028-2029, WITH THE OPTION TO EXTEND THE CONTRACT FOR TWO ADDITIONAL ONE-YEAR EXTENSIONS

Recommendation

1. It is recommended that the City Council:

   1. Award two three-year maintenance contracts to Hardy & Harper, Inc. and Paveco Construction (Contractors) to provide on-call street repair services between Fiscal Years (FY) 2025-2026 and 2028-2029, with the option to extend the contracts twice for an additional one year per extension, subject to a Consumer Price Index (CPI) increase to the rates in each fiscal year;

   2. Authorize the City Manager to finalize and enter into maintenance contracts with Hardy & Harper, Inc. and Paveco Construction, in the form approved by the City Attorney and City Manager, and execute any related documents; and

   3. Reject all other proposals received.

   4. Approve Purchase Orders to each Contractor in the not-to-exceed amount of $30,000 for the remainder of FY 2025-2026, ending June 30, 2026.

14. CONSIDERATION OF AWARD OF A THREE-YEAR MAINTENANCE CONTRACT TO WGJ ENTERPRISES, INC. AND SUPERIOR PAVEMENT MARKINGS FOR ON-CALL STRIPING, PAVEMENT MARKINGS, AND CURB PAINTING SERVICES BETWEEN FISCAL YEARS 2025-2026 AND FISCAL YEARS 2028-2029, WITH THE OPTION TO EXTEND THE CONTRACT FOR TWO ADDITIONAL ONE-YEAR EXTENSIONS

Recommendation

It is recommended that the City Council:

1. Award two three-year maintenance contracts to WGJ Enterprises, Inc. and Superior Pavement Markings (Contractors) to provide striping, pavement markings, and curb

painting services between Fiscal Years (FY) 2025-2026 and 2028-2029, with the option to extend the contracts twice for an additional one year per extension, subject to a Consumer Price Index (CPI) increase to the rates in each fiscal year;
2. Authorize the City Manager to finalize and enter into maintenance contracts with Superior Pavement Markings and WGJ Enterprises, Inc. in the form approved by the City Attorney and City Manager and execute any related documents;
3. Reject all other proposals received;
4. Authorize the City Manager to execute Purchase Orders to each Contractor in the not-to-exceed amount of $30,000 for the remainder of FY 2025-2026, ending June 30, 2026.

15. CONSIDERATION OF SELECTION OF PBK ARCHITECTS, FOR FACILITY DESIGN ENGINEERING SERVICES RELATED TO THE POLICE DEPARTMENT LOCKER ROOM REMODEL PROJECT, APPROVAL OF A MASTER SERVICE AGREEMENT, APPROVAL OF TASK ORDER NOT-TO-EXCEED AMOUNT OF $159,000 AND APPROVAL OF A BUDGET RESOLUTION APPROPRIATING ASSET SEIZURE FUNDS FOR THE PROJECT

Recommendation

It is recommended that the City Council:

1. Approve the selection of PBK Architects to provide facility design engineering services related to the Police Department Locker Room Remodel Project;
2. Approve a Master Service Agreement with PBK Architects in the final form approved by the City Attorney (Attachment 1);
3. Approve a task order for the Police Department Locker Room Remodel Project, authorize the City Manager to execute the task order in the final form approved by the City Attorney for an amount not-to-exceed $159,000 ($145,000 + 10% contingency) (Attachment 2).
4. Adopt Resolution No. xxxx appropriating $159,000 in Asset Seizure Funds to cover the cost of the project.

ACTION/DISCUSSION

16. CONSIDERATION OF REQUEST FOR WAIVER OF PERMITTING FEES ASSOCIATED WITH THE CROWELL FAMILY YMCA RENOVATION PROJECT

Recommendation

It is recommended that the City Council approve the waiver of permitting fees in the estimated amount of $82,890.00 for the Crowell Family YMCA Renovation Project.

17. DISCUSSION AND FEEDBACK REGARDING THE ESTABLISHMENT OF A NEIGHBORHOOD TRAFFIC CALMING TOOLBOX

Recommendation

It is recommended that the City Council discuss and provide staff feedback regarding the establishment of a Neighborhood Traffic Calming Toolbox as part of an updated Neighborhood Traffic Management Plan.

18. CONSIDERATION OF FIRST READING OF ORDINANCE NO. 2411 OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING SECTION 35.13 (DISCONTINUANCE

OF SERVICE—FOR FAILURE TO PAY BILL) OF CHAPTER 35 (WATER) OF THE SOUTH PASADENA MUNICIPAL CODE TO IMPLEMENT THE SOUTH PASADENA DISCONTINUATION OF RESIDENTIAL WATER SERVICE POLICY IN ACCORDANCE WITH STATE LAW

Recommendation

It is recommended that City Council hold a public hearing and:

1. Introduce Ordinance No. 2411 for first reading by title only, and waive further reading of the Ordinance amending Section 35.13 (Discontinuance of Service—For Failure to Pay Bill) of Chapter 35 (Water) of the South Pasadena Municipal Code to implement the Discontinuation of Residential Water Service Policy;
2. Consider the proposed Discontinuation of Residential Water Service Policy (Attachment B); and
3. Provide direction, as appropriate.

PUBLIC COMMENT - CONTINUED

19. 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

20. 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.

21. CITY MANAGER COMMUNICATIONS

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE CITY COUNCIL MEETINGS

February 4, 2026	Regular City Council Meeting	7:00 P.M.
February 18, 2026	Regular City Council Meeting	7:00 P.M.
March 4, 2026	Regular City Council Meeting	7:00 P.M.

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

City Council meeting agenda packets, any agenda related documents, and additional documents are available 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 January 21, 2026, 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.

01/16/2026	/S/
Date	Aimee Gibbs, Executive Assistant

City Council Agenda Report

ITEM NO. 5

DATE: January 21, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: William Castrillon, Budget & Purchasing Manager

SUBJECT: **CONSIDERATION OF APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $657,378.72; GENERAL CITY WARRANTS IN THE AMOUNT OF $1,326,695.47; ONLINE PAYMENTS IN THE AMOUNT OF $66,470.28; VOIDS IN THE AMOUNT OF ($5,589.00); PAYROLL IN THE AMOUNT OF $2,324,078.12.**

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

Executive Summary
Prepaid Warrants:
Warrant # 322700-322732, **$42,294.16**
ACH: **$615,084.56**

General City Warrants
Warrant # 322733-322824, **$680,582.71**
ACH: **$646,112.76**

Voids # 322300, 322487, 32263 **($5,589.00)**

Online Payments: **$66,470.28**

Payroll Period Ending 12/05/2025: **$953,854.84**
Off-Cycle Payroll 12/12/2025: **$133,779.51**
Off-Cycle Payroll 12/12/2025: **$27,847.79**
Off-Cycle Payroll 12/12/2025: **$5,072.50**
Payroll Period Ending 12/19/2025: **$1,167,086.73**
Off-Cycle Payroll 12/24/2025: **$36,436.75**

Total: **$4,369,033.59**

Analysis
A warrant register is the list of checks and electronic payments issued by the City. Approval of the warrant register allows the City Council to review and confirm payments made with City funds. This process provides transparency to the public, ensures spending is consistent with the adopted budget and City policies, and serves as an important internal control to safeguard taxpayer dollars. By approving the register, the City Council fulfills its responsibility to oversee

the use of public funds and maintain accountability in City operations.

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

City of South Pasadena
Demand/Warrant Register

Recap by fund	**Fund No.**	**Date** 1/21/2026 **Amounts**	
		Prepaid	**Written**
General Fund	101	105,500.35	586,432.66
Insurance Fund	103	103,567.48	-
Street Improvement Program	104	-	-
Technology Surcharge Fund	106	-	98,057.48
Facilities & Equip.Cap. Fund	105	-	-
Programs and Projects	107	-	-
Special Projects Fund	116	-	-
Vehicle Replacement Fund	120	-	-
Tree Replacement	121	-	-
Local Transit Return "A"	205	-	4,849.17
SLFRF Fund	206	-	-
Local Transit Return "C"	207	-	24,775.00
TEA/Metro	208	-	-
Sewer Fund	210	330.40	-
CTC Traffic Improvement	211	-	-
SB2 Planning Grant	213	-	-
Rogan HR5294 Grant	214	-	-
Street Lighting Fund	215	43,265.15	29,102.65
Public, Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	-
Business Improvement Tax	220	-	16,400.00
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	-
Housing Authority Fund	228	-	-
State Gas Tax	230	7,568.63	223.57
County Park Bond Fund	232	-	-
Measure R	233	-	6,166.88
Measure M	236	-	14,649.37
Road Maint & Rehab (SB1)	237	-	-
MSRC Grant Fund	238	-	-
Measure W	239	10,920.00	-
Measure H	241	-	-
Prop C Exchange Fund	242	-	-
Reimbursable Grant Fund	244	-	-
Bike & Pedestrian Paths	245	-	-
BTA Grants	248	-	-
Golden Street Grant	249	-	-
Affordable Housing Trust Fund	254	-	-
Capital Growth Fund	255	-	-
CDBG	260	-	-
OTS Grant	269	-	-
Asset Forfeiture	270	-	-
Police Grants - State	272	-	-
Homeland Security Grant	274	78,452.79	24,879.77
Park Impact Fees	275	-	-
Historic Preservation Grant	276	-	-
HSIP Grant	277	-	-
Arroyo Seco Golf Course	295	-	-
State SR 710 LATIP	297	-	-
Sewer Capital Projects Fund	310	-	-
400 Capital Improvement Program	400	-	449,453.16
Water Fund	500	9,234.95	71,705.76
Water Efficiency Fund	503	-	-
2016 Water Revenue Bonds Fund	505	-	-
SRF Loan - Water	506	266,265.60	-
Water & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	32,273.37	-
			-
	Column Totals:	657,378.72	1,326,695.47

City Report Totals:	1,984,074.19
Payroll Period Ending 12/05/2025:	953,854.84
Off-Cycle Payroll 12/12/2025:	133,779.51
Off-Cycle Payroll 12/12/2025:	27,847.79
Off-Cycle Payroll 12/12/2025:	5,072.50
Payroll Period Ending 12/19/2025:	1,167,086.73
Off-Cycle Payroll 12/24/2025:	36,436.75
Online Payments	66,470.28
Voids	(5,589.00)
Grand Report Total:	**4,369,033.59**

Sheila Rossi, Mayor

William Castrillon, Budget & Purchasing Manager

Nikima Newsome, Chief City Clerk

Accounts Payable

Check Detail

User: tfernandez
Printed: 01/13/2026 - 10:46AM

Check Number	Check Date	Amount
SWRCB833 - State Water Resources Control Board		
0	12/19/2025	
Inv SWRCB01012026		266,265.60
0 Total:		266,265.60
SWRCB833 - State Water Resources Control Board Total:		266,265.60
Total:		266,265.60

Accounts Payable

Check Detail

User: tfernandez
Printed: 01/13/2026 - 10:47AM

Check Number	Check Date	Amount
AT&T5011 - AT&T		
322700	12/23/2025	
Inv 33184107563432		32.49
Inv 33184108023436		31.54
Inv 62644164973570		2,902.24
322700 Total:		2,966.27
AT&T5011 - AT&T Total:		2,966.27
ATCN9011 - AT&T		
322701	12/23/2025	
Inv 000024420935		3,396.09
322701 Total:		3,396.09
ATCN9011 - AT&T Total:		3,396.09
ATTE2011 - AT&T DW Holdings, Inc		
322702	12/23/2025	
Inv 8602169018		4,968.27
Inv 8612169016		1,448.14
322702 Total:		6,416.41
ATTE2011 - AT&T DW Holdings, Inc Total:		6,416.41
CAL6695 - California American Water		
322704	12/23/2025	
Inv 101825-111925		36.11
322704 Total:		36.11
CAL6695 - California American Water Total:		36.11
CEAP7000 - S.P. Public Service Employees Association-PT 700-0000-0000-2249-000		
0	12/23/2025	
Inv PR 12.05.2025		184.00
0 Total:		184.00

Check Number	Check Date	Amount
CEAP7000 - S.P. Public Service Employees Association-PT Total:		184.00
CHEVMNTB - Montebello Auto Group LLC		
0	12/23/2025	
Inv 12102025		60,209.24
0 Total:		60,209.24
CHEVMNTB - Montebello Auto Group LLC Total:		60,209.24
CIN4011 - AT&T Mobility		
322703	12/23/2025	
Inv 287288006612		3,608.73
Inv 287312118886		2,820.55
Inv 287351491376		69.90
322703 Total:		6,499.18
CIN4011 - AT&T Mobility Total:		6,499.18
COBR7131 - The Advantage Group		
0	12/23/2025	
Inv 189902		288.00
Inv 192083		388.00
0 Total:		676.00
COBR7131 - The Advantage Group Total:		676.00
CSAC2012 - Public Risk, Innovation, Solutions, and Management		
0	12/23/2025	
Inv 26100321		92,707.00
0 Total:		92,707.00
CSAC2012 - Public Risk, Innovation, Solutions, and Management Total:		92,707.00
CWNC2501 - Carl Warren & Company		
0	12/23/2025	
Inv Dec 2025		1,067.60
Inv Sept 2025		1,059.48
0 Total:		2,127.08
CWNC2501 - Carl Warren & Company Total:		2,127.08
ELL1017 - Ellen's Silkscreening Inc.		
322706	12/23/2025	
Inv EE86814		349.73

Check Number	Check Date	Amount
322706 Total:		349.73
ELL1017 - Ellen's Silkscreening Inc. Total:		349.73
GRTE2011 - Granite Telecommunications, LLC		
0	12/23/2025	
Inv 725257176		1,939.58
0 Total:		1,939.58
GRTE2011 - Granite Telecommunications, LLC Total:		1,939.58
JACKERY - Jackery Inc.		
0	12/23/2025	
Inv BP0000114		18,243.55
0 Total:		18,243.55
JACKERY - Jackery Inc. Total:		18,243.55
LACTYAGC - County of Los Angeles, Agricultural Commissioner		
322705	12/23/2025	
Inv 260333		277.82
322705 Total:		277.82
LACTYAGC - County of Los Angeles, Agricultural Commissioner Total:		277.82
PWP4465 - Pasadena Water & Power		
322708	12/23/2025	
Inv 111225-121225		3,060.76
322708 Total:		3,060.76
PWP4465 - Pasadena Water & Power Total:		3,060.76
SCFT0001 - Franchise Tax Board		
322707	12/23/2025	
Inv PR 12.05.2025		90.00
322707 Total:		90.00
SCFT0001 - Franchise Tax Board Total:		90.00
SOU5230 - S.P.Firefighters L-3657		
0	12/23/2025	
Inv PR 12.05.2025		1,715.88
0 Total:		1,715.88

Check Number	Check Date	Amount
SOU5230 - S.P.Firefighters L-3657 Total:		1,715.88
SOU5435 - S.P. Police Officers Association 700-0000-0000-2246-000		
0	12/23/2025	
Inv PR 12.05.2025		7,605.98
0 Total:		7,605.98
SOU5435 - S.P. Police Officers Association Total:		7,605.98
SOU5451 - S.P. Public Service Employees Association 700-0000-0000-2248-000		
0	12/23/2025	
Inv PR 12.05.2025		1,462.00
0 Total:		1,462.00
SOU5451 - S.P. Public Service Employees Association Total:		1,462.00
SPRAGUES - Sprague's Rock & Sand Inc.		
322709	12/23/2025	
Inv 1SOU152		820.15
322709 Total:		820.15
SPRAGUES - Sprague's Rock & Sand Inc. Total:		820.15
SSDV2018 - Sandoval, Sheila		
0	12/23/2025	
Inv PR 12.05.2025		1,015.68
0 Total:		1,015.68
SSDV2018 - Sandoval, Sheila Total:		1,015.68
SWRCB833 - State Water Resources Control Board		
0	12/23/2025	
Inv WD-0304728		3,945.00
0 Total:		3,945.00
SWRCB833 - State Water Resources Control Board Total:		3,945.00
TIM4011 - Charter Communications Holdings, LLC		
0	12/23/2025	
Inv 187633401121425		387.53
Inv 188597901120125		466.96
Inv 188598001120125		83.95
Inv 188598401120125		130.50
Inv 188598901120125		61.32

Check Number	Check Date	Amount
0 Total:		1,130.26
TIM4011 - Charter Communications Holdings, LLC Total:		1,130.26
UPP7789 - Upper San Gabriel Valley MWD		
322710	12/23/2025	
Inv 2/11-25		108.33
322710 Total:		108.33
UPP7789 - Upper San Gabriel Valley MWD Total:		108.33
VERW6711 - Verizon Wireless		
322711	12/23/2025	
Inv 6129490381		502.52
322711 Total:		502.52
VERW6711 - Verizon Wireless Total:		502.52
WBCP2011 - WBCP, Inc.		
322712	12/23/2025	
Inv 7470		860.80
322712 Total:		860.80
WBCP2011 - WBCP, Inc. Total:		860.80
WIL2010 - Willdan Financial Services		
0	12/23/2025	
Inv 010-63053		1,790.00
Inv 010-63367		1,110.00
Inv 010-63795		1,683.00
Inv 010-64140		740.00
0 Total:		5,323.00
WIL2010 - Willdan Financial Services Total:		5,323.00
Total:		223,668.42

Accounts Payable

Check Detail

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Printed: 01/13/2026 - 10:48AM

Check Number	Check Date	Amount
VUL6601 - Vulcan Materials Company		
0	12/23/2025	
Inv 4438696		2,215.00
Inv 4552599		306.99
Inv 4689744		871.08
Inv 4689788		2,579.90
0 Total:		5,972.97
VUL6601 - Vulcan Materials Company Total:		5,972.97
WES4152 - West Coast Arborists, Inc.		
0	12/23/2025	
Inv 232767		2,276.30
Inv 232873		17,669.65
Inv 232874		23,319.20
0 Total:		43,265.15
WES4152 - West Coast Arborists, Inc. Total:		43,265.15
Total:		49,238.12

Accounts Payable

Check Detail

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Check Number	Check Date	Amount
AFLA7010 - AFLAC		
0	01/12/2026	
Inv 232532		693.35
Inv 878360		693.35
0 Total:		1,386.70
AFLA7010 - AFLAC Total:		1,386.70
AME0229 - Ameritas		
0	01/12/2026	
Inv Dental Nov 2025		11,742.88
Inv Vision Nov 2025		2,908.72
0 Total:		14,651.60
AME0229 - Ameritas Total:		14,651.60
AT&T5006 - AT&T		
322713	01/12/2026	
Inv 130464796		139.10
322713 Total:		139.10
AT&T5006 - AT&T Total:		139.10
AT&T5011 - AT&T		
322714	01/12/2026	
Inv 62644164973570		2,902.24
322714 Total:		2,902.24
AT&T5011 - AT&T Total:		2,902.24
ATCN9011 - AT&T		
322715	01/12/2026	
Inv 00024551463		85.65
322715 Total:		85.65
ATCN9011 - AT&T Total:		85.65

Check Number	Check Date	Amount
CABDSNS - California Building Standards Commission		
322718	01/12/2026	
Inv Oct-Dec 2025		241.20
322718 Total:		241.20
CABDSNS - California Building Standards Commission Total:		241.20
CADPTCSC - California Department of Conservation		
322719	01/12/2026	
Inv Oct-Dec 2025		584.67
322719 Total:		584.67
CADPTCSC - California Department of Conservation Total:		584.67
CAL6695 - California American Water		
322717	01/12/2026	
Inv 112025-121725		34.22
322717 Total:		34.22
CAL6695 - California American Water Total:		34.22
CINTAS - Cintas Corporation		
322720	01/12/2026	
Inv 8407899379		216.20
Inv 8407910021		345.22
Inv 9340116086		144.20
Inv 9344680755		438.38
Inv 9344680758		144.20
322720 Total:		1,288.20
CINTAS - Cintas Corporation Total:		1,288.20
COBR7131 - The Advantage Group		
0	01/12/2026	
Inv TAG Dec2025		21,449.83
Inv TAG Jan 2026		22,739.00
Inv TAG Jan2026-Add		0.89
0 Total:		44,189.72
COBR7131 - The Advantage Group Total:		44,189.72
CWNC2501 - Carl Warren & Company		
0	01/12/2026	
Inv December2025		1,629.20

Check Number	Check Date	Amount
0 Total:		1,629.20
CWNC2501 - Carl Warren & Company Total:		1,629.20
DEPC6011 - Dewey Services Inc		
322722	01/12/2026	
Inv 17725950		135.50
Inv 17770815		120.00
Inv 17770816		120.00
Inv 17770817		120.00
Inv 17770818		120.00
Inv 17770819		120.00
Inv 17770820		135.50
Inv 17770822		120.00
Inv 17770823		120.00
Inv 17770826		299.00
322722 Total:		1,410.00
DEPC6011 - Dewey Services Inc Total:		1,410.00
FED1109 - FedEx		
322723	01/12/2026	
Inv 9-085-07097		15.45
322723 Total:		15.45
FED1109 - FedEx Total:		15.45
GALTECP - Galileo Technologies Corporation		
0	01/12/2026	
Inv 43489		9,868.53
0 Total:		9,868.53
GALTECP - Galileo Technologies Corporation Total:		9,868.53
ITCR2501 - INTERCARE HOLDINGS INC		
0	01/12/2026	
Inv 76-014573		7,104.20
0 Total:		7,104.20
ITCR2501 - INTERCARE HOLDINGS INC Total:		7,104.20
KARB8031 - Bryant, Karen		
322716	01/12/2026	
Inv 97657349		590.00
322716 Total:		590.00

Check Number	Check Date	Amount
KARB8031 - Bryant, Karen Total:		590.00
LACTYAGC - County of Los Angeles, Agricultural Commissioner		
322721	01/12/2026	
Inv 260474		442.00
322721 Total:		442.00
LACTYAGC - County of Los Angeles, Agricultural Commissioner Total:		442.00
MUTOMAHA - Mutual of Omaha Insurance Company		
322725	01/12/2026	
Inv 001986022589		2,865.85
322725 Total:		2,865.85
MUTOMAHA - Mutual of Omaha Insurance Company Total:		2,865.85
PBGF8031 - Pitney Bowes Global Financial Services LLC		
322726	01/12/2026	
Inv 3107521840		1,149.17
Inv 3107535366		219.93
322726 Total:		1,369.10
PBGF8031 - Pitney Bowes Global Financial Services LLC Total:		1,369.10
POS5265 - Post Alarm Systems		
0	01/12/2026	
Inv 1877081		129.70
0 Total:		129.70
POS5265 - Post Alarm Systems Total:		129.70
PRCMIN - Purple Communications, Inc.		
322727	01/12/2026	
Inv 1463815-144903		300.00
322727 Total:		300.00
PRCMIN - Purple Communications, Inc. Total:		300.00
SAN4958 - San Marino Security System, Inc.		
322728	01/12/2026	
Inv 66385		100.00
322728 Total:		100.00

Check Number	Check Date	Amount
SAN4958 - San Marino Security System, Inc. Total:		100.00
SCFT0001 - Franchise Tax Board		
322724	01/12/2026	
Inv PR 12.19.2025		90.00
322724 Total:		90.00
SCFT0001 - Franchise Tax Board Total:		90.00
SDSI0107 - SDS Security Design Systems		
322729	01/12/2026	
Inv 250973		29.15
Inv 251081		65.18
Inv 251082		217.46
Inv 251083		113.00
Inv 251084		55.00
Inv 251269		67.12
Inv 251271		45.66
Inv 251272		36.66
Inv 251273		77.14
322729 Total:		706.37
SDSI0107 - SDS Security Design Systems Total:		706.37
SSDV2018 - Sandoval, Sheila		
0	01/12/2026	
Inv PR 12.19.2025		1,205.68
0 Total:		1,205.68
SSDV2018 - Sandoval, Sheila Total:		1,205.68
SWRCB833 - State Water Resources Control Board		
0	01/12/2026	
Inv SW-0322736		10,920.00
Inv WD-0305526		881.00
0 Total:		11,801.00
SWRCB833 - State Water Resources Control Board Total:		11,801.00
TIM4011 - Charter Communications Holdings, LLC		
0	01/12/2026	
Inv 187633501122125		3,923.67
Inv 188597901010126		466.96
Inv 188598001010126		83.95
Inv 188598401010126		130.50
Inv 188598501122125		266.32
Inv 188598901010126		61.32

Check Number	Check Date	Amount
0 Total:		4,932.72
TIM4011 - Charter Communications Holdings, LLC Total:		4,932.72
TMOB4010 - T-Mobile		
322730	01/12/2026	
Inv 988212311		616.12
322730 Total:		616.12
TMOB4010 - T-Mobile Total:		616.12
VERW6711 - Verizon Wireless		
322731	01/12/2026	
Inv 6131276110		417.84
Inv 6132009714		502.52
322731 Total:		920.36
VERW6711 - Verizon Wireless Total:		920.36
WLHD8020 - Westlake Hardware		
0	01/12/2026	
Inv 14306256		280.80
Inv 14306257		90.57
Inv 14306262		10.72
Inv 14306263		208.78
Inv 14306277		197.72
Inv 14306288		55.23
Inv 14306289		330.40
Inv 14306290		483.99
Inv 14306292		18.98
Inv 14306299		8.82
Inv 14306301		35.33
Inv 14306302		593.18
Inv 14306305		36.41
Inv 14306309		272.40
Inv 14306312		151.68
Inv 14306315		331.42
Inv 14306318		121.58
Inv 70256271		1,169.53
0 Total:		4,397.54
WLHD8020 - Westlake Hardware Total:		4,397.54
XRXF5010 - Xerox Financial Services		
322732	01/12/2026	
Inv 41279936		2,209.46
322732 Total:		2,209.46

Check Number	Check Date	Amount
XRXF5010 - Xerox Financial Services Total:		2,209.46
Total:		118,206.58

Accounts Payable

Check Detail

User: tfernandez
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Check Number	Check Date	Amount
ACMT2920 - All City Management Services, Inc.		
322736	01/12/2026	
Inv 105197		13,268.48
Inv 105574		6,971.93
322736 Total:		20,240.41
ACMT2920 - All City Management Services, Inc. Total:		20,240.41
ACTM3010 - Robert Half International, Inc.		
0	01/12/2026	
Inv 0250330C		4,471.43
0 Total:		4,471.43
ACTM3010 - Robert Half International, Inc. Total:		4,471.43
AIREXCHG - AIR EXCHANGE INC.		
322734	01/12/2026	
Inv 91616083		115,829.00
322734 Total:		115,829.00
AIREXCHG - AIR EXCHANGE INC. Total:		115,829.00
AIS0107 - Alliant Insurance Services, Inc.		
0	01/12/2026	
Inv DG136671972		145.18
Inv DG136671977		103.53
Inv DG136671986		145.18
Inv DG136671995		103.53
Inv DG66764158		103.53
Inv DG66764162		103.53
0 Total:		704.48
AIS0107 - Alliant Insurance Services, Inc. Total:		704.48
ALH0179 - Alhambra Car Wash		
322735	01/12/2026	
Inv November 2025		176.00

Check Number	Check Date	Amount
322735 Total:		176.00
ALH0179 - Alhambra Car Wash Total:		176.00
ALL0197 - All Star Fire Equipment, Inc.		
322737	01/12/2026	
Inv 268729		4,785.61
Inv 268750		368.62
Inv 268801		469.34
Inv 269067		399.48
322737 Total:		6,023.05
ALL0197 - All Star Fire Equipment, Inc. Total:		6,023.05
ALTA2011 - ALTA Language Services, INC.		
0	01/12/2026	
Inv IS823817		58.00
0 Total:		58.00
ALTA2011 - ALTA Language Services, INC. Total:		58.00
AMAZONCP - Amazon Capital Services, Inc.		
0	01/12/2026	
Inv 11HN-4DFF-HPYN		16.73
Inv 11PV-NXQ4-7WQG		9.60
Inv 147F-499P-JKDT		51.58
Inv 14QV-79J9-NQCJ		23.74
Inv 1746-RQ3K-HHGQ		44.84
Inv 19DP-4H7J-FW1N		226.51
Inv 19JW-WGFJ-P1YG		26.56
Inv 19Q9-RRLD-NL6F		23.98
Inv 19QJ-JJG1-LCTR		1,145.26
Inv 19XL-DFN7-HYM1		372.33
Inv 1CR6-G9PL-WXP6		194.19
Inv 1CW6-MYJF-PT61		34.62
Inv 1F6W-JPQD-NYCJ		231.18
Inv 1F9C-KRHM-6VD6		84.96
Inv 1FGC-Y6YF-HFNV		-524.00
Inv 1FHY-9Q3H-T1PC		18.60
Inv 1FPT-3NJN-JY3D		154.53
Inv 1GTH-94GK-PHFG		134.58
Inv 1H3Q-W3M7-H7R3		539.73
Inv 1HVG-MC39-1MFK		106.41
Inv 1J67-TC4H-RL97		6.40
Inv 1L3N-69NF-RNHP		29.82
Inv 1LL1-6RWY-P9NQ		100.51
Inv 1N9Q-3917-JQL3		34.31
Inv 1NQ4-CCJG-KQLX		49.63
Inv 1QGC-3T11-63K4		81.69
Inv 1R1M-NXFK-CL61		33.79

Inv 1RGJ-L4N7-9PQV		27.94
Inv 1RTR-XGK1-3KGC		360.53
Inv 1VRN-QH4W-DGHD		14.56
Inv 1WYW-QTWP-9LR4		26.51
Inv 1XG6-R6TC-R96P		61.13
Inv 1XR3-F9KW-GDF1		103.84
Inv 1YFX-VPL7-36FX		14.54
0 Total:		3,861.13
AMAZONCP - Amazon Capital Services, Inc. Total:		3,861.13
AMEDINA - Medina, Alma		
0	01/12/2026	
Inv AM-11-25		32.99
0 Total:		32.99
AMEDINA - Medina, Alma Total:		32.99
AMTIR4 - The Reinalt-Thomas Corporation DBA		
322814	01/12/2026	
Inv 5056547962		298.14
322814 Total:		298.14
AMTIR4 - The Reinalt-Thomas Corporation DBA Total:		298.14
ANTLAGRP - Annealta Group		
322738	01/12/2026	
Inv 497-3704		4,500.00
Inv 497-3705		2,531.25
Inv 497-3706		4,837.50
322738 Total:		11,868.75
ANTLAGRP - Annealta Group Total:		11,868.75
ARCD6011 - ARC Document Solutions, LLC		
322740	01/12/2026	
Inv 12972509		541.89
Inv 12996450		629.31
322740 Total:		1,171.20
ARCD6011 - ARC Document Solutions, LLC Total:		1,171.20
ARRSCINC - Arrowhead Scientific, Inc.		
322741	01/12/2026	
Inv 187383		164.62

Check Number	Check Date	Amount
322741 Total:		164.62
ARRSCINC - Arrowhead Scientific, Inc. Total:		164.62
ATFR4011 - Fierro, Anthony		
322769	01/12/2026	
Inv 12/11/2025		39.20
322769 Total:		39.20
ATFR4011 - Fierro, Anthony Total:		39.20
ATGC8530 - CU Technology		
0	01/12/2026	
Inv 12863		2,340.00
Inv 12877		6,509.20
Inv 13024		26,413.75
Inv 13067		1,605.09
0 Total:		36,868.04
ATGC8530 - CU Technology Total:		36,868.04
ATLRR816 - Atkinson, Andelson, Loya, Rudd & Romo		
0	01/12/2026	
Inv 772257		270.33
0 Total:		270.33
ATLRR816 - Atkinson, Andelson, Loya, Rudd & Romo Total:		270.33
AVIC4010 - Manukian, Avick		
322785	01/12/2026	
Inv 11/17-21/25		148.40
Inv 12/01-12/25		2,602.26
322785 Total:		2,750.66
AVIC4010 - Manukian, Avick Total:		2,750.66
BAK9999 - Baker & Taylor Inc.		
0	01/12/2026	
Inv 2039292012		187.69
Inv 2039294225		96.31
Inv 2039294892		153.29
0 Total:		437.29
BAK9999 - Baker & Taylor Inc. Total:		437.29

Check Number	Check Date	Amount
BDTCPI - Broadband Telcom Power Inc		
0	01/12/2026	
Inv 22924		24,775.00
0 Total:		24,775.00
BDTCPI - Broadband Telcom Power Inc Total:		24,775.00
BLSP8010 - Blackstone Publishing		
0	01/12/2026	
Inv 2219056		34.94
0 Total:		34.94
BLSP8010 - Blackstone Publishing Total:		34.94
BLUEBEAM - Bluebeam Inc		
0	01/12/2026	
Inv 2643484		1,500.00
0 Total:		1,500.00
BLUEBEAM - Bluebeam Inc Total:		1,500.00
BUR4018 - Burro Canyon Ent		
322747	01/12/2026	
Inv 3684		220.00
322747 Total:		220.00
BUR4018 - Burro Canyon Ent Total:		220.00
CAL5236 - Dy-Dee Services of Pasadena, Inc.		
322764	01/12/2026	
Inv 2524845		93.17
Inv 2530547		95.05
Inv 2533383		92.12
Inv 2537431		91.81
322764 Total:		372.15
CAL5236 - Dy-Dee Services of Pasadena, Inc. Total:		372.15
CAMERPL - California Metro Patrol & EMS, Inc.		
322749	01/12/2026	
Inv 12596		2,672.15
Inv 12669		4,633.10
322749 Total:		7,305.25

Check Number	Check Date	Amount
CAMERPL - California Metro Patrol & EMS, Inc. Total:		7,305.25
CAN0607 - Cantu Graphics Inc.		
322750	01/12/2026	
Inv 65077-3		44.14
Inv 65169-2		140.06
322750 Total:		184.20
CAN0607 - Cantu Graphics Inc. Total:		184.20
CDAVILA - Davila, Cristofer		
0	01/12/2026	
Inv CD1.1.26		55.00
0 Total:		55.00
CDAVILA - Davila, Cristofer Total:		55.00
CDPS1020 - ICC General Code Inc		
322776	01/12/2026	
Inv GCI0018970		156.00
Inv GCI0018995		1,417.50
322776 Total:		1,573.50
CDPS1020 - ICC General Code Inc Total:		1,573.50
CFNSPR - California Newspapers Partnership		
0	01/12/2026	
Inv 0011763971		401.59
0 Total:		401.59
CFNSPR - California Newspapers Partnership Total:		401.59
CGUSA - Compass Group USA, Inc.		
322757	01/12/2026	
Inv SOC298548		52.47
Inv SOC303365		52.47
322757 Total:		104.94
CGUSA - Compass Group USA, Inc. Total:		104.94
CHA3010 - SPCC Corporation		
0	01/12/2026	
Inv 10078		16,400.00
0 Total:		16,400.00

Check Number	Check Date	Amount
CHA3010 - SPCC Corporation Total:		16,400.00
CHWCONST - Chawkins, Ken		
322753	01/12/2026	
Inv 1183		1,560.00
Inv 1188		1,072.50
322753 Total:		2,632.50
CHWCONST - Chawkins, Ken Total:		2,632.50
CINTAS - Cintas Corporation		
322754	01/12/2026	
Inv 5306224205		342.68
Inv 5306224207		59.50
Inv 8407962516		1,401.39
Inv 8407962517		193.57
Inv 8407973586		267.73
Inv 9348705581		144.20
Inv 9348801023		144.76
322754 Total:		2,553.83
CINTAS - Cintas Corporation Total:		2,553.83
CLLA6749 - CliftonLarsonAllen LLP		
322756	01/12/2026	
Inv L251764914		8,769.60
322756 Total:		8,769.60
CLLA6749 - CliftonLarsonAllen LLP Total:		8,769.60
CONYEE - Yee, Connie		
0	01/12/2026	
Inv DecFF		728.00
Inv TotalBodyDec		148.20
0 Total:		876.20
CONYEE - Yee, Connie Total:		876.20
CPSH2013 - CPS HR Consulting		
322758	01/12/2026	
Inv 0018560		8,500.00
322758 Total:		8,500.00
CPSH2013 - CPS HR Consulting Total:		8,500.00

Check Number	Check Date	Amount
CRDA1021 - Corodata Records Management, Inc.		
0	01/12/2026	
Inv RS7127815		547.44
0 Total:		547.44
CRDA1021 - Corodata Records Management, Inc. Total:		547.44
CRSR2010 - Corodata Shredding Inc.		
0	01/12/2026	
Inv DN1552102		12.77
Inv DN1552923		120.44
0 Total:		133.21
CRSR2010 - Corodata Shredding Inc. Total:		133.21
CTCC9264 - CT&T Concrete Paving, Inc.		
322759	01/12/2026	
Inv CT6945		51,417.47
322759 Total:		51,417.47
CTCC9264 - CT&T Concrete Paving, Inc. Total:		51,417.47
CUR7778 - L.N. Curtis & Sons		
322781	01/12/2026	
Inv INV1013715		321.00
Inv INV1014984		1,051.96
322781 Total:		1,372.96
CUR7778 - L.N. Curtis & Sons Total:		1,372.96
DABN8267 - Bohan, Diana 101-8030-8021-8267-000		
0	01/12/2026	
Inv DecemberYoga		444.00
0 Total:		444.00
DABN8267 - Bohan, Diana Total:		444.00
DACA4011 - Calderon, David		
322748	01/12/2026	
Inv 12/01/2025		59.82
322748 Total:		59.82
DACA4011 - Calderon, David Total:		59.82

Check Number	Check Date	Amount
DBAR3011 - Brink's Incorporated		
0	01/12/2026	
Inv 13113479		2,386.00
Inv 8236411		16.79
0 Total:		2,402.79
DBAR3011 - Brink's Incorporated Total:		2,402.79
DDLP8010 - Dr. Detail Ph.D LLC		
0	01/12/2026	
Inv 3498		225.00
Inv 3499		600.00
0 Total:		825.00
DDLP8010 - Dr. Detail Ph.D LLC Total:		825.00
DROW8010 - D & R Office Works, Inc.		
322760	01/12/2026	
Inv 138018		437.58
322760 Total:		437.58
DROW8010 - D & R Office Works, Inc. Total:		437.58
DSP0755 - D & S Printing		
322761	01/12/2026	
Inv 1104		1,122.68
Inv 1205		486.20
322761 Total:		1,608.88
DSP0755 - D & S Printing Total:		1,608.88
DTATK701 - Data Ticket, Inc.		
322762	01/12/2026	
Inv 186165		200.00
Inv 187386		200.00
322762 Total:		400.00
DTATK701 - Data Ticket, Inc. Total:		400.00
DUB0187 - DuBois, Andrew		
322763	01/12/2026	
Inv 12/07-11/25		1,696.72
322763 Total:		1,696.72

Check Number	Check Date	Amount
DUB0187 - DuBois, Andrew Total:		1,696.72
EDGHITI - Engineering Consulting Services, Inc.		
322767	01/12/2026	
Inv 28		5,118.75
Inv 29		7,215.00
322767 Total:		12,333.75
EDGHITI - Engineering Consulting Services, Inc. Total:		12,333.75
EGGO4011 - Giron-Garrido, Elias		
322771	01/12/2026	
Inv 11/30-12/4/25		1,263.09
322771 Total:		1,263.09
EGGO4011 - Giron-Garrido, Elias Total:		1,263.09
ELSRTIRE - El Sereno Tire Shop		
322765	01/12/2026	
Inv 3075		25.00
Inv 4570		730.00
322765 Total:		755.00
ELSRTIRE - El Sereno Tire Shop Total:		755.00
EMSQIPAR - Givot, David		
0	01/12/2026	
Inv SPFD-10/2025		2,499.00
Inv SPFD-11/2025		2,499.00
Inv SPFD-12/2025		2,499.00
0 Total:		7,497.00
EMSQIPAR - Givot, David Total:		7,497.00
ERCARRYO - Arroyo, Eric		
322742	01/12/2026	
Inv 3817		1,000.00
Inv 3821		1,000.00
Inv 3831		1,651.47
Inv 3839		1,500.00
322742 Total:		5,151.47
ERCARRYO - Arroyo, Eric Total:		5,151.47
ESMC5010 - Emergency Services Marketing Corp. Inc.		

Check Number	Check Date	Amount
322766	01/12/2026	
Inv INV14221		314.00
322766 Total:		314.00
ESMC5010 - Emergency Services Marketing Corp. Inc. Total:		314.00
FDBC8025 - Fast Deer Bus Charter Inc.		
322768	01/12/2026	
Inv 14991		1,470.00
322768 Total:		1,470.00
FDBC8025 - Fast Deer Bus Charter Inc. Total:		1,470.00
GALL5011 - Galls, LLC		
322770	01/12/2026	
Inv 033291791		624.79
Inv 033523375		374.36
Inv 035523376		187.20
322770 Total:		1,186.35
GALL5011 - Galls, LLC Total:		1,186.35
GAY8856 - Gaylord Bros Inc		
0	01/12/2026	
Inv 2936984		4,235.20
Inv 2937247		475.92
Inv 2938172		930.37
0 Total:		5,641.49
GAY8856 - Gaylord Bros Inc Total:		5,641.49
GOGOVAPP - GOGov, Inc.		
322772	01/12/2026	
Inv 25-716		7,200.00
322772 Total:		7,200.00
GOGOVAPP - GOGov, Inc. Total:		7,200.00
GRA1244 - Woods Maintenance Services, Inc.		
322821	01/12/2026	
Inv SPAS1225		1,630.20
322821 Total:		1,630.20
GRA1244 - Woods Maintenance Services, Inc. Total:		1,630.20

Check Number	Check Date	Amount
HDLC3010 - Hinderliter deLlamas & Associates		
322775	01/12/2026	
Inv SIN057055		1,422.27
Inv SIN057390		300.00
322775 Total:		1,722.27
HDLC3010 - Hinderliter deLlamas & Associates Total:		1,722.27
HIFX5011 - H.I. Fire Extinguisher Co. Inc.		
322774	01/12/2026	
Inv 108772		255.47
322774 Total:		255.47
HIFX5011 - H.I. Fire Extinguisher Co. Inc. Total:		255.47
IICC8025 - Occupational Health Centers of California		
322794	01/12/2026	
Inv 18744725		250.00
322794 Total:		250.00
IICC8025 - Occupational Health Centers of California Total:		250.00
IMPCNT - Imperial County Office of Education		
322777	01/12/2026	
Inv INV26-00454		2,523.36
322777 Total:		2,523.36
IMPCNT - Imperial County Office of Education Total:		2,523.36
ISGU4011 - Gutierrez, Issac		
322773	01/12/2026	
Inv 11/20/2025		21.99
322773 Total:		21.99
ISGU4011 - Gutierrez, Issac Total:		21.99
JAMZRTE - Zarate, Jaime		
322822	01/12/2026	
Inv 213		2,400.00
322822 Total:		2,400.00
JAMZRTE - Zarate, Jaime Total:		2,400.00

Check Number	Check Date	Amount
JCOLBY - Colby, Jennifer		
0	01/12/2026	
Inv JC 12/25		161.73
0 Total:		161.73
JCOLBY - Colby, Jennifer Total:		161.73
JCRS5011 - Jones Coffee Roasters		
322779	01/12/2026	
Inv 80327		320.00
322779 Total:		320.00
JCRS5011 - Jones Coffee Roasters Total:		320.00
JSAR4011 - Jack's Auto Repair		
322778	01/12/2026	
Inv 20632		92.29
Inv 20639		66.00
Inv 20643		66.00
Inv 20645		66.00
322778 Total:		290.29
JSAR4011 - Jack's Auto Repair Total:		290.29
JUSA7101 - Sanchez, Juan		
322805	01/12/2026	
Inv 6718		592.26
322805 Total:		592.26
JUSA7101 - Sanchez, Juan Total:		592.26
KMLHRNAS - Kimley-Horn & Associates, Inc.		
322780	01/12/2026	
Inv 34280510		64,684.10
322780 Total:		64,684.10
KMLHRNAS - Kimley-Horn & Associates, Inc. Total:		64,684.10
LBBM4010 - RCA Investments Inc		
322802	01/12/2026	
Inv 54112		17,257.21
Inv 55348		364.71
322802 Total:		17,621.92

Check Number	Check Date	Amount
LBBM4010 - RCA Investments Inc Total:		17,621.92
LEBE8032 - Betts, Lemar		
322743	01/12/2026	
Inv INV.SKATEDEC25		1,871.61
322743 Total:		1,871.61
LEBE8032 - Betts, Lemar Total:		1,871.61
LIBIDEAS - LIBRARY IDEAS, LLC		
322783	01/12/2026	
Inv 120674		536.65
322783 Total:		536.65
LIBIDEAS - LIBRARY IDEAS, LLC Total:		536.65
LIFE822 - Life-Assist Inc.		
322784	01/12/2026	
Inv 2035165		135.43
322784 Total:		135.43
LIFE822 - Life-Assist Inc. Total:		135.43
LUVA8110 - Vazquez, Luis		
0	01/12/2026	
Inv 12/3/2025		225.00
Inv 12/5/2025		55.00
0 Total:		280.00
LUVA8110 - Vazquez, Luis Total:		280.00
MCPSTI - Pusateri, Michele		
0	01/12/2026	
Inv PBALL-DEC25		3,022.50
0 Total:		3,022.50
MCPSTI - Pusateri, Michele Total:		3,022.50
MDWSTPE - Midwest Tape LLC		
322787	01/12/2026	
Inv 508056744		96.81
Inv 508087285		33.14
322787 Total:		129.95

Check Number	Check Date	Amount
MDWSTPE - Midwest Tape LLC Total:		129.95
MNBL8170 - Crestline Software, LLC		
0	01/12/2026	
Inv #INV16591		28,509.12
Inv #INV16801		2,448.74
Inv #INV16889		2,384.34
Inv #INV17180		29,298.43
0 Total:		62,640.63
MNBL8170 - Crestline Software, LLC Total:		62,640.63
MOCO6011 - Monet Construction, Inc		
322788	01/12/2026	
Inv 7		174,270.87
322788 Total:		174,270.87
MOCO6011 - Monet Construction, Inc Total:		174,270.87
MOSAICPP - Mosaic Public Partners LLC		
322789	01/12/2026	
Inv 1867		2,750.00
Inv 1900		9,000.00
322789 Total:		11,750.00
MOSAICPP - Mosaic Public Partners LLC Total:		11,750.00
MRKPRERZ - Perez, Mark		
322798	01/12/2026	
Inv MP11-25		80.00
322798 Total:		80.00
MRKPRERZ - Perez, Mark Total:		80.00
MTSL8520 - Motorola Solutions, Inc.		
0	01/12/2026	
Inv 8282253370		22,479.77
0 Total:		22,479.77
MTSL8520 - Motorola Solutions, Inc. Total:		22,479.77
MVCH3011 - MV Cheng & Associates Inc.		
322791	01/12/2026	
Inv 10/31/2025E		6,380.00
Inv 11/30/2025E		652.50

Inv 11/30/2025R		6,626.25
Inv 6/30/2025E		1,450.00
322791 Total:		15,108.75
MVCH3011 - MV Cheng & Associates Inc. Total:		15,108.75
NBSFIN - NBS Government Finance Group		
322793	01/12/2026	
Inv 202512-4085		1,915.98
322793 Total:		1,915.98
NBSFIN - NBS Government Finance Group Total:		1,915.98
NKIMBALL - Kimball, Nick		
0	01/12/2026	
Inv NK12/16		1,326.89
0 Total:		1,326.89
NKIMBALL - Kimball, Nick Total:		1,326.89
NTLEMBLM - National Emblem		
322792	01/12/2026	
Inv 11001292		539.88
322792 Total:		539.88
NTLEMBLM - National Emblem Total:		539.88
OGOV3011 - OpenGov, Inc.		
0	01/12/2026	
Inv INV23602		115,486.65
0 Total:		115,486.65
OGOV3011 - OpenGov, Inc. Total:		115,486.65
OLNP8010 - LCM-NEWS, Inc.		
322782	01/12/2026	
Inv 83694		2,198.00
Inv 84294		1,162.00
Inv 84824		13,286.00
322782 Total:		16,646.00
OLNP8010 - LCM-NEWS, Inc. Total:		16,646.00
OVDR8011 - OverDrive Inc.		

Check Number	Check Date	Amount
0	01/12/2026	
Inv 01148CO25358057		3,104.44
Inv 01148CO25358059		1,269.21
Inv 01148CO25358077		1,291.92
Inv 01148CO25390267		2,790.20
Inv 01148CO25391454		908.93
Inv 01148CO25391457		732.96
0 Total:		10,097.66
OVDR8011 - OverDrive Inc. Total:		10,097.66
PAPR2010 - Pacific Services Holdco LLC		
0	01/12/2026	
Inv 24-LP-0006		25,000.00
0 Total:		25,000.00
PAPR2010 - Pacific Services Holdco LLC Total:		25,000.00
PAS4012 - City of Pasadena		
322755	01/12/2026	
Inv 30028131		1,228.00
Inv 30028156		1,224.00
322755 Total:		2,452.00
PAS4012 - City of Pasadena Total:		2,452.00
PGXI4011 - Prime Graphix Inc.		
322800	01/12/2026	
Inv 5083		658.50
322800 Total:		658.50
PGXI4011 - Prime Graphix Inc. Total:		658.50
PHS4011 - Pasadena Humane Society		
322796	01/12/2026	
Inv DEC2025SoPas		15,797.45
322796 Total:		15,797.45
PHS4011 - Pasadena Humane Society Total:		15,797.45
PMAB8021 - Budka, Pamela Avry		
322746	01/12/2026	
Inv ChairYogaDropin		232.00
Inv ChairYogaMo		76.80
Inv MeditationDec		134.40

Check Number	Check Date	Amount
322746 Total:		443.20
PMAB8021 - Budka, Pamela Avry Total:		443.20
PMLDONG - Dong, Pamella C.		
0	01/12/2026	
Inv DecMartialArts		124.00
Inv DecQiGong		120.00
0 Total:		244.00
PMLDONG - Dong, Pamella C. Total:		244.00
POR4707 - United Site Services, Inc.		
322815	01/12/2026	
Inv INV-5809495		607.46
322815 Total:		607.46
POR4707 - United Site Services, Inc. Total:		607.46
PPSS8520 - Pacific Parking Systems Inc.		
322795	01/12/2026	
Inv 17468		1,166.00
322795 Total:		1,166.00
PPSS8520 - Pacific Parking Systems Inc. Total:		1,166.00
PRECIADO - Preciado, Celia		
0	01/12/2026	
Inv CP-10/25		39.00
0 Total:		39.00
PRECIADO - Preciado, Celia Total:		39.00
PSLSV802 - Pasadena Live Scan Service LLC		
322797	01/12/2026	
Inv 466		250.00
322797 Total:		250.00
PSLSV802 - Pasadena Live Scan Service LLC Total:		250.00
PTEMBLEM - POINT EMBLEMS LLC		
322799	01/12/2026	
Inv 19678		1,182.63

Check Number	Check Date	Amount
322799 Total:		1,182.63
PTEMBLEM - POINT EMBLEMS LLC Total:		1,182.63
PUFG8267 - Wong, Pauline Sam		
0	01/12/2026	
Inv AdultDec		123.50
Inv SeniorDec		136.00
0 Total:		259.50
PUFG8267 - Wong, Pauline Sam Total:		259.50
PUWA8020 - Pure Water		
0	01/12/2026	
Inv 216728		66.24
0 Total:		66.24
PUWA8020 - Pure Water Total:		66.24
RGUERRER - Guerrero, Rosemary		
0	01/12/2026	
Inv 12112025		518.44
0 Total:		518.44
RGUERRER - Guerrero, Rosemary Total:		518.44
RHAL9158 - RHA Landscape Architects-Planners		
322803	01/12/2026	
Inv 122824		900.00
322803 Total:		900.00
RHAL9158 - RHA Landscape Architects-Planners Total:		900.00
ROYALLAN - ROY ALLAN SLURRY SEAL, INC		
322804	01/12/2026	
Inv 4727RTNR		26,414.97
322804 Total:		26,414.97
ROYALLAN - ROY ALLAN SLURRY SEAL, INC Total:		26,414.97
SAVGTRN - Savage, Scott		
322806	01/12/2026	
Inv 3445		933.00

Check Number	Check Date	Amount
322806 Total:		933.00
SAVGTRN - Savage, Scott Total:		933.00
SAXE2013 - Saxe-Clifford PH.D, Susan		
322807	01/12/2026	
Inv 25-1113-4		450.00
322807 Total:		450.00
SAXE2013 - Saxe-Clifford PH.D, Susan Total:		450.00
SCML5010 - McLellan, Scott		
322786	01/12/2026	
Inv 12.19.25		75.00
322786 Total:		75.00
SCML5010 - McLellan, Scott Total:		75.00
SCOT8300 - MRC Smart Technology Solutions		
322790	01/12/2026	
Inv IN5013761		820.99
322790 Total:		820.99
SCOT8300 - MRC Smart Technology Solutions Total:		820.99
SESA8264 - SESAC		
322808	01/12/2026	
Inv 10875854		1,278.00
322808 Total:		1,278.00
SESA8264 - SESAC Total:		1,278.00
SFRIEZER - Friezer, Sean		
0	01/12/2026	
Inv SF-10/25		80.00
0 Total:		80.00
SFRIEZER - Friezer, Sean Total:		80.00
SGMC2013 - Apramian, Glen John		
322739	01/12/2026	
Inv 155612		175.00
Inv 155642		175.00
Inv 155810		175.00

Check Number	Check Date	Amount
Inv 155858		175.00
Inv 155887		175.00
Inv 86537		120.00
322739 Total:		995.00
SGMC2013 - Apramian, Glen John Total:		995.00
SGVMC111 - AHMC San Gabriel Valley Medical Center LP		
322733	01/12/2026	
Inv 945198		48.00
322733 Total:		48.00
SGVMC111 - AHMC San Gabriel Valley Medical Center LP Total:		48.00
SHO7777 - RoseDrew, Inc		
0	01/12/2026	
Inv 331152		25.54
Inv 331175		90.24
0 Total:		115.78
SHO7777 - RoseDrew, Inc Total:		115.78
SKYHAWKS - Lenear Sports, LLC		
0	01/12/2026	
Inv SKYH-TDEC25		503.75
0 Total:		503.75
SKYHAWKS - Lenear Sports, LLC Total:		503.75
SOU5435 - S.P. Police Officers Association 700-0000-0000-2246-000		
0	01/12/2026	
Inv 003596		449.75
0 Total:		449.75
SOU5435 - S.P. Police Officers Association Total:		449.75
SPEC5011 - Spectrum Gas Products		
322809	01/12/2026	
Inv 0000673391		119.06
Inv 0000884326		54.00
322809 Total:		173.06
SPEC5011 - Spectrum Gas Products Total:		173.06

Check Number	Check Date	Amount
STA5219 - Staples Business Advantage		
0	01/12/2026	
Inv 6049085870		149.71
Inv 6049779821		288.01
Inv 6049779822		371.00
Inv 6049779823		50.27
Inv 6049860859		33.64
Inv 6050132282		18.86
Inv 6050204152		101.10
Inv 6050204153		24.71
Inv 6050280767		36.22
Inv 6050280769		35.60
Inv 6050280770		623.72
Inv 6050280771		48.83
Inv 6050280772		35.80
Inv 6050352014		70.66
Inv 6050352016		435.34
Inv 6050352018		32.79
Inv 6050352020		156.90
Inv 6050432349		186.76
Inv 605063125		67.82
Inv 6050635127		91.17
Inv 6050778406		8.95
Inv 6050778408		287.29
Inv 6050778409		38.98
Inv 6050926232		287.29
Inv 6051089239		209.66
Inv 6051089240		55.23
0 Total:		3,746.31
STA5219 - Staples Business Advantage Total:		3,746.31
STKLINFO - Sterling Infosystems Inc.		
322810	01/12/2026	
Inv 10519959		345.44
322810 Total:		345.44
STKLINFO - Sterling Infosystems Inc. Total:		345.44
STPHCHCY - Chauncey, Stephen A		
322752	01/12/2026	
Inv 02/02-05/2026		300.00
Inv 04/13-16/26		300.00
322752 Total:		600.00
STPHCHCY - Chauncey, Stephen A Total:		600.00
STSM1020 - Studio Spectrum, Inc.		
0	01/12/2026	
Inv 193367		4,945.00

Check Number	Check Date	Amount
0 Total:		4,945.00
STSM1020 - Studio Spectrum, Inc. Total:		4,945.00
SUN8556 - Sun Badge Company		
322811	01/12/2026	
Inv 426043		1,027.25
322811 Total:		1,027.25
SUN8556 - Sun Badge Company Total:		1,027.25
SWOR8032 - Swords Fencing Studio		
322812	01/12/2026	
Inv SWFENCING-JAN26		360.00
322812 Total:		360.00
SWOR8032 - Swords Fencing Studio Total:		360.00
TCGS3012 - The Corporate Gift Service, Inc.		
322813	01/12/2026	
Inv 35640		507.51
322813 Total:		507.51
TCGS3012 - The Corporate Gift Service, Inc. Total:		507.51
TNPL8267 - Plasil, Anton		
0	01/12/2026	
Inv DecBallroom		28.80
0 Total:		28.80
TNPL8267 - Plasil, Anton Total:		28.80
TRA5998 - Transtech Engineers, Inc.		
0	01/12/2026	
Inv 20256981		39,167.50
Inv 20256982		203,343.83
Inv 20256983		3,318.90
0 Total:		245,830.23
TRA5998 - Transtech Engineers, Inc. Total:		245,830.23
TRAMOSAS - Ramos, Timothy		
322801	01/12/2026	
Inv 2020		5,657.46

Check Number	Check Date	Amount
322801 Total:		5,657.46
TRAMOSAS - Ramos, Timothy Total:		5,657.46
TREB7101 - Bird, Trent		
322744	01/12/2026	
Inv 6343		1,882.40
322744 Total:		1,882.40
TREB7101 - Bird, Trent Total:		1,882.40
TRIOVLLY - Valley Services, Inc.		
322816	01/12/2026	
Inv INV2230074374		4,712.00
322816 Total:		4,712.00
TRIOVLLY - Valley Services, Inc. Total:		4,712.00
TRUPINT - TruePoint Solutions, LLC		
0	01/12/2026	
Inv 48454		783.75
Inv 48637		123.75
0 Total:		907.50
TRUPINT - TruePoint Solutions, LLC Total:		907.50
TSCHOLEF - Scholefield, Tim		
0	01/12/2026	
Inv TS 12/17		250.85
Inv TS 12/25		149.71
Inv TS12/25		80.00
0 Total:		480.56
TSCHOLEF - Scholefield, Tim Total:		480.56
TYBL7000 - Borrello, Tyler		
322745	01/12/2026	
Inv 00715181		27.57
Inv 00937520		13.98
Inv 133004		44.00
Inv 351285		20.97
322745 Total:		106.52
TYBL7000 - Borrello, Tyler Total:		106.52

Check Number	Check Date	Amount
ULIN8021 - Uline, Inc.		
0	01/12/2026	
Inv 201676909		1,779.22
0 Total:		1,779.22
ULIN8021 - Uline, Inc. Total:		1,779.22
UNPLUGGP - UNPLUGGED PERFORMANCE, INC		
0	01/12/2026	
Inv IN203038		1,932.00
0 Total:		1,932.00
UNPLUGGP - UNPLUGGED PERFORMANCE, INC Total:		1,932.00
UQMS8010 - Unique Management Services, Inc.		
0	01/12/2026	
Inv 6147315		337.85
0 Total:		337.85
UQMS8010 - Unique Management Services, Inc. Total:		337.85
VERTONE - Veritone, Inc.		
0	01/12/2026	
Inv 1042442		3,600.00
0 Total:		3,600.00
VERTONE - Veritone, Inc. Total:		3,600.00
VTIN4010 - Caracal Enterprises LLC		
322751	01/12/2026	
Inv 152128		2,110.00
322751 Total:		2,110.00
VTIN4010 - Caracal Enterprises LLC Total:		2,110.00
VTMS4011 - Vital Medical Services, LLC		
322817	01/12/2026	
Inv 4765		1,084.00
Inv 4782		2,082.00
322817 Total:		3,166.00
VTMS4011 - Vital Medical Services, LLC Total:		3,166.00

Check Number	Check Date	Amount
WCASTRIL - Castrillon, William		
0	01/12/2026	
Inv 21394549		15.00
Inv 21625241		25.00
0 Total:		40.00
WCASTRIL - Castrillon, William Total:		40.00
WES4152 - West Coast Arborists, Inc.		
0	01/12/2026	
Inv 1-11718		5,428.10
Inv 236697		23,674.55
0 Total:		29,102.65
WES4152 - West Coast Arborists, Inc. Total:		29,102.65
WHAINC - William Hezmalhalch Architects, Inc.		
322818	01/12/2026	
Inv 114400		2,750.00
322818 Total:		2,750.00
WHAINC - William Hezmalhalch Architects, Inc. Total:		2,750.00
WIL2010 - Willdan Financial Services		
0	01/12/2026	
Inv 00422687		913.50
Inv 00422833		261.00
Inv 00423057		261.00
Inv 00714726		937.50
0 Total:		2,373.00
WIL2010 - Willdan Financial Services Total:		2,373.00
WIT6353 - Wittman Enterprises LLC		
322819	01/12/2026	
Inv 2510059		4,255.22
322819 Total:		4,255.22
322820	01/12/2026	
Inv 2511059		4,125.84
322820 Total:		4,125.84
WIT6353 - Wittman Enterprises LLC Total:		8,381.06
ZAVA4011 - Zavala, Jeanette		

Check Number	Check Date	Amount
322823	01/12/2026	
Inv 12/11/2025		79.20
322823 Total:		79.20
ZAVA4011 - Zavala, Jeanette Total:		79.20
ZOLL8021 - Zoll Medical Corporation		
322824	01/12/2026	
Inv 4383883		1,227.93
Inv 4385697		283.61
322824 Total:		1,511.54
ZOLL8021 - Zoll Medical Corporation Total:		1,511.54
Total:		1,326,695.47

City of
SOUTH PASADENA

Online Payment Log			
Date	**Vendor**	**Amount**	**Description**
12/22/2025	So Cal Edison	$25,235.98	Online Payment for City Owned Electric Account # 3859.
12/25/2025	Columbia Bank	$21,267.46	Online Payment for November 2025 Citywide Credit Card Expenses.
1/5/2026	Pitney Bowes	$2,000.00	Postage Meter Pre-Paid Funds (10/23/2025 - 01/05/2026).
1/6/2026	So Cal Edison	$606.48	Online Payment for Various City Owned Electric Accounts.
1/8/2026	So Cal Gas	$1,793.58	Online Payment for City Owned Natural Gas Accounts.
1/15/2026	So Cal Edison	$15,566.78	Online Payment for Various City Owned Electric Accounts.
Total:		***$66,470.28***	

Payroll

Payroll Summary Report

Payroll Date: 12.05.2025 - Regular

Checks	$	-
Direct Deposits	$	589,103.42
IRS Payments	$	132,355.87
EDD - State of CA	$	43,989.54
PERS Pension	$	158,130.35
Deferred Comp	$	30,275.66
PERS Health	$	-
Subtotal:	**$**	**953,854.84**

Payroll Date: 12.12.25 - Off Cycle - Buyback

Checks	$	14,401.66
Direct Deposits	$	91,899.25
IRS Payments	$	20,386.90
EDD - State of CA	$	7,091.70
PERS Pension	$	-
Deferred Comp	$	-
PERS Health	$	-
Subtotal:	**$**	**133,779.51**

Payroll Date: 12.12.25 - Off Cycle - CTO Payouts

Checks	$	-
Direct Deposits	$	23,547.61
IRS Payments	$	3,322.99
EDD - State of CA	$	977.19
PERS Pension	$	-
Deferred Comp	$	-
PERS Health	$	-
Subtotal:	**$**	**27,847.79**

Payroll Date: 12.12.2025 - Off Cycle - Fitness Bonus

Checks	$	-
Direct Deposits	$	4,637.00
IRS Payments	$	185.50
EDD - State of CA	$	250.00
PERS Pension	$	-
Deferred Comp	$	-
PERS Health	$	-
Subtotal:	**$**	**5,072.50**

Payroll Date: 12.19.2025 - Regular

Checks	$	828.05
Direct Deposits	$	590,108.70
IRS Payments	$	125,194.19
EDD - State of CA	$	40,532.62
PERS Pension	$	139,549.81
Deferred Comp	$	31,689.80
PERS Health	$	239,183.56
Subtotal:	**$**	**1,167,086.73**

Payroll Date: 12.24.2025 - Off-Cycle - Management Buyback

Checks	$	-
Direct Deposits	$	30,378.28
IRS Payments	$	4,320.96
EDD - State of CA	$	1,737.51
PERS Pension	$	-
Deferred Comp	$	-
PERS Health	$	-
Subtotal:	**$**	**36,436.75**
Grand Total:	**$**	**2,324,078.12**

BMO

Create Stop Payment Confirmation

Generated On: 2026-01-08 17:59 p.m. ET by TFERNANDEZ

Enter Details 1 — Verify Details 2 — Complete 3

Your stop has been successfully created. Please print this page for your record.

Transaction Details

Stop Type	Stop Status	Reference Number
Single	Confirmed	20260108222995426

Account

[redacted]3688 - CITY OF SOUTH PASADENA OPERATING - USD

Check Number

322300

Payee	Amount
HCI Sprinkler Inc	3,124.00

Expiry Date

2031-01-08

Reason for Stop

Other

Term

60 Months

Accounts Payable

Void Check Distribution List

User: hlin
Printed: 1/13/2026 - 9:10 AM
Batch: 00002.01.2026 - VOID 322300

	DR Amount	CR Amount	Acct Number	Description	Vendor
Fund:101General Fund					
	3,124.00	0.00	101-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	3,124.00	101-6010-6601-8180-000	Contract Services	HCISPRIN
Total for Fund:101	3,124.00	3,124.00			
Grand Total:	3,124.00	3,124.00			

Accounts Payable

Void Check Proof List

User: hlin
Printed: 01/13/2026 - 9:09AM
Batch: 00002.01.2026 - VOID 322300

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: HCISPRIN	HCI Sprinkler, Inc									
Check No: 322300	Check Date: 10/23/2025									
	3,124.00	IO132099	09/24/2025	Phase 1 Complete for Sprinkler Testin				25597	No	1
101-6010-6601-8180-000										
Check Total:	3,124.00									
Vendor Total:	3,124.00									
Report Total:	3,124.00									

Create Stop Payment Confirmation

Generated On: 2026-01-06 11:59 a.m. ET by TFERNANDEZ

Enter Details 1 — Verify Details 2 — Complete 3

Your stop has been successfully created. Please print this page for your record.

Transaction Details

Stop Type	Stop Status	Reference Number
Single	Confirmed	20260106222992359

Account

[redacted]3688 - CITY OF SOUTH PASADENA OPERATING - USD

Check Number

322487

Payee	Amount
Karen Bryant	590.00

Expiry Date

2031-01-06

Reason for Stop

Lost

Term

60 Months

Accounts Payable

Void Check Distribution List

User: hlin
Printed: 1/6/2026 - 9:31 AM
Batch: 00001.01.2026 - VOID 322487

	DR Amount	CR Amount	Acct Number	Description	Vendor
Fund:101General Fund					
	590.00	0.00	101-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	590.00	101-0000-0000-2920-000	Dep. Payable - War Memorial	KARB8031
Total for Fund:101	590.00	590.00			
Grand Total:	590.00	590.00			

Accounts Payable

Void Check Proof List

User: hlin
Printed: 01/06/2026 - 9:30AM
Batch: 00001.01.2026 - VOID 322487

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: KARB8031	Karen Bryant									
Check No: 322487	Check Date:	11/20/2025								
	590.00	97657349	11/12/2025	Refund of refundable deposit paid for					No	0
101-0000-0000-2920-000										
Check Total:	590.00									
Vendor Total:	590.00									
Report Total:	590.00									

Create Stop Payment Confirmation

Generated On: 2025-12-22 19:06 p.m. ET by TFERNANDEZ

Enter Details 1 — Verify Details 2 — Complete 3

Your stop has been successfully created. Please print this page for your record.

Transaction Details

Stop Type	Stop Status	Reference Number
Single	Confirmed	20251222222984827

Account

[redacted]3688 - CITY OF SOUTH PASADENA OPERATING - USD

Check Number

322663

Payee	Amount
Thomas A Salisbury	1,875.00

Expiry Date

2030-12-22

Reason for Stop

Other

Term

60 Months

Accounts Payable

Void Check Distribution List

User: hlin
Printed: 12/22/2025 - 4:03 PM
Batch: 00001.12.2025 - VOID 322663

	DR Amount	CR Amount	Acct Number	Description	Vendor
Fund:101General Fund					
	1,875.00	0.00	101-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	1,875.00	101-8030-8032-8264-000	Special Events	THOMSLBR
Total for Fund:101	1,875.00	1,875.00			
Grand Total:	1,875.00	1,875.00			

Accounts Payable

Void Check Proof List

User: hlin
Printed: 12/22/2025 - 4:03PM
Batch: 00001.12.2025 - VOID 322663

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: THOMSLBR	Thomas A. Salisbury									
Check No: 322663	Check Date: 12/08/2025									
101-8030-8032-8264-000	1,875.00	100	08/01/2023	Performance for Concerts in Park-Aug	Performance for Concerts in				No	0
Check Total:	1,875.00									
Vendor Total:	1,875.00									
Report Total:	1,875.00									

City Council Agenda Report

ITEM NO. 6

DATE: January 21, 2026

FROM: Sheila Rossi, Mayor

PREPARED BY: Nikima S. Newsome, Chief City Clerk

SUBJECT: **CONSIDERATION OF ADOPTION OF RESOLUTION NO. 7966 APPOINTING THE DELEGATES, REPRESENTATIVES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY TO CERTAIN REGIONAL GROUPS AND APPROVE THE MAYOR'S LIST OF CITY COUNCIL LIAISON AND REGIONAL GROUP APPOINTMENTS**

Recommendation

It is recommended that the City Council:

1. Approve Mayor's list of City Council Liaisons to the City's Commissions and the appointments to the Regional Group Appointments; and
2. Adopt Resolution No. 7966, superseding Resolution No. 7890, appointing delegates, representatives, and alternates as official representatives of the City of South Pasadena.

Executive Summary

This is a list of appointments made by the Mayor for City Council Liaisons to City Commissions and Regional Groups.

Background

At the commencement of a Mayoral term, appointments are made to various commissions, boards, committees, and regional groups for the calendar year. The majority of appointments are recommended by the Mayor for Council approval; however, several agencies and organizations require City Council action by resolution. In addition, some appointments are voted by the regional group or separate resolution and are listed on the Mayor's appointment list for informational purposes only. The following are appointments made by City Council under separate resolution that are listed for reference only: Metro Gold Line Construction Authority Board and the San Gabriel Valley Mosquito and Vector Control District Board.

Analysis

The Mayor has submitted her list of City Council Liaison and Regional Group Appointments to the City Clerk's Office. This is a routine annual item that requires approval by the City Council.

Fiscal Impact

Expenses for attending regional meetings are budgeted on an annual basis in the City Council budget.

Attachment:

Attachment No. 1 - Resolution No. 7966
Attachment No. 2 - List of Regional Appointments

CITY OF SOUTH PASADENA
RESOLUTION NO. 7966

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPOINTING DELEGATES, REPRESENTATIVES, AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY OF SOUTH PASADENA, SUPERSEDING RESOLUTION NO. 7890

WHEREAS, the City Council of the City of South Pasadena (City) at its regular meeting of December 17, 2025, reorganized as follows: Sheila Rossi, Mayor; Omari Ferguson, Mayor Pro Tem; Janet Braun, Councilmember; Jon Primuth, Councilmember; and Michael Cacciotti, Councilmember; and

WHEREAS, with the reorganization, the Mayor and the City Council make appointments to various agencies and organizations for the Mayoral term; and

WHEREAS, several agencies and organizations require that the City Council formally approve its official delegates, representatives, and alternates to represent the City.

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

SECTION 1. The City Council of the City of South Pasadena does hereby confirm and appoint the following persons as Governing Board Representative and alternate member of the **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS GOVERNING BOARD** for the term indicated:

Governing Board Representative	**Alternate**	**Term**
Mayor Rossi	Councilmember Cacciotti	2026

SECTION 2. The City Council of the City of South Pasadena does hereby confirm and appoint the following persons as Governing Board Representative and alternate member of the **LEAGUE OF CALIFORNIA CITIES, LOS ANGELES DIVISION** for the term indicated:

Delegate	**Alternate**	**Term**

Councilmember Braun	Councilmember Primuth	2026

SECTION 3. The City Council of the City of South Pasadena does hereby confirm and appoint the following persons as Governing Board Representative and alternate member of the **LOS ANGELES COUNTY SANITATION DISTRICTS BOARD OF DIRECTORS, DISTRICT 16** for the term indicated:

Board Representative	**Alternate**	**Term**
Mayor Rossi	Mayor Pro Tem Ferguson	2026

SECTION 4. The City Council of the City of South Pasadena does hereby confirm and appoint the following persons as Governing Board Representative and alternate member of the **METRO GOLD LINE PHASE II JOINT POWERS AUTHORITY BOARD** for the term indicated:

Board Representative	**Alternate**	**Term**
Councilmember Cacciotti	Councilmember Primuth	2026

SECTION 5. The City Council of the City of South Pasadena does hereby confirm and appoint the following persons as Governing Board Representative and alternate member of the **ARROYO VERDUGO COMMUNITIES JOINT POWERS AUTHORITY GOVERNING BOARD** for the term indicated:

Governing Board Representative	**Alternate**	**Term**
Mayor Rossi	Councilmember Primuth	2026

SECTION 6. The City Council of the City of South Pasadena does hereby confirm and appoint the following persons as Governing Board Representative and alternate member of the **CLEAN POWER ALLIANCE BOARD OF DIRECTORS** for the term indicated:

Governing Board Representative	**Alternate**	**Term**
Mayor Pro Tem Ferguson	Casey Law (Resident)	2026

SECTION 7. The City Council of the City of South Pasadena does hereby confirm and appoint the following persons as Governing Board Representative and alternate member of the **FOOTHILL EMPLOYMENT AND TRAINING CONSORTIUM POLICY BOARD** for the term indicated:

Governing Board Representative	Alternate	Term
Councilmember Primuth	Mayor Rossi	2026

SECTION 8. The City Council declares that this resolution supersedes Resolution No.7890, which represented the previous appointment of delegates, representatives, and alternates as official representatives of the City of South Pasadena.

SECTION 9. 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 21st day of January 2026.

Sheila Rossi, Mayor

ATTEST:

Nikima S. Newsome, Chief 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 21st of January 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____

Nikima S. Newsome, Chief City Clerk

Liaison and Regional Group Appointments
Mayor
January 21, 2026, to December 2026

City Commissions, Boards, and Committees	Appointed Liaison
Cultural Heritage Commission	Janet Braun
Community Services Commission	Sheila Rossi
Finance Commission	Janet Braun
Library Board of Trustees	Jon Primuth
Natural Resources and Environmental Commission	Michael Cacciotti
Planning Commission	Sheila Rossi
Public Art Commission	Janet Braun
Public Safety Commission	Omari Ferguson
Public Works Infrastructure Commission	Omari Ferguson

Regional Groups – Appointment by City	Appointed Liaison	Alternate(s)
🗎 Arroyo Verdugo Communities Joint Powers Authority Governing Board	Rossi	Primuth
California Contract Cities Legislative Committee	Primuth	Rossi
Foothill Employment and Training Consortium Policy Board	Primuth	Rossi
Independent Cities Association	Rossi	Braun
★ Los Angeles County City Selection Committee	(always Mayor)	Mayor Pro Tem
🗎 ★ Δ Los Angeles County Sanitation Districts, Board of Directors, District 16	(always Mayor)	Mayor Pro Tem
CalCities, Los Angeles Division and Annual Conference	Braun	Primuth
🗎 ❖ Δ Metro Gold Line Phase II Joint Powers Authority (JPA)	Cacciotti	Primuth
🗎 ❖ Metro Gold Line Construction Authority Board of Directors	Mendel Thompson, Glendora Mayor Pro Tem (expires 12/31/2027)	Paul Leon, Ontario Mayor (expires 12/31/2027)
🗎 ❖ Δ San Gabriel Valley Council of Governments Governing Board	Rossi	Cacciotti
🗎 Santa Monica Mountains Conservancy Advisory Committee	Cacciotti	Primuth
🗎 ❖ Δ Southern California Association of Governments General Assembly	Rossi	Primuth
🗎 ❖ Δ San Gabriel Valley Mosquito and Vector Control District Board of Directors	Robert S. Joe (Resident) (expires 12/31/2027)	
🗎❖ Clean Power Alliance Board of Directors	Ferguson	Casey Law

Regional Groups –Appointment by Regional Group	Appointed Liaison	Alternate(s)
Arroyo Verdugo Communities Joint Powers Authority Appointed Representative to the Southern California Association of Governments (SCAG) Policy Committee (TC)	Rossi	Braun
San Gabriel Basin Water Quality Authority	Robert Gonzales, City of Azusa (Expires: January 2030)	Jeffrey Maloney, City of Alhambra (Expires: January 2030)
South Coast Air Quality Management District San Gabriel Valley Board Member	Cacciotti (Expires: January 15, 2028)	
Metro San Gabriel Valley Service Council	John Wu, San Gabriel Councilmember (Expires: June 30, 2026)	N/A

Requires FPPC Form
Council vote
Board Member is current Mayor; Alternate is appointed by Mayor
Voted by Regional Group
Stipend

City Council Agenda Report

ITEM NO. 7

DATE: January 21, 2026

FROM: Sheila Rossi, Mayor

PREPARED BY: Nikima S. Newsome, Chief City Clerk

SUBJECT: **CONSIDERATION OF APPOINTMENTS TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

Recommendation

It is recommended by Mayor Rossi that the City Council appoint the following residents to City Boards, Commissions, and Committees for a full-term ending on December 31, 2028:

1. Teresa Petrich to the Commission Services Commission for a full-term beginning January 1, 2026 and ending on December 31, 2028.
2. Richard Elbaum to the Library Board of Trustees for a full-term beginning January 1, 2026 and ending on December 31, 2028.
3. Eric Forman to the Library Board of Trustees for a full-term beginning January 1, 2026 and ending on December 31, 2028.
4. John Lange to the Public Art Commission for a full-term beginning January 1, 2026 and ending on December 31, 2028.
5. Steven Kuo to the Public Works Infrastructure Commission for a full-term beginning January 1, 2026 and ending on December 31, 2028.

Executive Summary

At the beginning of every Mayoral term, appointments are made to various commissions, boards, and committees for the calendar year at the recommendation of the Mayor. The recommended appointments are for a full term ending on December 31, 2028. It is anticipated that further appointments will take place at the February 4, 2026 City Council meeting.

Background

The South Pasadena Municipal Code (SPMC) provides that, unless otherwise specified, City boards and commissions consist of five adult members appointed by the Mayor and confirmed by at least three affirmative votes of the City Council (SPMC §2.23(a)). The Mayor may also appoint one non-voting youth member to any board or commission, at their discretion, in the same manner as adult appointments; youth members serve solely in an advisory capacity (SPMC §2.23(b)). Adult appointees must be residents of the City of South Pasadena at the time of appointment and throughout their term, while youth members must be between 14 and 18 years of age and either be City residents or currently enrolled students at South Pasadena High School, with written parental or guardian consent required (SPMC §2.24).

Appointments may be made for full three-year terms or shorter one- or two-year terms, and no member may serve more than six years within any eight-year period on the same commission, inclusive of service resulting from filling an unscheduled vacancy (SPMC §2.25A). All terms

commence on January 1 and end on December 31, regardless of the date of appointment. Vacancies occurring other than by expiration of a term are filled by mayoral appointment, subject to City Council approval, for the remainder of the unexpired term, and such service counts toward applicable term limits (SPMC §2.26).

The City has continued community outreach to solicit applications to fill these and other advisory body vacancies. Existing unscheduled vacancies and vacancies occurring in 2026 have been posted on the City's website consistent with the Maddy Act. For residents interested in serving on a City advisory body, the application is available on the City website or in the City Clerk's Office.

Fiscal Impact
Cost for onboarding, training, and conducting commission meetings have been accounted for in department budgets.

City Council Agenda Report

ITEM NO. 8

DATE: January 21, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Anteneh Tesfaye, Deputy Public Works Director
Danielle Garcia, Management Analyst

SUBJECT: **CONSIDERATION OF APPROVAL OF AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH SCS ENGINEERS, FOR AN ADDITIONAL AMOUNT OF $20,000 FOR CONSULTING SERVICES RELATED TO SB 1383**

Recommendation

It is recommended that the Professional Services Agreement with SCS Engineers be amended to increase the contract amount by $20,000, for a new total not to exceed of $49,500, for continuation of consulting services related to SB 1383 compliance and assistance with the City's transition to a three-stream waste collection system.

Executive Summary

The City retained SCS Engineers through a Professional Service Agreement, to support staff in the transition from a two-stream to a three-stream waste collection system and to help maintain compliance with Senate Bill (SB) 1383 requirements, in the amount of $29,500. As the current contract amount has been largely expended, City staff recognizes the need for continued support and is requesting an amendment to the agreement to increase the compensation. Staff recommends approving a $20,000 increase to the agreement, to ensure the continued administration of the City's waste program.

Background

Senate Bill (SB) 1383 is a state law aimed at reducing organic waste in landfills and cutting methane emissions. It requires cities to implement mandatory organics recycling programs, recover edible food for human consumption, and comply with a range of reporting, enforcement, and procurement requirements.

Analysis

Senate Bill 1383 (SB 1383) consulting services support the City of South Pasadena in meeting the State of California's mandatory organic waste recycling and methane-reduction requirements, which are intended to significantly reduce greenhouse gas emissions from landfills. These services provide the technical expertise needed to ensure compliance with complex and evolving regulations, including program development, compliance monitoring, data tracking, education and outreach, edible food recovery coordination, and required reporting to CalRecycle. For a small city like South Pasadena, SB 1383 consulting services are necessary to supplement limited internal staffing capacity, reduce the risk of non-compliance and potential state enforcement penalties, and ensure that the City implements a

cost-effective, defensible, and well-documented compliance program that aligns with local operations while meeting statewide environmental mandates.

SCS Engineers has been working alongside City staff and the City's franchise waste hauler, Athens Services, since August 2025 to provide consulting services related to the City's ongoing transition to maintain compliance with SB 1383. While the original scope of work has remained consistent, the level of consulting staff effort required has increased due to the rollout of the City's new 3-stream collection system and the additional time needed to address challenges encountered during implementation. These challenges included ensuring that all residents received accurate and timely information, adapting communication strategies to different community needs, and coordinating key messaging across multiple platforms to maintain clarity and regulatory compliance. As a result, additional consultant time has been necessary to support the City's communication, coordination, and program-launch activities, leading to the request for increased funding—not a change in scope.

With the introduction of new program elements, current priorities have focused on supporting the City's transition to a 3-stream collection system and initiating progress on both the City's Implementation Record and the hazardous waste program.

Current Focus Areas

- Supporting the City's transition to a 3-stream collection system.
- Developing components of the SB 1383 Implementation Record.
- Initiating planning for a Citywide hazardous waste and electronic waste program.
- Assisting the City with CalRecycle's annual site visit, specifically focusing on edible food recovery organizations/services.

While the scope of work has not changed, the additional budget will provide the resources needed to complete the remaining tasks and support the City in achieving full compliance with SB 1383 including:

Anticipated Tasks in the Coming Months

- Assisting with the design and procurement of kitchen compost pails for multifamily tenants to support organics collection participation.
- Collaborating with City staff and Athens Services to complete the City's SB 1383 Implementation Record.
- Supporting compliance with paper procurement requirements and developing a City purchasing policy that incorporates SB 1383 recycled-content provisions.
- Exploring options for procuring additional recovered organic waste products in 2026 to meet procurement targets.
- Assisting with updates to the City's website, including the creation of an anonymous complaint submission form to support enforcement.
- Establishing a hazardous waste and electronic waste collection and disposal program for internal City operations (as needed).
- Coordinating with San Gabriel Valley Council of Governments (SGVCOG) to complete purchases funded through the SB 1383 Local Assistance Grant, finalize close-out tasks, and participate in SGVCOG's FRESH Edible Food Recovery Program.

SCS Engineers

SCS Engineers is a locally based consulting firm that currently supports the City's SB 1383 compliance efforts, including work with the San Gabriel Valley Council of Governments (SGVCOG) on the regional Edible Food Recovery Program and coordination with Athens Services to prepare and submit the City's annual electronic report (EAR) to CalRecycle.

SCS Engineers was selected based on its direct involvement in the City's solid waste programs, demonstrated expertise in SB 1383 compliance, and ability to provide continuity during a critical compliance period. The firm offers local availability, in-depth knowledge of the City's waste management practices, and established working relationships with the City's waste hauler and regional partners.

Maintaining SCS Engineers' support is particularly important at this time due to continued staff leave and the City's approaching deadline under CalRecycle's SB 1383 Corrective Action Plan. Continued consultant support will help ensure uninterrupted compliance and readiness for future CalRecycle compliance evaluations.

Alternatives
If City Council elects not to proceed with the amended PSA, staff will continue to advance SB 1383 compliance efforts; however, progress will occur at a reduced pace due to existing resource constraints within the Environmental Department. Following the initial rollout, staff will prioritize continued education on the three-stream waste collection system and preparation for the CalRecycle Compliance Evaluation anticipated in 2026 (remaining compliance activities outlined above).

Fiscal Impact
The original contract value is $29,500, and was funded in Account No. 101-6010-6015-8170-00. The proposed amendment amount of $20,000 is available within the existing FY 2025-2026 budget to continue the services requested via this report, in Account No. 101-6010-6015-8170-000.

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.

Attachment:
Attachment No. 1 - Professional Services Agreement
Attachment No. 2 - PSA Amendment

Docusign Envelope ID: 33657740-DE94-462F-A145-7E058A733971

CONTRACT APPROVAL COVERSHEET

Project Name: SCS ENGINEERS PSA - Waste & SB1383 Consultant Services	**Approval Authority** City Manager (< $30,000) ☒ City Council (> $30,000) ☐
Department: Public Works Department	
Date: July 29, 2025	**City Council Approval Date:**
Submitted By: Arpy Kasparian **Ext:** 253	**Agenda Item #:**

Contract Approval Routing

	Name	Approval *(Initials)*	Date
Contracts Coordinator	Arpy Kasparian	Initial AK	8/12/2025
Department Director	Anteneh Tesfaye	DS AT	8/5/2025
Finance Director	William Castrillon	Initial WC	8/11/2025
Risk Management	Tina Lopez	Initial TR	8/11/2025
City Attorney	Roxanne Diaz	DS RD	8/12/2025
City Manager	Todd Hileman	Initial TH	8/12/2025
Acting Chief City Clerk	Mark Perez	Initial MP	8/12/2025

Initial HL

Purpose of Contract/Scope of Services

The City is seeking assistance from SCS Engineers to continue management of the City's compliance with Senate Bill 1383 and the City's transition to a 3-stream waste collection system while the Environmental Services and Sustainability Manager is on leave.

SCS Engineers is a local consulting firm that also works with SGVCOG on their SB 1383 edible food recovery program of which the City is a partner. In addition, SCS Engineers currently works with Athens Services, the City's waste hauler, to complete the CalRecycle Annual Electronic Report (EAR) for the City. With their knowledge base and current involvement in the City's partnerships with various organizations, the consulting firm will be able to provide customized assistance with state compliance and effective communications with the City's waste hauler.

Document Checklist

Insurance Requirements Met? Yes ☒ No ☐	**Additional/Special Insurance or Bond Required:** Yes ☐ No ☒	**FPPC filing required?** Yes ☐ No ☒

Financials

Contract Amount: $29,500	**Contract Term (or Expiration Date):** Until determined to be complete by the City of South Pasadena Public Works Director.
Accounts to Encumber: 101-6010-6015-8170-000	

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PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES

(City of South Pasadena / SCS Engineers)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and SCS Engineers ("Consultant").

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: SB 1383 implementation and management of City's waste services.

2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

3.1. "Scope of Services": see Exhibit A

3.2. "Agreement Administrator": The Agreement Administrator for this project is Anteneh Tesfaye, Acting Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This

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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 Twenty Nine Thousand and Five Hundred Dollars ($29,500).

3.5. "Commencement Date": July 30, 2025.

3.6. "Termination Date": When work is determined to be complete by South Pasadena Public Works Director

4. TERM

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

5. CONSULTANT'S DUTIES

5.1. **Services**. Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

5.2. **Coordination with City**. In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.

5.3. **Budgetary Notification**. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of

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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. **Michelle Leonard** 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.

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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 B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

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7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.

7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.

7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Consultant shall defend, indemnify, and hold the City, tis elected officials, officers, employees, and agents free and harmless form any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.

10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

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10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.

11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

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11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.

11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.

11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.

11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

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

12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Refuse and Waste Consulting Services
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

- Professional Liability Insurance: $2,000,000 per occurrence,

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	$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. P**rofessional 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

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the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Risk Management, 1414 Mission St., South Pasadena, CA 91030.

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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

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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

Anteneh Tesfaye, Acting Public Works Director
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-****
Facsimile: (626) 403-7241

If to Consultant

Michelle P. Leonard
SCS Engineers
438 S. Marengo Ave.
Pasadena, CA 91101
Telephone: (626) 322-3823

With courtesy copy to:

Roxanne Diaz
South Pasadena City Attorney
Richards, Watson, Gershon
350 South Grand Ave., 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

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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.

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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

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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.

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

"City"
City of South Pasadena

By: Signed by: Todd Hileman 5CF386AC460044B... _____
Signature

Printed: Todd Hileman

Title: City Manager

Date: 8/12/2025

"Consultant"
SCS Engineers

By: _____
Signature

Printed: Michelle P. Leonard

Title: Senior Vice President

Date: 7/30/28

Attest:

By: Signed by: Mark Perez BA951D463FA0445... _____
Mark Perez
Acting Chief City Clerk

Date: 8/12/2025

Approved as to form:

By: DocuSigned by: Roxanne Diaz A7800E5CA8A241F... _____
Roxanne Diaz, City Attorney

Date: 8/12/2025

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EXHIBIT A

Scope of Work

1. **Consultant will manage and continue implementation of the City's transition from a 2-stream waste collection system to a 3-stream waste collection system. This includes, but is not limited to, the tasks listed below:**
    a. Conduct weekly meetings with Athens Services and City staff to manage and monitor progress on commercial/multifamily waste assessments, single-family manual barrel service implementation, new container procurement and deployment, old container disposal, community outreach and education, communications with City Manager/City Council on progress, etc.
    b. Answer questions and discuss requirements of new services with residents and business owners
    c. Approve/deny commercial waivers for organics services
    d. Accompany/assist Athens Services with community and Council presentations (with a Council presentation/update at the end of the year)
    e. Create and distribute outreach materials (blog posts, social posts, website updates, press releases, newspaper ads, flyers at City facilities/events)
    f. Assist with the Purchase/distribution of kitchen compost pails.
        i. Create labels and materials (such as magnets) to accompany pails
        ii. Conduct distribution events that prioritize those living in multifamily properties
    g. Implement 3-stream waste collection at City facilities
        i. Determine indoor receptacle needs at all facilities and work with Public Works administrative staff to purchase them
        ii. Create receptable signage/labels
        iii. Deploy new receptacles at all City facilities and educate City staff on proper sorting and disposal
        iv. Work with Public Works Operations Manager to inform janitorial staff of new disposal practices after deployment of new internal/outdoor containers
        v. Communicate with Athens staff on deployment of new recycling and organics containers (bins/carts); keep Department Directors informed on progress
    h. Complete any additional tasks as assigned by the Public Works Director

2. **Consultant will work on completing the remaining items on the City's CalRecycle SB1383 Corrective Action Plan (CAP). These items include, but are not limited to:**
    a. Work with Athens Services' SB1383 Dashboard to complete the implementation record
    b. Work with Management Services/Public Works Operations Division to comply with paper procurement requirements including creating a purchasing policy

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c. Assist City to procure required amount of recovered organic waste products and work to comply with all associated requirements
d. Compose educational/outreach materials and distribute while updating City website
e. Other tasks listed in CAP

3. **Consultant will manage/administer the City's CalRecycle SB1383 Local Assistance Grant (partnered through SGVCOG). Tasks include, but are not limited to:**
    a. Assist City to purchase/distribute labeled kitchen compost pails prioritizing multifamily properties
    b. Create and manage purchase of educational materials such as labels, magnets, or brochures on how to use a kitchen compost pails or what goes in the organics containers
    c. Coordinate with SGVCOG to complete any necessary documents and obtain any necessary approvals
    d. Complete tasks to close out grant

4. **Consultant will manage/administer the City's participation in the SGVCOG FRESH Edible Food Recovery Program. Tasks include, but are not limited to:**
    a. Attend monthly meetings on behalf of the City of South Pasadena
    b. Coordinate with SGVCOG to assist with any needs for the FRESH program including, but not limited to, accompanying inspections, issuing notices of violations, providing SGVCOG with documents/approvals for the program, etc.
    c. Complete necessary documents/obtain necessary approvals to extend the program if needed
    d. Complete any additional tasks as needed

5. **Consultant will serve as a liaison between CalRecycle and the City of South Pasadena, conducting meetings, providing requested information, and accompanying CalRecycle representative on City tour. Consultant will complete any additional tasks as needed.**

6. **Consultant will complete other work as assigned by the Public Works Director including work associated with SB 1383, CalRecycle, Athens Services, administration of the City's franchise waste agreement, etc.**

7. **Consultant will establish a regular hazardous and electronic waste collection/disposal program for City operations and implement through all departments.**

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EXHIBIT B

Approved Fee Schedule

Name	Title	Hourly Rate
Michelle Leonard	Sr. Vice President	$355.00
Kelli Farmer	Senior Project Professional	$207.00
Elizabeth Purington	Senior Project Professional	$207.00
Laura Johnson	Senior Project Professional	$207.00
Lauren Beauban	Project Professional	$183.00
Brett Wilks	Staff Professional	$168.00
Maranda Stelly	Technical Associate	$135.00
Gracie Galindo	Technical Associate	$135.00

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS, INC.

2 Business name/disregarded entity name, if different from above.

SCS ENGINEERS, SCS FIELD SERVICES, SCS ENERGY AND SCS TRACER

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

3900 KILROY AIRPORT WAY STE 100

6 City, state, and ZIP code

LONG BEACH, CA 90806

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

5	4	-	0	9	1	3	4	4	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date** 1/2/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/31/2026 | 7/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 8110 E Union Ave., Ste. 100 Denver CO 80237 denver-certs@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1507262 SCS Engineers 3900 Kilroy Airport Way, Ste 300 Long Beach, CA 90806-6852	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Steadfast Insurance Company — 26387 **INSURER B :** Zurich American Insurance Company — 16535 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 22247783 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X X,C,U Included X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	GLO 0112778-10	3/31/2025	3/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 10,000,000 $ 10,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	Y	Y	BAP 0112780-10	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC0112779-10	4/1/2025	4/1/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability - Claims Made	N	N	PEC 0112862-10	3/31/2025	3/31/2026	Per Claim: $2,000,000 Aggregate: $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Job # 90000003.01. Job Description: SB 1383 Implementation and management of the City's waste services. *Continued on Second Page*

CERTIFICATE HOLDER

22247783
City of South Pasadena
Attn: Risk Management
1414 Mission St.
South Pasadena, CA 91030

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CONTINUATION DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS (Use only if more space is required)

The City of South Pasadena, its City Council, Commissions, officers, and employees of South Pasadena are included as Additional Insured as respects General and Auto Liability if required by written contract. General and Auto Liability Coverages are Primary and Non-Contributory. Waiver of Subrogation applies in favor of the Additional Insured as respects General and Auto Liability, and Workers Comp if required by written contract, where permissible by law. If General and Auto Liability, and Workers Comp are cancelled by the issuing company during the policy term, for other than non-payment of premium, 30 days' notice will be provided to the Certificate Holder named below and 10 days' notice for non-payment of premium.

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Attachment Code: D603900 Certificate ID: 22247783

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 0112778-10	Effective Date: 3/31/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and noncontributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Attachment Code: D603907 Certificate ID: 22247783

POLICY NUMBER: GLO 0112778-10

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV -- Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Docusign Envelope ID: 33657740-DE94-462F-A145-7E058A733971
Attachment Code: D603918 Certificate ID: 22247783

POLICY NUMBER: BAP 0112780-10

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: SCS Engineers

Endorsement Effective Date: 4/1/2025

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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Docusign Envelope ID: 33657740-DE94-462F-A145-7E058A733971
Attachment Code: D603914 Certificate ID: 22247783

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 4/1/2025 Endorsement No.

Policy No. WC0112779-10

Insured: Stearns, Conrad and Schmidt, Consulting Engineers, Inc. Premium $

Insurance Company: Zurich American Insurance Company

Copyright 1983 National Council on Compensation Insurance, Inc.

Docusign Envelope ID: 33657740-DE94-462F-A145-7E058A733971
Attachment Code: D603915 Certificate ID: 22247783

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on: 4/1/2025 at 12:01 A.M. standard time, forms a part of

Policy No. WC0112779-10 Endorsement No.

of the: Zurich American Insurance Company

issued to: SCS Engineers

Premium (if any) $

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	**Job Description**
ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION	

Docusign Envelope ID: 33657740-DE94-462F-A145-7E058A733971
Attachment Code: D603904 Certificate ID: 22247783

Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0112778-10	3/31/2025	3/31/2026	3/31/2025			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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Docusign Envelope ID: 33657740-DE94-462F-A145-7E058A733971
Attachment Code: D603905 Certificate ID: 22247783

Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 0112780-10	4/1/2025	4/1/2026	4/1/2025		**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;

2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and

3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or

2. At least 30 days prior to the effective date of:

a. Cancellation, if cancelled for any reason other than nonpayment of premium; or

b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;

2. Negate the cancellation or non-renewal; or

3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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Attachment Code: D603906 Certificate ID: 22247783

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 4/1/2025 Policy No. WC0112779-10 Endorsement No.
Insured: Stearns, Conrad and Schmidt, Consulting Engineers, Inc. Premium $

Insurance Company Zurich American Insurance Company

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Attachment Code: D603906 Certificate ID: 22247783

Docusign Envelope ID: 33657740-DE94-462F-A145-7E058A733971

PURCHASE ORDER

CITY of SOUTH PASADENA

Finance Department, 1414 Mission Street
South Pasadena, CA 91030 Tel: (626) 403-7254
Email: AP@southpasadenaca.gov

INVOICE IN DUPLICATE TO: 25,584.00

Ships to:

SCS Engineers
438 S. Marengo Ave.
Pasadena, CA 91101

City of South Pasadena
1414 Mission St.
South Pasadena, CA 91030

DATE OF ORDER	AS PER QUOTATION	TERMS	F.O.B.	FRT. PREPAID	DELIVER ON OR BEFORE
07/29/2025					

ITEM	QUANTITY	DESCRIPTION	UNIT PR.	UNIT	DISC.	AMOUNT
		Professional consulting services for assistance with waste contract management, SB1383 implementation, state compliance, etc.				29,500

Please ensure the following is included with the purchase order and check off boxes (if amounts exceed $500):

Total Amount $29,500

- ☐ Three Bids (Price Quotation Form)
- ☐ Memorandum (Bidding Exemptions)
- ☐ Staff Report (Amounts exceed $25,000)
- ■ Contracts

TERMS

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

Initial HL

APPROVED BY

Signed by: William Castrillon
4F05E8ED5BCD498...

DIRECTOR OF FINANCE

NOT A PURCHASE ORDER UNLESS SIGNED

ACCOUNT #

101-6010-6015-8170-000 (Environmental Services, Professional Services Account)

APPROVED BY

DocuSigned by: Antenesh Tesfaye
E8D702C3D76C407...

DEPARTMENT HEAD

Docusign Envelope ID: 33657740-DE94-462F-A145-7E058A733971

City of South Pasadena

Memo

Date: July 29, 2025

To: William Castrillon, Budget and Purchasing Manager

From: Arpy Kasparian, Environmental Services & Sustainability Manager

Via: Anteneh Tesfaye, Acting Public Works Director

Re: Professional Services Agreement and Purchase Order for SCS Engineers, Consulting Services for SB1383 Implementation

---

Recommendation
It is recommended that a Professional Services Agreement and Purchase Order be approved/issued to SCS Engineers for professional consulting services related to SB1383 compliance and assistance with the City's transition to a three-stream waste collection system in the amount not to exceed $29,500.

Fiscal Impact
Expenditures for the purchase are included in the City's proposed Fiscal Year (FY) 2025-26 budget. Service will be funded by the Environmental Services Professional Services Account 101-6010-6015-8170-000 (Total: $55,000).

Background on SB 1383
SB 1383 is a state law aimed at reducing organic waste in landfills and cutting methane emissions. It requires cities to implement mandatory organics recycling programs, recover edible food for human consumption, and comply with a range of reporting, enforcement, and procurement requirements.

Scope of Services
SCS Engineers will provide support in the following areas:

- Oversight of the City's transition from a two-stream to a three-stream waste collection system
- Continued implementation and compliance with SB 1383 requirements
- Management of the City's SB 1383 grant
- Coordination with the San Gabriel Valley Council of Governments (SGVCOG) for the edible food recovery program
- General program support and coordination with the City's franchised waste hauler, Athens Services

Docusign Envelope ID: 33657740-DE94-462F-A145-7E058A733971

Consultant Selection
SCS Engineers was selected due to their unique qualifications and existing involvement in the City's solid waste programs. The firm has a strong track record of helping local jurisdictions comply with SB 1383 and other state mandates. Additionally, they:

- Are based locally and readily available for in-person or virtual coordination
- Have in-depth knowledge of South Pasadena's waste management practices and internal procedures
- Currently complete the City's annual electronic report to CalRecycle in coordination with Athens Services
- Are already engaged in the programs listed above, which will ensure a seamless transition and continuity of work

This support is especially critical at this time given upcoming staff leave and the conclusion of the City's timeline under CalRecycle's SB 1383 Corrective Action Plan. CalRecycle may inspect the City's compliance status at any time. Having SCS Engineers in place will help ensure that the City continues to meet all regulatory requirements and is well-positioned for any future compliance review.

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

THIS AMENDMENT ("Amendment") is made on this 21st day of January 2026, by and between the CITY OF SOUTH PASADENA ("CITY") and SCS ENGINEERS. ("CONSULTANT').

RECITALS

WHEREAS, on July 30, 2025, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES ("Agreement") for CONSULTANT to ; and

WHEREAS, the original Agreement was in the amount of $29,500, which included all expenses and project costs defined in the Scope of Services; and

WHEREAS, the CITY desires to execute the first amendment to the Agreement to increase the total contract in an amount not to exceed of $20,000, for a new aggregate total of Agreement and Amendment sum total of $49,500; and

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

1. That Section 2.4 "Maximum Amount" of the Agreement is hereby amended to read as follows:
   "Maximum Amount": The highest total compensation and cost payable to CONSULTANT by CITY under this agreement. The Maximum Amount under this Agreement is forty nine thousand five hundred Dollars ($49,500).

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

"City"
City of South Pasadena

By:_____

Signature

Printed: Todd Hileman

Title: City Manager

Date:_____

"Consultant"
Consultant Name

By:_____
Signature

Printed:_____

Title: _____

Date:_____

Attest:

By:_____

Nikima S. Newsome, Chief City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne M. Diaz, City Attorney

Date:_____

City Council Agenda Report

ITEM NO. 9

DATE: January 21, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Greg Lloyd, Fire Chief

SUBJECT: **CONSIDERATION OF ADOPTION OF RESOLUTION NO. 7967 AUTHORIZING THE ACCEPTANCE OF A $25,000 GRANT FROM THE CALIFORNIA FIRE FOUNDATION FOR AN EMERGENCY PREPAREDNESS COMMUNITY OUTREACH PLAN AND ADOPT RESOLUTION NO. XXXX APPROPRIATING THE GRANT FUNDS**

Recommendation

Staff recommends that the City Council adopt Resolution No. 7967:

1. Authorizing acceptance of a $25,000 grant award from the California Fire Foundation to implement an Emergency Preparedness Community Outreach Plan to increase community enrollment in the City's emergency alerting and communication system (Attachment 1); and

2. Authorizing the City Manager (or designee) to execute all grant agreements and related documents required to receive and administer the funds, subject to City Attorney review; and

    a. Adopt Resolution No. xxxx appropriating $25,000 to Fund 244 - Reimbursable Grant Fund (Attachment 4), for implementation of the outreach plan.

Executive Summary

The California Fire Foundation has awarded the City of South Pasadena a $25,000 grant to fund an Emergency Preparedness Community Outreach Plan intended to significantly increase public participation in the City's emergency alerting and communication system. The City currently utilizes Connect South Pasadena; however, staff is also evaluating other platforms that may provide improved coordination and communication.

At present, community enrollment is estimated at approximately 10 percent, which limits the City's ability to deliver timely, life-safety information during emergencies. The grant-funded outreach plan establishes a measurable target of 75 percent community enrollment through a coordinated, multi-channel public education and sign-up campaign, leveraging community events, partnerships, and targeted communications.

Council action is requested to adopt a resolution authorizing acceptance of the grant funds, authorizing the City Manager (or designee) to execute required grant documents, and appropriating the revenue and expenditures consistent with grant requirements. Matching

support for the grant will be provided through staff time devoted to executing outreach and education activities and managing and reporting on the grant.

Background
The California Fire Foundation has awarded the City $25,000 to support an Emergency Preparedness Community Outreach Plan with the goal of increasing enrollment in the City's emergency alerting and communication system to 75 percent of the community.

Analysis
The ability to rapidly communicate accurate, life-safety information to residents and businesses is essential during emergencies such as wildfires, wind events, hazardous materials incidents, evacuations, major traffic disruptions, and other incidents that impact public safety. The City currently uses Connect South Pasadena as its emergency alerting and communication software.

Current enrollment is estimated at approximately 10 percent of the community, which limits the effectiveness of emergency messaging and the City's ability to provide timely direction during incidents. The Fire Department, in coordination with City staff, is also evaluating other platforms that may provide improved coordination and communication; however, the effectiveness of any platform depends heavily on broad community participation.

Acceptance of this grant will allow the City to implement a structured outreach effort designed to significantly increase enrollment and preparedness awareness through coordinated public education, in-person events, and targeted communications.

Program goals:
The program goals include increased enrollment in the City's emergency alerting and communication platform from approximately 10 percent to 75 percent through a focused, measurable outreach plan.

Grant-funded activities are anticipated to include :

- A citywide enrollment campaign using consistent messaging, easy "how-to" materials, and multilingual outreach, as feasible
- In-person enrollment support at community events (e.g., farmers market, school events, library events, City Hall), including "sign-up stations" and QR-code-based enrollment
- Partnership outreach with schools, HOAs, senior-serving organizations, faith-based organizations, and local businesses to broaden participation
- Direct communication efforts such as utility-bill inserts, targeted postcards, flyers, and digital communications
- Preparedness workshops and demonstrations aligned with CERT/Ready campaigns and seasonal hazard awareness (fire season/wind events)
- Performance tracking to monitor enrollment gains over time and adjust outreach methods to meet the 75 percent target

Platform considerations
The City currently uses Connect South Pasadena. Staff is evaluating whether other platforms may provide improved coordination and communication (e.g., enhanced mapping, two-way messaging, multilingual capabilities, or integration with other systems). Grant activities will be structured to support enrollment and engagement regardless of the platform ultimately selected, consistent with grant requirements.

Fiscal Impact
The California Fire Foundation award provides $25,000 in grant funding for the outreach plan. Fiscal impact will include approximately $10,000 in additional staffing costs to execute the campaign. Staff will focus on leveraging currently budgeted events, such as CERT training, and the use of on-duty Fire Department personnel to remain within existing budget parameters. Matching support for the purpose of this grant will involve staff time devoted to executing education and outreach activities and administering, managing, and reporting on the grant.

The proposed Budget Resolution will appropriate $25,000 in grant revenue (account 244-5010-0002-5071-004) and $25,000 in grant expenditures (account 244-5010-0002-8050-000) for outreach materials, printing/mailing, event support, translation services, as feasible, and related program costs consistent with the grant award

Key Performance Indicators and Strategic Plan
This project aligns with the City's Strategic Plan Goal 3 to develop a comprehensive emergency response plan to ensure public safety through active response and recovery efforts.

Attachment:
Attachment No. 1 - Resolution No. 7967 Accepting Grant Funds from California Fire Foundation
Attachment 2 - Connect South PasadenaPacket
Attachment 3 -APPROVED! Important Grant Documents

RESOLUTION NO. 7967

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTHORIZING THE GRANT ACCEPTANCE, AND EXECUTION OF GRANT FUNDING AGREEMENTS AND DOCUMENTS FROM THE CALIFORNIA FIRE FOUNDATION FOR THE CITY OF SOUTH PASADENA'S EMERGENCY ALERTING EDUCATION PROJECT

WHEREAS, the City of South Pasadena's Strategic Plan and Council priorities include an emphasis on emergency preparedness and public education; and

WHEREAS, the City of South Pasadena is eligible to receive Federal, State and Local funding for projects related to emergency preparedness ; and,

WHEREAS, the City of South Pasadena has applied for and been awarded grant funding for the Connect South Pasadena Emergency Alerting Education Project from the California Fire Foundation; and,

WHEREAS, the City of South Pasadena wishes to delegate authorization to execute these funding agreements and any amendments thereto to the City Manager, or designee.

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

SECTION 1. The City Council hereby accepts the grant funds in the amount of $25,000 from the California Fire Foundation for the funding of an emergency preparedness community outreach plan.

SECTION 2. The City of South Pasadena City Manager, or designee is hereby authorized and directed to execute any funding agreements and any other agreements, documents or amendments thereto with the California Fire Foundation for the purposes of accepting the grant funds and implementing the Connect South Pasadena Emergency Alerting Education Project.

SECTION 3. The City of South Pasadena City Manager, or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain said grant funding.

SECTION 3. 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 21st day of January 2026.

_____
Mayor

ATTEST: **APPROVED AS TO FORM:**

_____ _____
Mark Perez, Acting Chief City Clerk Roxanne Diaz, City Attorney

I HEREBY CERTIFY the Resolution No. 7967 was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 21st of January 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Nikima Newsome, Chief City Clerk

Connect South Pasadena

2025 California Fire Foundation's Disaster Relief & Recovery Grant Application

South Pasadena Fire Department

Gregory Lloyd
817 Mound Ave
South Pasadena, CA 91030

O: 626-403-7306
M: 626-437-7500

Gregory Lloyd

glloyd@southpasadenaca.gov
O: 626-403-7306
M: 626-437-7500

FollowUp Form

Question Group

Organization

Name of the department, association or organization applying for grant funds.

South Pasadena Fire Department

Project Name

What is the name of your project?

Connect South Pasadena

Decision Date

12/15/2025

Amount Awarded

$25,000.00

GRANT AGREEMENT

This Grant Agreement contains the terms and conditions of the grant awarded to your department or organization ("Grantee"). By electronically signing this Grant Agreement and accepting grant funds from the California Fire Foundation ("Grantor"), an officer or director of the Grantee makes the following representations and agrees to the obligations and conditions set forth.

The California Fire Foundation requires this agreement to be electronically signed and related forms submitted prior to issuing any grant funds.

If you are not able to utilize all or part of the grant funds awarded for this project, contact us at **800.890.3213** or mailto:cffgrants@cpf.orgmailto:cffgrants@cpf.org**cffgrants@cpf.org**mailto:cffgrants@cpf.orgmailto:cffgrants@cpf.org

Use of Grant Funds*

1. Grant funds shall be expended solely in support of the objectives detailed in your proposal and budget for the above-referenced project.
2. Grant funds shall not be used for lobbying expenditures or to aid in the election or appointment of a public official or in the passage or defeat of a ballot measure.
3. Grantee agrees to defend and hold harmless the Grantor and its officers and employees from and against any claim, including the expenses of investigation and defense of such claim, arising out of or in any way connected with this grant or the expenditure of grant funds.

4. Grantee shall furnish to the Foundation any information concerning a major program or budget change in the proposal.
5. Grantee shall maintain financial records for expenditures and receipts relating to this grant, retaining these records and other supporting documentation that details all grant funds used for the approved proposal and budget.
6. Any unexpended or undisbursed project funds must be reported to the Foundation **and may not be retained** without prior written approval. Grantee is required to contact the California Fire Foundation to discuss the status and potential return or reallocation of any unspent funds, regardless of the amount.
7. The Foundation reserves the right to discontinue, modify or withhold any payment(s) that might otherwise be due under this grant, to require a refund of any unexpended funds, or both, if, in the Grantor's judgment, either of the following occur:
   - Grant funds have been used for purposes other than those contemplated by this agreement; or
   - Such action is necessary to comply with the requirements of any law or regulation affecting either the Grantee's or the Grantor's responsibilities under the grant.

I agree to the above

The http://cafirefoundation.orgCalifornia Fire Foundation prefers to issue grant awards via physical check. **A check will be sent by US Mail to the following address you provide:**

Grantee's Finance Contact (Name - First and Last)*
William Castrillon

Finance Contact's Email Address*
wcastrillon@southpasadenaca.gov

Finance Contact's Phone Number*
6264037250

Payee*
Name of department, agency or organization that the check is made payable to.

Important! *Payee name listed **must** **match** the name provided on the W-9 below.*

City of South Pasadena

Payee Address*
Address that the check should be sent to via US Mail

Example:

North County Relief Organization

Attn: Accounting

1234 Southern Street

SoCal, CA 56789

City of South Pasadena
1414 Mission St.
South Pasadena, CA 91030

W-9*

Upload a completed W-9 for the grantee (download a blank one here)

Important! *The uploaded W-9 **must include** a signature and date, and the name provided on the W-9 **must match** the payee name listed in the Disbursement of Funds section above.*

PDF

City of South Pasadena W-9 Form 4-29-2025.pdf

Compliance*

1. Grantee shall not engage in any activity that is inconsistent with the terms of this Grant Agreement, including using these funds in a fashion inconsistent with the Grantor's status as an organization exempt from taxation under Internal Revenue Code Section 501(c)(3) and related IRS regulations and rulings.
2. Grantee shall not, directly or indirectly, engage in, support, or promote violence or terrorist-related activities.

I agree to the above

Cooperation*

1. Grantee shall cooperate with the Grantor in supplying additional information or in complying with any procedures which might be required by any governmental agency in order for the Grantor to establish the fact that it has observed all requirements of the law with respect to this grant.

I agree to the above

Partnership Recognition*

It is an expectation that Grantee publicly acknowledges this award. In recognition of the funding partnership, Grantee agrees to:

1. Acknowledge California Fire Foundation's support in your public communication(s) -- referencing these toolkits (**ENGLISH** | **SPANISH**), which contain graphics, social post ideas, sample quotes, newsletter/website copy and example press releases;
2. Always use our full name -- ***California Fire Foundation*** -- when publicly referencing the partnership; and
3. Include this written acknowledgement when referencing the grant: *Funding for this project was made possible with a grant in partnership with the California Fire Foundation.*

I agree to the above

Grant Reporting*

1. Grantee shall submit a brief final impact report through the Grantor's **online grants' portal** *no later than* **45 calendar days** after the end date of Grantee's project or within one year of receiving grant funds,

whichever occurs first. ***NOTE: *Access to the final impact report will appear on Grantee's dashboard in the portal shortly after this agreement is submitted and Grantor has issued award.*

2. Grantee's final report shall include:
    - A summary of what was accomplished within the project period via the expenditure of grant funds;
    - The status of project objectives with respect to how grant funds were expended to attain said objectives;
    - A description of progress made, including any challenges, opportunities, or outcomes;
    - Media, including links to pictures and/or video clips highlighting Grantee's project; and
    - A run-down of grant-related expenditures, ***including applicable receipts and/or invoices.***

Failure to submit a final report as required may result in the Grantee being deemed ineligible for future grant opportunities from the California Fire Foundation.

I agree to the above

ACCEPTANCE

By electronically signing this Grant Agreement below, the Grantee's signatory represents to the Grantor that they have the authority to sign this agreement on behalf of the Grantee. *This grant may be withdrawn if you do not accept and submit a completed grant agreement within 14 calendar days.*

By selecting the "I Accept Grant Terms and Conditions" below, Grantee agrees to accept and comply with the stated terms and conditions of this grant.

*

I Accept Grant Terms and Conditions

Name of Signatory (First, MI and Last)*

DISCLAIMER: *By typing your name below you are signing this Grant Agreement electronically. You agree that your electronic signature is the legal equivalent of your manual signature on this agreement.*

Gregory M Lloyd

Signatory's Title*

Fire Chief

The California Fire Foundation truly values this opportunity to partner with you on your project and wishes you every success in the coming weeks and months!

One submitted, your responses cannot be edited. Carefully review your answers prior to submitting. After submitting your completed Grant Agreement, you will receive an email confirmation from us. If you haven't already, please be sure to mark administrator@grantinterface.com as a safe sender.

File Attachment Summary

Applicant File Uploads

- City of South Pasadena W-9 Form 4-29-2025.pdf

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

City of South Pasadena

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) Municipality / Local Government

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

1414 Mission Street

Requester's name and address (optional)

6 City, state, and ZIP code

South Pasadena, CA 91030

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

9	5	-	6	0	0	7	9	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] | **Date** 4/29/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

From: California Fire Foundation
To: Greg Lloyd
Subject: APPROVED! Important Grant Documents
Date: Monday, December 15, 2025 1:02:04 PM

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.

Date: 12/15/2025
Applicant: South Pasadena Fire Department
Amount Awarded: $25,000.00
Project Name: Connect South Pasadena

Congratulations! On behalf of the California Fire Foundation (CFF), a nonprofit 501(c)(3) charitable organization formed in 1987, it is a pleasure to inform you that we have approved a grant in the amount of $25,000.00 for South Pasadena Fire Department's above-referenced project.

The California Fire Foundation greatly appreciates the opportunity to learn about your programming and partner with your organization.

Log into our grants portal to access the Grant Agreement from your dashboard. The Grant Agreement contains the terms and conditions governing your use of our grant funds. It must be electronically signed and submitted by an officer or director. Please note that the Foundation will not disburse payment on this grant until the completed agreement is submitted. Additionally, *this grant may be withdrawn if you do not submit a completed Grant Agreement within 14 calendar days.*

Upon submitting your completed agreement, we urge you to publicly announce our partnership using the resources provided in these toolkits:ENGLISH | SPANISH

If you have any questions about this grant, or your circumstances have changed since you applied for funding, please contact our office at (800) 890-3213 or via email at cffgrants@cpf.org as soon as possible. In all correspondence with us, please include your department, association or organization name and appropriate contact information.

Thank you for the care you took in developing your proposal. The California Fire Foundation is honored to support your project and we wish you much success!

Sincerely,

Brian K. Rice
Chair, California Fire Foundation
http://www.cafirefoundation.org

City Council Agenda Report

ITEM NO. 10

DATE: January 21, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Greg Lloyd, Fire Chief

SUBJECT: **CONSIDERATION OF ADOPTION OF RESOLUTION NO. 7968 TO APPROVE A NEW FIVE-YEAR AGREEMENT WITH THE LOS ANGELES COUNTY DEPARTMENT OF AGRICULTURAL COMMISSIONER AND WEIGHTS AND MEASURES FOR HAZARDOUS VEGETATION MANAGEMENT SERVICES**

Recommendation

It is recommended that the City Council adopt the resolution approving a new five-year agreement between the City of South Pasadena and the County of Los Angeles Department of Agricultural Commissioner and Weights and Measures for hazardous vegetation management services on vacant and unimproved private properties for the term of July 1, 2026 through June 30, 2031.

Executive Summary

The City of South Pasadena has participated in the Los Angeles County hazardous vegetation management program since 2011. The current five-year agreement with the County expires on June 30, 2026. Renewal of the agreement will allow the County Department of Agricultural Commissioner and Weights and Measures to continue inspecting and abating hazardous vegetation on vacant private properties that pose a fire risk. The program remains an efficient and cost recovery-based method to reduce wildfire hazards, ensure compliance with applicable laws, and protect public safety.

Background

The City partners with the County of Los Angeles Department of Agricultural Commissioner and Weights and Measures to administer hazardous vegetation management services commonly referred to as weed abatement.

The City Council previously approved a five-year agreement covering the period from July 1, 2021 through June 30, 2026. The County has requested confirmation of the City's intent to renew the agreement for the subsequent five-year term from July 1, 2026 through June 30, 2031.

Analysis

The Los Angeles County Hazardous Vegetation Management (Weed Abatement) Program is designed to reduce fire risk by ensuring properties are kept free of excessive weeds, brush, and other hazardous vegetation that can act as fuel for wildfires, providing defensible space that helps firefighters protect homes and neighborhoods and reduces the likelihood of fires

starting or spreading.

The South Pasadena Fire Department works closely with County staff to identify high risk properties, respond to complaints, and support enforcement efforts. Property owners are notified and provided an opportunity to voluntarily abate identified hazards. If a property owner fails to comply, the County may perform the abatement and recover costs through a special assessment process.

The proposed five-year agreement for hazardous vegetation management is substantially similar to the existing agreement currently in effect and does not introduce any major changes to the overall structure, administration, or cost recovery framework of the program. The primary purpose of the agreement remains the inspection and abatement of hazardous vegetation on vacant and unimproved private properties.

Two minor updates are included in the renewed agreement. First, the agreement establishes a provision allowing the County to contract out vegetation abatement work to qualified third party contractors if necessary. This provision provides operational flexibility to ensure timely completion of abatement activities during periods of increased workload or limited staffing, while maintaining County oversight and program accountability.

Second, the scope of work has been refined to focus exclusively on hazardous vegetation removal. Rubbish and waste removal have been eliminated from the scope of services. This refinement aligns the agreement more closely with the County's statutory authority and the City's wildfire hazard mitigation objectives, while avoiding overlap with other municipal solid waste or code enforcement programs.

These updates are administrative in nature and do not alter the City's role, liability, or financial obligations under the agreement. The program continues to operate on a cost recovery basis, with property owners responsible for abatement costs when voluntary compliance is not achieved. Renewal of the agreement ensures continuity of service, improves operational clarity, and supports the City's ongoing wildfire risk reduction efforts.

Fiscal Impact
There is no direct fiscal impact associated with renewal of the agreement beyond routine staff coordination and administrative support. Property owners who fail to abate hazardous vegetation are assessed fees by the County to recover the full cost of inspection, abatement, and program administration.

Attachment:
Attachment_1_-_Resolution No.
7968_Approving_Weed_Abatement_Agreement_with_County
Attachment 2 Compared_Report_Agreement_City_of_South_Pasadena
Attachment 3 South_Pasadena_5-yr_Confirmation_Agrmt._Renewal

CITY OF SOUTH PASADENA
RESOLUTION NO. 7968

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA APPROVING THE RENEWAL OF A FIVE YEAR AGREEMENT WITH THE COUNTY OF LOS ANGELES DEPARTMENT OF AGRICULTURAL COMMISSIONER AND WEIGHTS AND MEASURES FOR HAZARDOUS VEGETATION MANAGEMENT SERVICES

WHEREAS, the City of South Pasadena has authority to take actions necessary to protect the public health, safety, and welfare, including the mitigation of fire hazards caused by hazardous vegetation on private property; and

WHEREAS, the City has participated since 2011 in the County of Los Angeles hazardous vegetation management program administered by the Department of Agricultural Commissioner and Weights and Measures; and

WHEREAS, the City Council previously approved a five year agreement with the County of Los Angeles Department of Agricultural Commissioner and Weights and Measures for hazardous vegetation management services, which expires on June 30, 2026; and

WHEREAS, the County of Los Angeles has requested confirmation of the City's intent to renew the agreement for an additional five year term from July 1, 2026 through June 30, 2031; and

WHEREAS, the proposed renewal agreement is substantially similar to the existing agreement and does not include material changes to the program structure, administration, or cost recovery methodology; and

WHEREAS, the renewal agreement includes minor revisions clarifying that the County may utilize third party contractors to perform vegetation abatement services if necessary and refining the scope of work to hazardous vegetation removal; and

WHEREAS, the hazardous vegetation management program operates on a cost recovery basis, with costs assessed to noncompliant property owners, and does not result in a direct fiscal impact to the City.

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

SECTION 1. The City Council hereby approves the new five year agreement between the City of South Pasadena and the County of Los Angeles Department of Agricultural Commissioner and Weights and Measures for hazardous vegetation management services for the term of July 1, 2026 through June 30, 2031, in the final form approved by the City Attorney.

SECTION 2. The City Manager is authorized to execute the agreement and any related documents necessary to carry out the intent of this resolution, subject to approval as to form by the City Attorney.

SECTION 3. This resolution shall take effect immediately upon adoption.

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 City Council and shall cause the same to be listed in the records for the City.

PASSED, APPROVED AND ADOPTED ON this 21st day of January 2026.

_____
Sheila Rossi, Mayor

ATTEST:

_____
Nikima S. Newsome, Chief 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 21st day of January 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Nikima S. Newsome, Chief City Clerk

12/9/2025 10:55:18 AM

Compare Results

Old File:

South Pasadena 5 yr. Agreement 2021-26_CoCo approved.pdf

6 pages (78 KB)
6/21/2021 4:42:54 PM

versus

New File:

Agreement_City of South Pasadena.pdf

6 pages (120 KB)
12/8/2025 11:30:34 AM

Total Changes

66

Text only comparison

Content

48 Replacements
9 Insertions
9 Deletions

Styling and Annotations

0 Styling
0 Annotations

Go to First Change (page 1)

WEED ABATEMENT SERVICE

AGREEMENT

THIS AGREEMENT, dated upon execution by both parties is made by and between the County of Los Angeles, hereinafter referred to as "County," and the CITY OF SOUTH PASADENA, hereinafter referred to as "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance of weed abatement functions within its boundaries on unimproved and designated improved properties by the County of Los Angeles, acting through its Agricultural Commissioner/Director of Weights and Measures.

(b) The County is agreeable to rendering such weed abatement services on the terms and conditions hereinafter set forth in this Agreement.

(c) This Agreement is authorized and provided for by the provisions of Section 56 ½ of the Charter of the County of Los Angeles and California Government Code (Government Code) section 51301 and is permissible in accordance with Government Code sections 54980 and 54981.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The County agrees, through the Agricultural Commissioner/Director of Weights and Measures, to provide weed abatement services within the corporate limits of the City in accordance with the provisions of Government Code sections 39560 through 39588.

Such services shall encompass the weed abatement duties and functions of the type coming within the jurisdiction of and customarily rendered by the County of Los Angeles Department of Agricultural Commissioner/ Weights and Measures under the Charter of County and the statutes of the State of California.

DRAFT

The level of service shall be the same basic level of weed abatement service that County otherwise provides for in the unincorporated areas of the County of Los Angeles by said Agricultural Commissioner/Director of Weights and Measures.

The County shall have the discretion to terminate services on tax default parcels.

The rendition of such services, the standard of performance, and other matters incidental to the performance of such services, and the control of personnel so employed shall remain at the discretion of the County.

The standard for hazardous vegetation clearance shall be equivalent to the Los Angeles County Fire Code, sections 325.2.1 and 325.2.2 being the same that applies in the unincorporated areas of the County of Los Angeles unless some other standard is requested by the City in writing and agreed to by County.

2. To facilitate the performance of said functions, it is hereby agreed that the County shall have full cooperation and assistance from the City Council and other City officer, agents, and employees.

3. For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, and supplies necessary to maintain the level of service to be rendered hereunder.

4. The County shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted, except that the County may subcontract specialized equipment and/or services pursuant to County procurement procedures using a competitive bidding process.

5. No City Employee as such shall be utilized for providing services rendered by County, and no person employed hereunder shall have any City pension, civil service, or any status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance thereof where necessary, every County officer and

DRAFT

employee engaged in the performance of any service hereunder shall be deemed to be an officer or employee of said City while performing services for said City, which services are within the scope of this Agreement and are purely municipal functions.

6. City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for the County, or any liability other than that provided for in this Agreement.

Except as herein otherwise specified, the City shall not be liable for compensation and/or indemnification to any County employee for any injury or sickness arising out of their employment.

7. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and is hereby made a part of and incorporated into this Agreement as if set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised Agreement, the subsequent Agreement as of its effective date shall supersede the Agreement previously in effect between the parties hereto.

The City understands and agrees that the fire protection indemnity provided in the Government Code sections 850 and 850.2 applies to the County for work pursuant to this Agreement.

8. This Agreement shall be effective commencing July 1, 2026, through June 30, 2031, unless sooner terminated as provided for herein.

The City may terminate this Agreement as of thirty-first day of December of any year upon notice in writing to the County on or before September 30 of the same year. The County may terminate this Agreement at any time and for any reason upon thirty (30) days' prior written notice to the City.

DRAFT

9. The City, acting through its City Council, will perform the necessary functions required of the legislative body to which is referred in Government Code sections 39560 through 39588, as they relate to the execution of this Agreement.

10. If the City fails to adopt a resolution declaring that weeds upon parcels of property located within the City to be a public nuisance pursuant to Government Code section 39561, then the County shall have no obligation to carry out its duties under this Agreement until such year that the City does adopt such resolution, unless the City's failure occurs in the final year of this Agreement, which shall mean the Agreement terminates.

11. It is the intent of this Agreement that the Agricultural Commissioner/Director of Weights and Measures of the County shall constitute the public officer designated by the City Council to perform the duties imposed by Government Code section 39560(a), and that the City Council of said City shall perform the duties of the legislative body as set forth in said section.

12. For and in consideration of the rendition of the foregoing services by the County, the City agrees that the costs of abating such weeds shall be assessed in the manner set forth in Government Code sections 39573 to 39585, and that upon collection of such assessments, they will be paid over to the County.

13. Each parcel, except tax-exempt parcels, upon which weeds, brush or rubbish are declared to be a public nuisance pursuant to paragraph 9 of this Agreement shall be assessed the current Board of Supervisors approved inspection fee whether or not it was necessary to perform abatement work upon the parcel.

14. The parties hereto contemplate that the services of the County are limited to weed abatement work and agree that such services are for no other or additional work.

15. This Agreement contains the entire Agreement between the County and the City for weed abatement services. This Agreement may not be modified except by formal amendment executed by the duly authorized representatives of the parties hereto.

16. Notices regarding this Agreement shall be addressed as follows:

DRAFT

COUNTY:

Adrian Zavala

Deputy Director

Los Angeles County Department of Agricultural Commissioner/

Weights & Measures

12300 Lower Azusa Road

Arcadia, California 91006-5872

CITY:

Mark Perez

Acting Chief City Clerk

City of South Pasadena

1414 Mission Street

South Pasadena, California 91030

DRAFT

IN WITNESS HEREOF, the CITY OF SOUTH PASADENA, by motion duly adopted by its City Council, caused this Agreement to be signed by its Mayor and attested by its Clerk, and the County of Los Angeles, by order of its Board of Supervisors, has caused these presents to be subscribed by the Chair of said Board and seal of said Board to be affixed thereto and attested by the Clerk of the Board.

CITY OF SOUTH PASADENA

By_____
Mayor

COUNTY OF LOS ANGELES

By_____
Chair, Board of Supervisors

ATTEST:

By_____
City Clerk

ATTEST:

EDWARD YEN, Executive Officer
Executive Office of the Board of Supervisors
of the County of Los Angeles

By_____
Deputy

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By_____
BLAINE MCPHILLIPS
Deputy County Counsel

DRAFT

COUNTY OF LOS ANGELES

Department of
Agricultural Commissioner/
Weights and Measures

Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

12300 Lower Azusa Road
Arcadia, CA 91006-5872
https://acwm.lacounty.gov

Maximiliano E. Regis
Chief Deputy

September 29, 2025

City of South Pasadena
Attn: Mark Perez, Acting Chief City Clerk
1414 Mission Street
South Pasadena, CA 91030

Dear Mr. Perez:

WEED ABATEMENT SERVICES AGREEMENT

The Agreement between the City of South Pasadena and the County of Los Angeles Agricultural Commissioner/Weights and Measures Department for Weed Abatement services expires on June 30, 2026. In order for us to plan for the upcoming season and beyond, we need to know if your City is planning to renew the Agreement. If so, you can expect to receive the new Agreement for your City Council's approval by February 2026.

Please sign below if your City will be renewing the Agreement for Weed Abatement services for the term of July 1, 2026, through June 30, 2031.

If you have any questions, please feel free to contact me at (626) 575-5487.

__*Gregory Lloyd*, Fire Chief **____09/30/25_____**
Signed Confirmation **Date**

Sincerely,

ADRIAN ZAVALA
Deputy Director/Bureau Chief
Weed Hazard and Integrated Pest Management Bureau

Jenny Rivas

Jenny Rivas
Staff Assistant II
Weed Hazard and Integrated Pest Management Bureau

AZ:jr

City Council Agenda Report

ITEM NO. 11

DATE: January 21, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Greg Lloyd, Fire Chief

SUBJECT: **CONSIDERATION OF ADOPTION OF RESOLUTION NO. 7969 TO ACCEPT LOS ANGELES COUNTY HEALTH SERVICES MEASURE B FUNDING IN THE AMOUNT UP TO $197,396**

Recommendation

It is recommended that the City Council adopt Resolution No. 7969 accepting the Los Angeles County Health Services Measure B funding in the total amount of $197,396 awarded to the City of South Pasadena.

Executive Summary

Los Angeles County has approved Measure B funding for the City of South Pasadena Fire Department in the amount of $197,396 to support critical EMS equipment purchases. The award will fund one cardiac monitor ($65,118) and two power cots with loading systems ($132,278). These purchases will strengthen patient assessment and treatment capabilities, improve operational readiness, and reduce responder injury risk associated with manual patient lifting.

The power cots were originally included as a General Fund enhancement for the Fire Department. With the successful grant application, the purchase will now be funded through Measure B, staff recommends reallocating the one-time enhancement of $121,000 to fund the critical bathroom renovation at the Fire Department Facility.

Background

Los Angeles County Health Services Measure B is a countywide special tax dedicated to supporting trauma and emergency medical services (EMS) capabilities and related preparedness. The County periodically makes Measure B funding available to local jurisdictions for eligible, one-time EMS and trauma-related needs, including equipment that improves patient outcomes and responder safety.

The City submitted a funding request for EMS equipment replacement/modernization, and the County approved the City's request in the amount of $197,396 to fund the purchase of critical life saving equipment.

Analysis

It is important to replace EMS equipment periodically to ensure reliability, safety, and clinical effectiveness, as medical devices experience wear, technological obsolescence, and evolving regulatory or clinical standards. Aging equipment is more prone to failure, may not meet

current patient care protocols, and can increase risk to patients and responders during critical, time-sensitive emergencies.

Pursuing grant funding when possible is equally important because EMS equipment is often high-cost and capital-intensive, and grants help offset the financial burden on local budgets while accelerating access to modern, lifesaving technology. Leveraging external funding allows agencies to maintain high service levels, improve outcomes, and remain fiscally responsible by preserving local resources for ongoing operations and staffing.

To that end, Fire Department staff pursued alternate funding sources for a number of critical EMS equipment.

Cardiac Monitor ($65,118)
The Fire Department's cardiac monitoring and defibrillation equipment is a mission-critical component of advanced life support (ALS) operations. Purchasing a new cardiac monitor will support reliable patient monitoring and ALS functions consistent with field requirements and County EMS protocols, replacing a unit that is over 15 years old.

Power Cots and Loading Systems (2 units; $132,278)
Power cots and powered loading systems reduce the need for manual lifting, improving employee safety by decreasing the risk of lifting-related injuries and enhancing safe loading/unloading operations. This aligns with the City's ongoing commitment to workplace health and safety.

Fiscal Impact
There is no net fiscal impact to the City associated with the approved Measure B-funded purchases. The City may initially pay vendor invoices through standard purchasing processes and will then seek reimbursement through Los Angeles County Health Services Measure B based on eligible purchases made.

Attachment:
Attachment No. 1 - Resolution No. 7969 - Measure B
Attachment No. 2 - MBAB Funding Proposal Form 2025

RESOLUTION NO. 7969

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF LOS ANGELES COUNTY HEALTH SERVICES MEASURE B FUNDING IN THE AMOUNT UP TO $197,396 AND AUTHORIZE PURCHASE OF EMS EQUIPMENT

WHEREAS, Los Angeles County voters approved Measure B, a countywide special tax dedicated to supporting trauma and emergency medical services (EMS) systems and preparedness; and

WHEREAS, Los Angeles County Health Services periodically allocates Measure B funds to local jurisdictions for eligible one-time EMS and trauma-related expenditures, including equipment that enhances patient care and responder safety; and

WHEREAS, The City of South Pasadena Fire Department applied for Measure B funding for the replacement and modernization of critical EMS equipment; and

WHEREAS, Los Angeles County Health Services approved Measure B funding for the City of South Pasadena in an amount up to **$197,396** to fund the purchase of one cardiac monitor and two power cots with powered loading systems; and

WHEREAS, The cardiac monitor will enhance advanced life support patient assessment and treatment capabilities and replace equipment that has exceeded its useful service life; and

WHEREAS, The power cots and loading systems will reduce manual lifting, improve operational efficiency, and decrease the risk of employee injury, consistent with the City’s commitment to workplace health and safety; and

WHEREAS, The City’s FY 2025–26 adopted budget included $121,000 in General Fund appropriations for gurney purchases, which will no longer be required due to the availability of Measure B funding; and

WHEREAS, Acceptance of the Measure B funds will allow the City to reallocate the previously budgeted General Fund amount back to the General Fund through a budget adjustment with no net fiscal impact to the City.

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

SECTION 1. The City Council hereby accepts Los Angeles County Health Services Measure B funding in an amount up to $197,396 for the purchase of EMS equipment, including one cardiac monitor and two power cots with powered loading systems.

SECTION 2. The City Manager, or designee, is hereby authorized and directed to execute and submit all agreements, certifications, reimbursement requests, and other documents required by Los Angeles County Health Services to receive and administer the Measure B funds.

SECTION 3. The City Council authorizes any necessary budget adjustments to recognize and appropriate Measure B revenue and corresponding equipment expenditures, and to reallocate $121,000 previously budgeted in FY 2025–26 under account 101-5010-5011-8520 back to the General Fund.

SECTION 4. Staff is authorized to procure the approved equipment in accordance with City purchasing policies and Measure B program requirements and to seek reimbursement from Los Angeles County for eligible expenditures

SECTION 5. 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 21st day of January 2026.

Sheila Rossi, Mayor

ATTEST:

Nikima Newsome, Chief 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 21st of January 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____

Nikima Newsome, Chief City Clerk

Los Angeles County Measure B Funding Proposal 2025

Measure B funding will be allocated on a one-time basis with all expenditures to be completed within 12 months of award. If the proposal requires year to year funding the proposer must provide supporting documents on how they will cover the on-going costs in future years.

Requesting Entity Name:	City of South Pasadena Fire Department
Point of Contact Name:	Fire Captain Daniel Dunn
Point of Contact Phone:	626-403-7300
Point of Contact email address:	ddunn@southpasadenaca.gov
Amount of Funding Requested:	$197,396.33
Brief Project Description:	The South Pasadena Fire Department (SPFD) is seeking Measure B Grant Funds to significantly enhance its emergency medical services (EMS) capabilities. These crucial funds will help offset the costs associated with delivering top-tier emergency care not only within South Pasadena but also to surrounding communities through mutual/auto aid agreements. Specifically, the SPFD aims to acquire essential equipment: One Cardiac Monitor (Zoll X-Series): This new monitor will replace an aging unit nearing the end of its service life. Upgrading to the Zoll X-Series ensures that the City's Rescue Ambulances (RAs) and Paramedic Assessment Engines (AUs) are fully equipped to provide Advanced Life Support (ALS) level response, meeting the highest standards of patient care. Two Powered Cots and Two Power Loading Systems: The department also requests funding to replace current gurneys with powered cots and power loading systems for two Paramedic Rescues. This modernization is vital for both patient safety and the well-being of our EMS personnel, as it will reduce the physical strain associated with manual lifting and loading. The SPFD's core mission is the preservation of life, property, and the environment. A significant portion of our service delivery to the community is dedicated to emergency medical response. Furthermore, SPFD plays a vital role in regional emergency response, routinely

	assisting neighboring cities such as Alhambra, Burbank, Glendale, Monterey Park, Arcadia, Monrovia, Montebello, Pasadena, Sierra Madre, San Gabriel, and San Marino. This extensive mutual aid network means the SPFD has the potential to deliver emergency medical care to a combined population of approximately 837,000 residents.
Describe the gap in Emergency Medical Services, Trauma Services or Bioterrorism Preparedness that the requested funds addresses: ***Discuss the current situation, strategy to solve the identified gap and how the allocation of Measure B funds benefits the citizens of Los Angeles County)***	The South Pasadena Fire Department (SPFD) faces significant challenges in maintaining and enhancing its emergency medical services (EMS) and trauma care capabilities. A primary concern is the age and obsolescence of essential equipment, a situation exacerbated by historical financial constraints and increasing pension costs that have prevented the City from establishing a dedicated equipment replacement fund. Consequently, many critical devices remain in frontline service well past their intended retirement dates. Beyond simple replacement, there's a pressing need to integrate new and emerging technologies embedded in modern devices. These advancements offer crucial opportunities to deliver a higher level of care and align with current best practices in EMS. Key technological advancements that would significantly benefit SPFD's operations include: Real BVM Help: This technology provides targeted ventilation volume and rate, a ventilation quality indicator (VQI), and a countdown timer. Studies show that over 90% of manual ventilation deliveries are either excessive or insufficient, with average rates often exceeding 30 ventilations per minute. Real BVM Help ensures high-quality ventilations, directly aligning with current ventilatory assist expectations taught in EMS Update 2021. Traumatic Brain Injury (TBI) Dashboard: This dashboard displays trending data on critical parameters, providing rescuers with vital, real-time information to rapidly treat and effectively manage TBI patients. This immediate insight is crucial for improving outcomes in severe trauma cases. Zoll Rescue Net Live: This system allows clinicians to remotely view real-time data from the X Series® monitor/defibrillator screen via a cellular or WiFi

	connection. This remote access facilitates timely medical direction and enhanced coordination, particularly valuable in dynamic emergencies. **Critical Equipment Deficiencies and Operational Impact** Currently, the SPFD operates daily with one Rescue Ambulance (RA) and one Paramedic Assessment Engine (AU). However, we frequently supplement staffing with a second RA and a second AU during periods of high call volume and for planned events, such as the Rose Parade and Rose Bowl. A significant gap exists in our current equipment inventory: Aging Cardiac Monitor: We currently possess only one cardiac monitor, which is nearing the end of its service life. This single point of failure poses a severe risk. Should this monitor fail, SPFD could become unable to staff all vehicles for critical incidents and major planned events with an advanced life support (ALS) level response. This directly compromises our ability to provide essential, life-saving care. Lack of Powered Gurneys with Powered Loading Systems: Our current manual gurneys present significant ergonomic hazards to our EMS personnel, contributing to injuries and impacting operational readiness. Equipping two Paramedic Rescues with powered gurneys and powered loading systems is essential. These systems will not only reduce the physical strain and risk of injury to our personnel but also ensure smoother, safer, and more efficient patient transport, particularly for trauma patients, minimizing movement and potential aggravation of injuries during loading. The inability to fully equip all emergency vehicles with modern, reliable ALS-level cardiac monitoring and safe patient transport systems creates a critical gap in SPFD's ability to provide consistent, high-quality emergency medical and trauma services to South Pasadena and the numerous surrounding communities we serve. This grant would directly address these deficiencies, ensuring our personnel are protected and our community receives the highest possible standard of care.

Justification: ***Place a checkmark next to each of the applicable statements and incorporate comments into your brief 2-3 paragraph narrative justification.***	☑ Achieves compliance with legal requirements, mandate, citation or audit. ☑ Increases capacity to meet patient care demand. ☐ Provides for improvements in emergency preparedness activities. ☑ Improves timely access to healthcare. ☑ Provides a new service for patients. ☑ Improves efficiency. ☑ Increases patient safety/reduces risk. ☐ Other Narrative Justification: Narrative Justification: The City of South Pasadena, population 25,000, is located in Los Angeles County, California, and shares borders several cities, including the City of Los Angeles with a population of 3.8 million, and the City of Pasadena with a population of 144,000. It is a residential community with a small downtown area that will soon be expanded with a new residential/commercial development. The downtown is home to a Gold Line Light Rail station. Mass transit trains run through the City approximately every 15 minutes from 4:00 a.m. through 2:00 a.m. There are some areas in our "hill section" that are not yet developed, and the streets/utilities only exist on paper. South Pasadena is known for its plethora of historic homes, many of which are either on or eligible for the National Register of Historic Places. The City has one fire station, which houses all vehicles and staff. There are 22 uniformed and one non-uniformed positions. Of the over 2,700 calls in 2024, more than 80% were for emergency medical services. South Pasadena covers 3.44 square miles and has active and well-established automatic aid agreements covering 11 additional communities. Considering these agreements, the Fire Department helps to protect an additional 812,000 residents. South Pasadena Fire also responds to emergencies in the unincorporated areas of Los Angeles County and parts of the City of Los Angeles. The City responds annually to a

	few calls outside the county, such as for brush fires. South Pasadena Fire Department frequently assists at prominent Los Angeles area sites such as the world-famous Rose Bowl and at the Rose Parade in Pasadena and would be asked to respond in the event of a catastrophic or terrorist event at major stadiums (Staples Center, Dodger Stadium, the Coliseum), one of the deepwater ports in Los Angeles or Long Beach, airports and more. South Pasadena is also home to part of the Arroyo Seco – a natural canyon/watershed area that includes a concrete flood channel for the Los Angeles River. This grant request directly addresses critical operational needs and aligns perfectly with the stated goals of Measure B, which aims to enhance emergency medical care delivery, promote responder safety, and improve system readiness. The proposed acquisitions—replacement cardiac monitors and a power cot with an auto-loading system—will significantly improve the South Pasadena Fire Department's (SPFD) ability to protect life and property while simultaneously safeguarding its invaluable EMS personnel. **Justification for Cardiac Monitor Replacement:** • **Elevated Patient Care and Compliance:** Replacing the current cardiac monitors is essential for increasing SPFD's service level and ensuring all Fire apparatus can deliver the highest standard of Advanced Life Support (ALS) interventions. This upgrade is crucial for complying with the most recent Los Angeles County Emergency Service Authority standards for cardiac arrest and traumatic head injury management, directly improving pre-hospital patient outcomes. **Justification for Power Cot and Auto-Loading System:** • **Critical EMS Personnel Safety and Cost Reduction:** SPFD has experienced a concerning rise in lifting-related back injuries among EMS personnel, leading to costly worker's compensation claims, reduced workforce availability, and increased staffing burdens. A power cot and auto-loading system will substantially mitigate these injuries by eliminating the need for manual patient lifting, a primary cause of these incidents. As supported by findings in the *American Journal of Industrial Medicine* (Pryce et al., 2024), adopting such systems leads to a statistically significant

	decline in occupational injuries, reduced time lost from work, and improved morale. The long-term cost savings from injury prevention are anticipated to offset the initial capital investment, making this a fiscally responsible decision. • **Enhanced Trauma Patient Care:** Beyond personnel safety, this equipment directly benefits trauma patients by providing rapid, stable, and controlled movement. It reduces jarring, minimizes movement of spinal or orthopedic injuries, and expedites transport time—all vital for improving trauma care outcomes. The auto-loading function ensures secure and efficient loading, even under challenging conditions or with limited manpower. In conclusion, this grant request is not merely an equipment upgrade but a strategic investment in the health and safety of SPFD's EMS personnel and the quality of emergency medical care provided to the community. By directly addressing current injury trends and ensuring compliance with advanced medical standards, these acquisitions represent a proactive and essential step towards a safer, more resilient, and highly effective emergency response operation for the South Pasadena Fire Department. This award would significantly enhance the department's daily operations and positively impact its ability to protect life and property. The replacement of these cardiac monitors will increase our current service level and allow all Fire apparatus to deliver the highest level of ALS interventions and comply with the most recent Los Angeles County Emergency Service Authority standards associated with cardiac arrest and traumatic head injury management.
Timeline **When *funds will be needed, how long will it take to implement. Explain/list the major milestones to achieve implementation and the approximate timeline for each.***	These items requested can be placed into service immediately upon receipt from the vendor. Members will complete a training course provided by Zoll and Ferno before the arrival of the new monitor, gurney, and loading system. None of the requested equipment requires a rollout or implementation process. All personnel are familiar with each of the requested devices and can efficiently operate each monitor and gurney with minimal training to utilize

	these additional features. No equipment will require modification to supply the requested devices.

Provide as separate attachments the following supporting documents:

- List of equipment and price quotations for equipment purchases.

- Financial statements will be required for funding request to offset the operational loss for providing a specific service (e.g. Trauma Services). The financial statements must clearly show direct expenses incurred and revenue received and expected to be received from all sources (including subsidy and donations) for providing the service, with the request for Measure B funding no more than the gap between the revenue and expenses.

- For proposed new services or activities, a detailed budget must accompany the funding request, that includes a list of personnel, equipment, supplies and services costs, and an explanation of how these costs are determined.

- When a request requires the hiring of personnel or incurring other long-term financial obligations (e.g. lease) for future years, the requesting entity must provide supporting documentation demonstrating how they will cover the personnel cost and these obligations if Measure B funding is not available in future years.

- If the requesting entity is a Los Angeles County department, provide a letter from the submitting entities Chief Executive Officer or Department Head approving the addition of the requested item to the department's budget.

- Project Timeline: Include how soon project would begin once funded. For one-time funding, indicate the total time needed to complete project and major milestones along the timeline.

Submit all documents via mail or email no later than June 26 of this year to:

Los Angeles County

Emergency Medical Services Agency

Measure B Advisory Board

10100 Pioneer Boulevard, Suite 200

Santa Fe Springs, CA 90670

Attention: Jacqui Rifenburg

jrifenburg@dhs.lacounty.gov

City Council Agenda Report

ITEM NO. 12

DATE: January 21, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Julian Lee, Public Works Director
Michael Vartanians, City Engineer
Michael Lau, Public Works Project Manager

SUBJECT: **CONSIDERATION OF AWARD OF A THREE-YEAR MAINTENANCE CONTRACT TO PAVECO CONSTRUCTION AND CT&T CONCRETE PAVING FOR ON-CALL SIDEWALK REPAIR SERVICES BETWEEN FISCAL YEARS 2025-2026 AND FISCAL YEARS 2028-2029, WITH THE OPTION TO EXTEND THE CONTRACT FOR TWO ADDITIONAL ONE-YEAR EXTENSIONS**

Recommendation

It is recommended that the City Council:

1. Award two three-year maintenance contracts to Paveco Construction and CT&T Concrete Paving (Contractors) to provide sidewalk repair services between fiscal years (FY) 2025-2026 and 2028-2029, with the option to extend the contracts twice for an additional one year per extension, subject to a Consumer Price Index (CPI) increase to the rates in each FY;
2. Authorize the City Manager to finalize and enter into maintenance contracts with Paveco Construction and CT&T Concrete Paving, in the form approved by the City Attorney and City Manager, and execute any related documents;
3. Reject all other proposals received;
4. Approve Purchase Orders to each Contractor in the not-to-exceed amount of $30,000 for the remainder of FY 2025-2026, ending June 30, 2026.

Executive Summary

This item considers the award of three year maintenance contracts to two contractors, Paveco Construction (Attachment No. 1) and CT&T Concrete Paving (Attachment No. 2) to provide sidewalk repair services to the City between FY 2025-2026 and 2028-2029, with the option to extend the contracts twice for an additional one year per extension, subject to a Consumer Price Index (CPI) increase to the rates and contract value in each FY. Purchase Orders will be issued to each Contractor in the not-to-exceed amount of $30,000 for work through the end of FY 2025-2026, ending June 30, 2026. Future Purchase Orders for subsequent FY will be determined during the budgetary process.

Background

The City's Public Works Department is responsible for maintenance and repair of the City's sidewalks within the City's public right-of-way. The award of a maintenance contract (Attachment 1 and 2) to a construction vendor for sidewalk repair services is subject to

approval by the City Council as a Public Works Contract pursuant to the South Pasadena Municipal Code.

On September 16, 2025 the City released a Request for Proposals (RFP) seeking contractors to perform sidewalk repair services. On October 8, 2025 eleven (11) proposals were received with unit prices associated with the various tasks required. The contractors that submitted proposals included:

1. Access Pacific, Inc.
2. CJ Concrete Construction, Inc.
3. CT&T Concrete Paving, Inc.
4. FS Contractors, Inc.
5. G.M. Sager Construction Co. Inc.
6. Gentry General Engineering, Inc.
7. Hardy & Harper, Inc.
8. Martinez Landscape Co. Inc.
9. Paveco Construction, Inc.
10. Pub Construction Inc.
11. We R Builders, Inc.

Sidewalk repair services will be executed on an as-needed basis to address repairs to sidewalk surfaces including but not limited to: sidewalk surfaces, curb and gutter and driveways within the City's right-of-way.

Analysis
The requested services include provision of all required supplies, materials, equipment and labor for sidewalk repair services. South Pasadena Municipal Code section 2.99-29(11) allows City Council to award contracts for services based on best value procurement and qualifications-based selection. Public Works staff evaluated the submitted proposals based on qualifications, experience, and costs. Based on the analysis of the proposal, staff is recommending a maintenance contract be awarded to both Paveco Construction and CT&T Concrete Paving.

Fiscal Impact
Funding for this maintenance contract will be comprised from the Public Works Operations Budget. As discussed, street repair services will be executed on an as-needed basis. Purchase Orders will be issued to each Contractor in the not-to-exceed amount of $30,000 for work through the end of FY 2025-2026, ending June 30, 2026. Future Purchase Orders for subsequent FY will be determined during the budgetary process.

Unit prices received as part of the RFP shall be adjusted each FY to incorporate a cost-of-living increase determined by the CPI. It is anticipated that should the maintenance contract extensions be executed, the same funding source will be used. However, these budgets may require adjustment by contract amendment, given available funding, and/or the cost of services in future years.

For Purchase orders for the remainder of FY 2025-2026 staff will be utilizing Street Maintenance Operating Fund account 230-6010-6116-8180-000, which currently has $120,500.

Funds from the following accounts will be transferred to the above account:

Funding Sources	Amount
230-6010-6116-8100-000	$20,000
230-6010-6116-9110-000	$20,000
101-6010-6011-8180-000	$19,500

After fund transfers the balance of account string 230-6010-6116-8180-000 will be $180,000.

Key Performance Indicators and Strategic Plan
This item is related to roadway maintenance services and is associated with a Council Priority 2B (Infrastructure – Sidewalk Repair)

Commission Review and Recommendation
This item was not reviewed by a City Commission.

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
Sidewalk maintenance services on existing infrastructure is exempt from the California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class 1 "existing facilities."

Attachment:
Attachment No. 1-Paveco Sidewalks Maintenance Agreement
Attachment No. 2-CTT sidewalks Maintenance Agreement

MAINTENANCE AGREEMENT
Providing Payment of Prevailing Wages

(City of South Pasadena / Paveco Construction Inc.)

1. IDENTIFICATION

This MAINTENANCE AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and **Paveco Construction Inc.** ("Contractor").

2. RECITALS

2.1. City has determined that it requires the following recurring maintenance services from a contractor: **On-Call Citywide Sidewalk Repairs**

2.2. Contractor represents that it is fully qualified to perform such maintenance services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such maintenance services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

3.1. "Scope of Services": Such maintenance services as are set forth in the attached scope of work attached hereto as **Exhibit A** and incorporated herein by this reference.

3.2. "Agreement Administrator": The Agreement Administrator for this project is Julian Lee, Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Contractor

3.3. "Cost of Services": see **Exhibit B**.

3.4. "Maximum Amount": The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement shall be

determined by the adopted annual budget for these services and as determined by the Public Works Director.

3.5. "Commencement Date": January 22, 2026

3.6. "Termination Date": This Agreement shall termination on June 30, 2029 ("Initial Term"), unless terminated or extended by the City as set forth herein.

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 15 ("Termination") below.

5. CONTRACTOR'S DUTIES

5.1. **Services**. Contractor shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

5.2. **Coordination with City**. In performing services under this Agreement, Contractor shall coordinate all contact with City through its Agreement Administrator.

5.3. **Budgetary Notification**. Contractor shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Contractor shall concurrently inform the Agreement Administrator, in writing, of Contractor'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.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.

5.5. **Professional Standards.** Contractor shall perform all work to the highest standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of 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. Appropriate Personnel. Contractor 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 Contractor or under its supervision or by subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. [Name of Project Manager] shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.

5.7. Prevailing Wages. This Agreement is subject to the prevailing wage law as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.

5.8. Permits and Approvals. Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Contractor's performance of this Agreement including, but not limited to, professional licenses and permits.

5.9. Notification of Organizational Changes. Contractor shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Contractor's firm or of any subcontractor. Change of ownership or control of Contractor's firm may require an amendment to this Agreement.

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

6.1. General Prohibition On Assignment. This Agreement covers services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

6.2. Contractor Responsible. Contractor shall be responsible to City for all services to be performed under this Agreement.

6.3. Subcontracting. Contractor shall not subcontract any portion of the performance contemplated and provided for herein unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the services described in the Scope of Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to the services described in the Scope of Services. Contractor is obligated to ensure that any and all subcontractors performing any services under this Agreement shall be fully insured in all respects and to the same extent as set forth under Section 13 (Insurance), to City's satisfaction.

6.4. Compensation for Subcontractors. Contractor 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 Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, the Maximum Amount in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7.2. Invoices. Contractor 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. Contractor shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.

Invoices shall be submitted electronically to PWAP@southpasadenaca.gov

7.3. Taxes. City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor 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 Contractor.

8. LABOR CODE

8.1. **Prevailing Wage Law.** Prevailing Wage Law. This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 et seq., and Labor Code Section 1770 et seq., as well as Code of Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.

8.2. **Payment of Prevailing Wages.** Contractor shall pay the prevailing wage rates for all work performed under this 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.

8.3. **Forfeiture.** Contractor shall forfeit as a penalty to City Two Hundred Dollars ($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 this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, 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 shall be paid to each worker by Contractor.

8.4. **Apprentices.** Contractor shall comply with the provisions of Labor Code 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code 1777.5.

8.5. **Payroll Records.** Pursuant to Labor Code 1776, Contractor and any subcontractor(s) 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 Contractor 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 Labor Code 1815 for any work performed by his or her employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code 1776.

8.6. 8-Hour Work Day. This Agreement is subject to 8-hour work day and wage and hour penalty laws, including, but not limited to, Labor Code 1810 and Labor Code 1813. Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to 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 City $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(s) 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.

8.7. Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code 1771 and Labor Code 1725.5 requiring registration with the Department of Industrial Relations (DIR).

9. OWNERSHIP OF WRITTEN PRODUCTS

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 City without restriction or limitation upon its use or dissemination by City except as provided by law. 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.

10. RELATIONSHIP OF PARTIES

10.1. General. Contractor is, and shall at all times remain as to City, a wholly independent contractor.

10.2. No Agent Authority. Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor 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 Contractor or its employees look to the City as an employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees

Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such a determination. Contractor 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 Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor 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, "Contractor" shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.

11.2. Contractor to Indemnify City. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Contractor's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor 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. Contractor shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

11.4. Attorneys Fees. Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Contractor shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

11.5. Defense Deposit. The City may request a deposit for defense costs from Contractor with respect to a claim. If the City requests a defense deposit, Contractor shall provide it within 15 days of the request.

11.6. Waiver of Statutory Immunity. The obligations of Contractor under this Section 12 are not 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 City.

11.7. Indemnification by Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 12 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor's behalf.

11.8. Insurance Not a Substitute. City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Contractor'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. Contractor shall maintain insurance as described in this section and shall require all of its subcontractors, Contractors, 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.

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 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: **On-Call Citywide Sidewalk Repairs**
- 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.

12.3. 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 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. 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.

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

12.7. 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.

12.8. 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.

12.9. 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.

12.10. 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: Risk Management, 1414 Mission Street, South Pasadena, CA 91030**.

12.11. 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.

12.12. 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.

12.13. 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.

12.14. Premium Payments and Deductibles. Contractor must disclose all deductables 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 are subject to City's approval.

12.15. 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.

13. MUTUAL COOPERATION

13.1. City Cooperation in Performance. City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Contractor's services under this Agreement.

13.2. Contractor Cooperation in Defense of Claims. If any claim or action is brought against City relating to Contractor's performance in connection with this Agreement, Contractor 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 Contractor'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:

Julian Lee,
City of South Pasadena
Public Works Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

If to Contractor:

[Name]
[Address]
[Address]
Telephone:
Facsimile:

With courtesy copy to:

Roxanne Diaz, Esq.
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

Invoices shall be submitted electronically to PWAP@southpasadenaca.gov

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.10 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), paragraph 12.7 (Claims-Made Policies), paragraph 13.2 (Contractor 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 Contractor. Contractor 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. Contractor Termination. Contractor may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

16.3. Compensation Following Termination. Upon termination, Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor 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 Contractor'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 Contractor 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 Contractor.

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.
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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 Contractor for performance of this Agreement are deemed confidential and Contractor 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. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor 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. Contractor 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 Contractor.

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. Contractor 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. Contractor 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 Contractor unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Contractor 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. Contractor shall not be liable for any failure to perform if Contractor 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 Contractor.

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, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.

18.12. Venue. The venue for any litigation shall be Los Angeles County, California and Contractor 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"	"Contractor"
City of South Pasadena	CT&T Concrete Paving Inc.
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

By:_____
Nikima S. Newsome, Chief City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

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 contract 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 City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

Date:_____

_____
Signature

_____
Printed Name

_____
Title

EXHIBIT A: SCOPE OF SERVICES

The Contractor shall perform on-call basis citywide sidewalk repairs consisting of grinding and ramping existing sidewalk; removing and replacing P.C.C concrete and miscellaneous sidewalks, driveways, and curb ramps within the City's public right-of-way. The City maintains approximately 68 miles of paved roadways and 130 linear miles of curbs on public streets. The work to be done shall consist of all required labor, materials, equipment, parts, supplies, and permits necessary for the construction of the following improvements:

Sidewalk Grinding

This activity encompasses the grinding of existing concrete sidewalks to eliminate trip hazards and provide a surface that meets current ADA standards. The resulting surface shall be a smooth transition between existing sidewalk panels free of edge displacement. This activity is performed on uneven, displaced sidewalks, as designated by the City designated representative. The work shall be done by grinding existing concrete sidewalk or other concrete areas by mechanical means acceptable to the City designated representative. The CONTRACTOR shall fully document each location of grinding, before and after grinding is performed, to the satisfaction of the City designated representative. The work must follow established industry standards and procedures. The work will include, but is not limited to, various subtasks for proper planning and performing the work including clearing and grubbing, establishment of proper traffic control, grinding of concrete sidewalk or other concrete areas, dust collection, and cleaning the work site.

Sidewalk Ramping

This activity encompasses the ramping of existing concrete sidewalks to eliminate trip hazards and provide a surface that meets current ADA standards. The resulting ramp shall be a smooth transition free of edge displacement using asphalt concrete, concrete, epoxy or other acceptable material. This activity is performed on uneven or displaced sidewalks as designated by the City designated representative when grinding is not achievable. The CONTRACTOR must fully document each location of ramping, before and after ramping is performed to the satisfaction of the City designated representative. The job and work must follow identified job standards, specifications, City sidewalk maintenance procedures, and industry requirements. The work will also include, but is not limited to, various subtasks for proper planning and performing the work including clearing and grubbing, establishment of proper traffic control and cleaning the work site.

Remove and Replace PCC Sidewalk

This activity encompasses the repair of PCC sidewalks by removal and replacement of damaged or deteriorated sections to provide a level transition from slab to slab. This is also done to repair sidewalks that have been raised or lowered and the movement of pedestrians is impaired as determined by the City designated representative.

The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), clearing and grubbing, compaction of disturbed subgrade, tree root removal, establishment of proper traffic control, provide an

alternate pathway for pedestrians, saw cutting the proposed removal section from joint to joint, the removal and disposal of the full section of concrete, forming and pouring of new concrete to meet ADA standards, repairs of any impacted irrigation, cleaning the work area and removing USA markings.

This work item shall also include all necessary natural ground and miscellaneous excavation, removal and export as may be required to install the new PCC sidewalk and necessary irrigation system modifications, protection and adjustments that may be required. The Contractor shall also be required to conduct all necessary grading at the new back of walk in order to ensure that full ADA compliance is achieved with the new sidewalk areas.

If tree roots might interfere or have caused damage to sidewalk and will require restoration work, the City's Landscape Inspector must be notified. Tree roots will be evaluated as part of the restoration work being performed. An ISA Certified Arborist will need to provide a report as to the advantages and disadvantages of tree root shaving, pruning and/or removal.

Concrete sidewalk shall conform to SPPWC Std. Plan No. 112-2 & No. 113-2 shown in Exhibit E-Standard Plans.

Remove and Replace Miscellaneous Sidewalk
This activity encompasses the repair of miscellaneous types of sidewalk surfaces (ie. brick, pavers) by removal and replacement of damaged or deteriorated sections to provide a level transition from section to section. The area of repair will be determined by the City designated representative.

The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), clearing and grubbing, compaction of disturbed subgrade, tree root removal, establishment of proper traffic control, providing an alternate pathway for pedestrians, the removing and disposing the full section of existing miscellaneous concrete surface, providing and installing the new miscellaneous concrete material to meet ADA standards, repairs of any impacted irrigation, cleaning the work area, and removing USA markings.

Remove and Replace Curb and Gutter
This activity encompasses the removal and replacement of damaged or deteriorated concrete curb and gutter to ensure proper drainage flow. The work involves removal of curb and gutter when sections are damaged, raised or lowered, or water flow is impaired or diverted. The work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), establishment of proper traffic control, saw cutting all joints, removing and disposing the existing concrete and adjacent asphalt concrete (if necessary), root removal, compaction of disturbed subgrade, setting forms, pouring and finishing the concrete curb and gutter, repaving the asphalt concrete, flow checking the gutter, cleaning the work site, and

removing USA markings. The curb and gutter shall be constructed in accordance with SPPWC Standard Plan 120-3 Curb and Gutter-Barrier

At the end of the work session, level surfaces will be achieved, drainage lines properly established, the work site cleaned, debris removed, curbs and gutters installed pursuant to proper standards and specifications and traffic control restored. All work to be to the satisfaction of the City designated representative.

Remove and Replace Asphalt Concrete Berm – Type D2, 6"-8"

This activity is performed to remove and replace existing damaged asphalt concrete berm. Work shall include saw cutting, removal and disposal of the existing asphalt berm, compacting disturbed subgrade, forming and placement of new berm.

Remove and Replace Driveways

This activity encompasses the removal and replacement damaged or deteriorated driveways sections. The work is performed to provide for level transition from the driveway to the street. The work includes clearing and grubbing, removing and disposing the existing driveway, adjacent curb and gutter if necessary and one foot width of asphalt concrete by the length of the curb and placement of the new concrete and AC.

The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert, establishment of proper traffic control, performing saw cutting of the designated pavement area, removing and disposing the concrete and asphalt concrete, tree root removal, compaction of disturbed subgrade, placement of designated concrete driveway, placement of adjacent curb and gutter and asphalt concrete, setting forms, pouring and finishing the driveway and curb and gutter, re-pavement of the asphalt concrete meeting AC Slot Repair specifications, flow checking the gutter, cleaning the work site and removal of USA markings.

Driveways shall conform to SPPWC Std. Plan No. 113-2 Sidewalk & Driveway Replacement shown in Exhibit E – Standard Plans.

Remove and Replace Curb Ramps

This activity encompasses the removal and replacement of curb ramps from beginning of curb return (BCR) to the end of curb return (ECR) as directed by the City designated representative. The repair of curb ramps shall meet Americans with Disability Act (ADA) standards.

The work includes clearing and grubbing, the removal of the adjacent curbs and gutters including a one-foot width of asphalt concrete along the length of the curb and adjacent sidewalk as necessary to meet grade and placement of the new concrete and asphalt. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert, establishment of proper traffic control, performing saw cutting of the

designated asphalt pavement and concrete areas, removal and disposal of concrete and adjacent curb and gutter; setting forms, pouring and finishing the curb ramp, placement of a cast-in-place truncated dome panel including pouring adjacent sidewalk as necessary to meet grade, pouring curb and gutter, repaving the asphalt concrete, checking the gutter for proper flow, cleaning the work site and removal of USA markings. 201

Curb ramps shall be considered to consist of all work between curb returns (BCR-ECR) including but not limited to: saw cutting; demolition and disposal of existing sidewalk, curb and gutter, and curb ramp; excavation, grading, and exporting material; constructing new sidewalk, curb and gutter, retaining curb in the back of walk, and curb ramp; furnishing and installing cast-in-place truncated dome panels; and AC slot paving. All work past the BCR-ECR, which has been approved by the Engineer, shall be considered as extra sidewalk or curb and gutter work items and will be paid for per the respective unit price.

Curb ramps shall conform to Caltrans Standard Plans No. A88A and A88B Curb Ramp Details shown in Appendix E.

Furnish and Install Truncated Domes

This work encompasses the furnishing and installing truncated domes in existing curb ramps to meet current ADA standards. The work includes removing and disposing the existing ramp and truncated domes, placing new concrete ramp, furnishing and placing new truncated domes

The detectable warning surface required for PCC curb ramps shall be cast-in-place, Federal Yellow, 5’ by 4’ single unit, manufactured by Armor-Tile or an approved equal.

Truncated Domes shall conform to Caltrans Standard Plans No. A88A and A88B Curb Ramp Details shown in Appendix E.

Remove and Replace Valve Frame and Cover

This activity encompasses the removing and replacing an existing water utility valve frame and frame. The work includes removal and disposal, furnishing, and installing the improvement as directed by the City’s designated representative.

EXHIBIT B: COST OF SERVICES

Item No	Description	Unit	Estimated Quantity	Unit Cost	Total Cost
1	Mobilization	EA	6	$1,000.00	$ 6,000.00
2	Sidewalk Grinding	SF	1,000	$ 10.00	$ 10,000.00
3	Sidewalk Ramping	SF	1,000	$ 8.00	$ 8,000.00
4	Remove and Replace PCC Sidewalk, 4" thick	SF	500	$ 30.00	$ 15,000.00
5	Remove and Replace PCC Sidewalk, 6" thick	SF	100	$ 35.00	$ 3,500.00
6	Remove and Replace Miscellaneous Sidewalk- Allowance	SF	100	TBD	$ 10,000.00
7	Remove and Replace 6" Curb and Gutter	LF	100	$125.00	$ 12,500.00
8	Remove and Replace 8" Curb and Gutter	LF	100	$125.00	$ 12,500.00
9	Remove and Replace AC Berm- Tvoe D2, 6"-8"	LF	50	$ 50.00	$ 2,500.00
10	Remove and Replace PCC Driveway - Residential	SF	100	$ 35.00	$ 3,500.00
11	Remove and Replace PCC Driveway - Commercial	SF	50	$ 40.00	$ 2,000.00
12	Remove and Replace Curb Ramp BCR to ECR	EA	1	$12,500.00	$ 12,500.00
13	Furnish and Install Truncated Domes	EA	2	$850.00	$ 1,700.00
14	Remove and Replace Utility Box	EA	2	$1,850.00	$ 3,700.00
				Total Cost	$ 103,400.00

MAINTENANCE AGREEMENT
Providing Payment of Prevailing Wages

(City of South Pasadena / CT&T Concrete Paving Inc.)

1. IDENTIFICATION

This MAINTENANCE AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and **CT&T Concrete Paving Inc.** ("Contractor").

2. RECITALS

2.1. City has determined that it requires the following recurring maintenance services from a contractor: **On-Call Citywide Sidewalk Repairs**

2.2. Contractor represents that it is fully qualified to perform such maintenance services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such maintenance services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

3.1. "Scope of Services": Such maintenance services as are set forth in the attached scope of work attached hereto as **Exhibit A** and incorporated herein by this reference.

3.2. "Agreement Administrator": The Agreement Administrator for this project is Julian Lee, Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Contractor

3.3. "Cost of Services": see **Exhibit B**.

3.4. "Maximum Amount": The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement shall be

determined by the adopted annual budget for these services and as determined by the Public Works Director.

3.5. "Commencement Date": January 22, 2026

3.6. "Termination Date": This Agreement shall termination on June 30, 2029 ("Initial Term"), unless terminated or extended by the City as set forth herein.

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 15 ("Termination") below.

5. CONTRACTOR'S DUTIES

5.1. **Services**. Contractor shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

5.2. **Coordination with City**. In performing services under this Agreement, Contractor shall coordinate all contact with City through its Agreement Administrator.

5.3. **Budgetary Notification**. Contractor shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Contractor shall concurrently inform the Agreement Administrator, in writing, of Contractor'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.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.

5.5. **Professional Standards.** Contractor shall perform all work to the highest standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of 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. Appropriate Personnel. Contractor 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 Contractor or under its supervision or by subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. [Name of Project Manager] shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.

5.7. Prevailing Wages. This Agreement is subject to the prevailing wage law as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.

5.8. Permits and Approvals. Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Contractor's performance of this Agreement including, but not limited to, professional licenses and permits.

5.9. Notification of Organizational Changes. Contractor shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Contractor's firm or of any subcontractor. Change of ownership or control of Contractor's firm may require an amendment to this Agreement.

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

6.1. General Prohibition On Assignment. This Agreement covers services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

6.2. Contractor Responsible. Contractor shall be responsible to City for all services to be performed under this Agreement.

6.3. Subcontracting. Contractor shall not subcontract any portion of the performance contemplated and provided for herein unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the services described in the Scope of Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to the services described in the Scope of Services. Contractor is obligated to ensure that any and all subcontractors performing any services under this Agreement shall be fully insured in all respects and to the same extent as set forth under Section 13 (Insurance), to City's satisfaction.

6.4. Compensation for Subcontractors. Contractor 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 Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, the Maximum Amount in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7.2. Invoices. Contractor 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. Contractor shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.

Invoices shall be submitted electronically to PWAP@southpasadenaca.gov

7.3. Taxes. City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor 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 Contractor.

8. LABOR CODE

8.1. **Prevailing Wage Law.** Prevailing Wage Law. This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 et seq., and Labor Code Section 1770 et seq., as well as Code of Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.

8.2. **Payment of Prevailing Wages.** Contractor shall pay the prevailing wage rates for all work performed under this 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.

8.3. **Forfeiture.** Contractor shall forfeit as a penalty to City Two Hundred Dollars ($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 this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, 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 shall be paid to each worker by Contractor.

8.4. **Apprentices.** Contractor shall comply with the provisions of Labor Code 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code 1777.5.

8.5. **Payroll Records.** Pursuant to Labor Code 1776, Contractor and any subcontractor(s) 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 Contractor 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 Labor Code 1815 for any work performed by his or her employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code 1776.

8.6. 8-Hour Work Day. This Agreement is subject to 8-hour work day and wage and hour penalty laws, including, but not limited to, Labor Code 1810 and Labor Code 1813. Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to 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 City $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(s) 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.

8.7. Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code 1771 and Labor Code 1725.5 requiring registration with the Department of Industrial Relations (DIR).

9. OWNERSHIP OF WRITTEN PRODUCTS

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 City without restriction or limitation upon its use or dissemination by City except as provided by law. 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.

10. RELATIONSHIP OF PARTIES

10.1. General. Contractor is, and shall at all times remain as to City, a wholly independent contractor.

10.2. No Agent Authority. Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor 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 Contractor or its employees look to the City as an employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees

Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such a determination. Contractor 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 Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor 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, "Contractor" shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.

11.2. Contractor to Indemnify City. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Contractor's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor 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. Contractor shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

11.4. Attorneys Fees. Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Contractor shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

11.5. Defense Deposit. The City may request a deposit for defense costs from Contractor with respect to a claim. If the City requests a defense deposit, Contractor shall provide it within 15 days of the request.

11.6. Waiver of Statutory Immunity. The obligations of Contractor under this Section 12 are not 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 City.

11.7. Indemnification by Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 12 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor's behalf.

11.8. Insurance Not a Substitute. City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Contractor'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. Contractor shall maintain insurance as described in this section and shall require all of its subcontractors, Contractors, 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.

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 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: **On-Call Citywide Sidewalk Repairs**
- 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.

12.3. 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 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. 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.

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

12.7. 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.

12.8. 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.

12.9. 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.

12.10. 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: Risk Management, 1414 Mission Street, South Pasadena, CA 91030**.

12.11. 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.

12.12. 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.

12.13. 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.

12.14. Premium Payments and Deductibles. Contractor must disclose all deductables 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 are subject to City's approval.

12.15. 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.

13. MUTUAL COOPERATION

13.1. City Cooperation in Performance. City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Contractor's services under this Agreement.

13.2. Contractor Cooperation in Defense of Claims. If any claim or action is brought against City relating to Contractor's performance in connection with this Agreement, Contractor 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 Contractor'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:

Julian Lee,
City of South Pasadena
Public Works Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

If to Contractor:

[Name]
[Address]
[Address]
Telephone:
Facsimile:

With courtesy copy to:

Roxanne Diaz, Esq.
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

Invoices shall be submitted electronically to PWAP@southpasadenaca.gov

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.10 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), paragraph 12.7 (Claims-Made Policies), paragraph 13.2 (Contractor 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 Contractor. Contractor 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. Contractor Termination. Contractor may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

16.3. Compensation Following Termination. Upon termination, Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor 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 Contractor'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 Contractor 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 Contractor.

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.
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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 Contractor for performance of this Agreement are deemed confidential and Contractor 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. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor 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. Contractor 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 Contractor.

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. Contractor 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. Contractor 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 Contractor unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Contractor 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. Contractor shall not be liable for any failure to perform if Contractor 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 Contractor.

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, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.

18.12. Venue. The venue for any litigation shall be Los Angeles County, California and Contractor 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	"Contractor" CT&T Concrete Paving Inc.
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

By:_____
Nikima S. Newsome, Chief City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

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 contract 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 City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

Date:_____

_____
Signature

_____
Printed Name

_____
Title

EXHIBIT A: SCOPE OF SERVICES

The Contractor shall perform on-call basis citywide sidewalk repairs consisting of grinding and ramping existing sidewalk; removing and replacing P.C.C concrete and miscellaneous sidewalks, driveways, and curb ramps within the City's public right-of-way. The City maintains approximately 68 miles of paved roadways and 130 linear miles of curbs on public streets. The work to be done shall consist of all required labor, materials, equipment, parts, supplies, and permits necessary for the construction of the following improvements:

Sidewalk Grinding

This activity encompasses the grinding of existing concrete sidewalks to eliminate trip hazards and provide a surface that meets current ADA standards. The resulting surface shall be a smooth transition between existing sidewalk panels free of edge displacement. This activity is performed on uneven, displaced sidewalks, as designated by the City designated representative. The work shall be done by grinding existing concrete sidewalk or other concrete areas by mechanical means acceptable to the City designated representative. The CONTRACTOR shall fully document each location of grinding, before and after grinding is performed, to the satisfaction of the City designated representative. The work must follow established industry standards and procedures. The work will include, but is not limited to, various subtasks for proper planning and performing the work including clearing and grubbing, establishment of proper traffic control, grinding of concrete sidewalk or other concrete areas, dust collection, and cleaning the work site.

Sidewalk Ramping

This activity encompasses the ramping of existing concrete sidewalks to eliminate trip hazards and provide a surface that meets current ADA standards. The resulting ramp shall be a smooth transition free of edge displacement using asphalt concrete, concrete, epoxy or other acceptable material. This activity is performed on uneven or displaced sidewalks as designated by the City designated representative when grinding is not achievable. The CONTRACTOR must fully document each location of ramping, before and after ramping is performed to the satisfaction of the City designated representative. The job and work must follow identified job standards, specifications, City sidewalk maintenance procedures, and industry requirements. The work will also include, but is not limited to, various subtasks for proper planning and performing the work including clearing and grubbing, establishment of proper traffic control and cleaning the work site.

Remove and Replace PCC Sidewalk

This activity encompasses the repair of PCC sidewalks by removal and replacement of damaged or deteriorated sections to provide a level transition from slab to slab. This is also done to repair sidewalks that have been raised or lowered and the movement of pedestrians is impaired as determined by the City designated representative.

The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), clearing and grubbing, compaction of disturbed subgrade, tree root removal, establishment of proper traffic control, provide an

alternate pathway for pedestrians, saw cutting the proposed removal section from joint to joint, the removal and disposal of the full section of concrete, forming and pouring of new concrete to meet ADA standards, repairs of any impacted irrigation, cleaning the work area and removing USA markings.

This work item shall also include all necessary natural ground and miscellaneous excavation, removal and export as may be required to install the new PCC sidewalk and necessary irrigation system modifications, protection and adjustments that may be required. The Contractor shall also be required to conduct all necessary grading at the new back of walk in order to ensure that full ADA compliance is achieved with the new sidewalk areas.

If tree roots might interfere or have caused damage to sidewalk and will require restoration work, the City's Landscape Inspector must be notified. Tree roots will be evaluated as part of the restoration work being performed. An ISA Certified Arborist will need to provide a report as to the advantages and disadvantages of tree root shaving, pruning and/or removal.

Concrete sidewalk shall conform to SPPWC Std. Plan No. 112-2 & No. 113-2 shown in Exhibit E-Standard Plans.

Remove and Replace Miscellaneous Sidewalk
This activity encompasses the repair of miscellaneous types of sidewalk surfaces (ie. brick, pavers) by removal and replacement of damaged or deteriorated sections to provide a level transition from section to section. The area of repair will be determined by the City designated representative.

The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), clearing and grubbing, compaction of disturbed subgrade, tree root removal, establishment of proper traffic control, providing an alternate pathway for pedestrians, the removing and disposing the full section of existing miscellaneous concrete surface, providing and installing the new miscellaneous concrete material to meet ADA standards, repairs of any impacted irrigation, cleaning the work area, and removing USA markings.

Remove and Replace Curb and Gutter
This activity encompasses the removal and replacement of damaged or deteriorated concrete curb and gutter to ensure proper drainage flow. The work involves removal of curb and gutter when sections are damaged, raised or lowered, or water flow is impaired or diverted. The work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), establishment of proper traffic control, saw cutting all joints, removing and disposing the existing concrete and adjacent asphalt concrete (if necessary), root removal, compaction of disturbed subgrade, setting forms, pouring and finishing the concrete curb and gutter, repaving the asphalt concrete, flow checking the gutter, cleaning the work site, and

removing USA markings. The curb and gutter shall be constructed in accordance with SPPWC Standard Plan 120-3 Curb and Gutter-Barrier

At the end of the work session, level surfaces will be achieved, drainage lines properly established, the work site cleaned, debris removed, curbs and gutters installed pursuant to proper standards and specifications and traffic control restored. All work to be to the satisfaction of the City designated representative.

Remove and Replace Asphalt Concrete Berm – Type D2, 6"-8"

This activity is performed to remove and replace existing damaged asphalt concrete berm. Work shall include saw cutting, removal and disposal of the existing asphalt berm, compacting disturbed subgrade, forming and placement of new berm.

Remove and Replace Driveways

This activity encompasses the removal and replacement damaged or deteriorated driveways sections. The work is performed to provide for level transition from the driveway to the street. The work includes clearing and grubbing, removing and disposing the existing driveway, adjacent curb and gutter if necessary and one foot width of asphalt concrete by the length of the curb and placement of the new concrete and AC.

The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert, establishment of proper traffic control, performing saw cutting of the designated pavement area, removing and disposing the concrete and asphalt concrete, tree root removal, compaction of disturbed subgrade, placement of designated concrete driveway, placement of adjacent curb and gutter and asphalt concrete, setting forms, pouring and finishing the driveway and curb and gutter, re-pavement of the asphalt concrete meeting AC Slot Repair specifications, flow checking the gutter, cleaning the work site and removal of USA markings.

Driveways shall conform to SPPWC Std. Plan No. 113-2 Sidewalk & Driveway Replacement shown in Exhibit E – Standard Plans.

Remove and Replace Curb Ramps

This activity encompasses the removal and replacement of curb ramps from beginning of curb return (BCR) to the end of curb return (ECR) as directed by the City designated representative. The repair of curb ramps shall meet Americans with Disability Act (ADA) standards.

The work includes clearing and grubbing, the removal of the adjacent curbs and gutters including a one-foot width of asphalt concrete along the length of the curb and adjacent sidewalk as necessary to meet grade and placement of the new concrete and asphalt. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert, establishment of proper traffic control, performing saw cutting of the

designated asphalt pavement and concrete areas, removal and disposal of concrete and adjacent curb and gutter; setting forms, pouring and finishing the curb ramp, placement of a cast-in-place truncated dome panel including pouring adjacent sidewalk as necessary to meet grade, pouring curb and gutter, repaving the asphalt concrete, checking the gutter for proper flow, cleaning the work site and removal of USA markings. 201

Curb ramps shall be considered to consist of all work between curb returns (BCR-ECR) including but not limited to: saw cutting; demolition and disposal of existing sidewalk, curb and gutter, and curb ramp; excavation, grading, and exporting material; constructing new sidewalk, curb and gutter, retaining curb in the back of walk, and curb ramp; furnishing and installing cast-in-place truncated dome panels; and AC slot paving. All work past the BCR-ECR, which has been approved by the Engineer, shall be considered as extra sidewalk or curb and gutter work items and will be paid for per the respective unit price.

Curb ramps shall conform to Caltrans Standard Plans No. A88A and A88B Curb Ramp Details shown in Appendix E.

Furnish and Install Truncated Domes

This work encompasses the furnishing and installing truncated domes in existing curb ramps to meet current ADA standards. The work includes removing and disposing the existing ramp and truncated domes, placing new concrete ramp, furnishing and placing new truncated domes

The detectable warning surface required for PCC curb ramps shall be cast-in-place, Federal Yellow, 5’ by 4’ single unit, manufactured by Armor-Tile or an approved equal.

Truncated Domes shall conform to Caltrans Standard Plans No. A88A and A88B Curb Ramp Details shown in Appendix E.

Remove and Replace Valve Frame and Cover

This activity encompasses the removing and replacing an existing water utility valve frame and frame. The work includes removal and disposal, furnishing, and installing the improvement as directed by the City’s designated representative.

EXHIBIT B: COST OF SERVICES

Item No	Description	Unit	Estimated Quantity	Unit Cost	Total Cost
1	Mobilization	EA	6	$ 2,500.00	$ 15,000.00
2	Sidewalk Grinding	SF	1,000	$ 15.00	$ 15,000.00
3	Sidewalk Ramping	SF	1,000	$ 35.00	$ 35,000.00
4	Remove and Replace PCC Sidewalk, 4" thick	SF	500	$ 16.75	$ 8,375.00
5	Remove and Replace PCC Sidewalk, 6" thick	SF	100	$ 29.50	$ 2,950.00
6	Remove and Replace Miscellaneous Sidewalk- Allowance	SF	100	TBD	$ 10,000.00
7	Remove and Replace 6” Curb and Gutter	LF	100	$ 78.00	$ 7,800.00
8	Remove and Replace 8” Curb and Gutter	LF	100	$ 78.00	$ 7,800.00
9	Remove and Replace AC Berm-Type D2, 6"-8"	LF	50	$ 120.0	$ 6,000.00
10	Remove and Replace PCC Driveway - Residential	SF	100	$ 29.50	$ 2,950.00
11	Remove and Replace PCC Driveway - Commercial	SF	50	$ 35.00	$ 1,750.00
12	Remove and Replace Curb Ramp BCR to ECR	EA	1	$ 7,200.00	$ 7,200.00
13	Furnish and Install Truncated Domes	EA	2	$ 780.0	$ 1,560.00
14	Remove and Replace Utility Box	EA	2	$ 350.00	$ 700.00
				Total Cost	$ 122,085.00

City Council Agenda Report

ITEM NO. 13

DATE: January 21, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Julian Lee, Public Works Director
Michael Vartanians, City Engineer
Michael Lau, Public Works Project Manager

SUBJECT: **CONSIDERATION OF AWARD OF A THREE YEAR MAINTENANCE CONTRACT TO HARDY & HARPER, INC. AND PAVECO CONSTRUCTION FOR ON-CALL STREET REPAIR SERVICES BETWEEN FISCAL YEARS 2025-2026 AND FISCAL YEARS 2028-2029, WITH THE OPTION TO EXTEND THE CONTRACT FOR TWO ADDITIONAL ONE-YEAR EXTENSIONS**

Recommendation

1. It is recommended that the City Council:
   1. Award two three-year maintenance contracts to Hardy & Harper, Inc. and Paveco Construction (Contractors) to provide on-call street repair services between Fiscal Years (FY) 2025-2026 and 2028-2029, with the option to extend the contracts twice for an additional one year per extension, subject to a Consumer Price Index (CPI) increase to the rates in each fiscal year;
   2. Authorize the City Manager to finalize and enter into maintenance contracts with Hardy & Harper, Inc. and Paveco Construction, in the form approved by the City Attorney and City Manager, and execute any related documents; and
   3. Reject all other proposals received.
   4. Approve Purchase Orders to each Contractor in the not-to-exceed amount of $30,000 for the remainder of FY 2025-2026, ending June 30, 2026.

Executive Summary

This item considers the award of three year maintenance contracts to two contractors, Hardy & Harper, Inc. (Attachment No. 1) and Paveco Construction (Attachment No. 2) to provide on-call street repair services to the City between FY 2025-2026 and 2028-2029, with the option to extend the contracts twice for an additional one year per extension, subject to a Consumer Price Index (CPI) increase to the rates and contract value in each FY. Purchase Orders will be issued to each Contractor in the not-to-exceed amount of $30,000 for work through the end of FY 2025-2026, ending June 30, 2026. Future Purchase Orders for subsequent FY will be determined during the budgetary process.

Background

The City's Public Works Department is responsible for maintenance of the City's streets including repair of street surfaces and curb and gutter within the City's right-of-way. The award of a maintenance contract (Attachment 1 and 2) to a construction vendor for street repair

services is subject to approval by the City Council as a Public Works Contract pursuant to the South Pasadena Municipal Code.

On September 16, 2025 the City released a Request for Proposals (RFP) seeking contractors to perform street repair services. On October 8, 2025 three proposals were received with unit prices associated with the various tasks required. The contractors that submitted proposals included:

1. G.M. Sager Construction Co, Inc.
2. Hardy & Harper, Inc.
3. Paveco Construction, Inc.

Street repair services will be executed on an as-needed basis to address repairs to street surfaces including but not limited to: minor cracking and settlement, curb and gutter, potholes, and utility cuts within the City's right-of-way.

Analysis
The requested services include provision of all required supplies, materials, equipment and labor for street repair services. South Pasadena Municipal Code section 2.99-29(11) allows City Council to award contracts for services based on best value procurement and qualifications-based selection. Public Works staff evaluated the submitted proposals based on qualifications, experience, and costs. Based on the analysis of the proposal, staff is recommending a maintenance contract be awarded to both Hardy & Harper, Inc. and Paveco Construction.

Fiscal Impact
Funding for this maintenance contract will be comprised from the Public Works Operations Fund. As discussed, street repair services will be executed on an as-needed basis. Purchase Orders will be issued to each Contractor in the not-to-exceed amount of $30,000 for work through the end of FY 2025-2026, ending June 30, 2026. Future Purchase Orders for subsequent FY will be determined during the budgetary process.

Unit prices received as part of the RFP shall be adjusted each FY to incorporate a cost-of-living increase determined by the CPI. It is anticipated that should the maintenance contract extensions be executed, the same funding source will be used. However, these budgets may require adjustment by contract amendment, given available funding, and/or the cost of services in future years.

For Purchase orders for the remainder of FY 2025-2026 staff will be utilizing Street Maintenance Operating Fund account 230-6010-6116-8180-000 currently has $120,500.

Funds from the following accounts will be transferred to the above account:

Account String	Amount
230-6010-6116-8100-000	$20,000
230-6010-6116-9110-000	$20,000
101-6010-6011-8180-000	$19,500

After fund transfers the balance of account string 230-6010-6116-8180-000 will be $180,000.

Key Performance Indicators and Strategic Plan
This item is related to roadway maintenance services and is associated with a Council Priority 2A (Infrastructure – Streets/gutter repair)

Commission Review and Recommendation
This item was not reviewed by a City Commission.

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
Street maintenance services on existing infrastructure is exempt from the California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class 1 "existing facilities."

Attachment:
Attachment No. 1 Hardy Harper Streets Maintenance Agreement
Attachment No. 2 Paveco Streets Maintenance Agreement

MAINTENANCE AGREEMENT
Providing Payment of Prevailing Wages

(City of South Pasadena / Hardy & Harper, Inc.)

1. IDENTIFICATION

This MAINTENANCE AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and **Hardy & Harper, Inc.** ("Contractor").

2. RECITALS

2.1. City has determined that it requires the following recurring maintenance services from a contractor: **On-Call Citywide Street Repairs**

2.2. Contractor represents that it is fully qualified to perform such maintenance services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such maintenance services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

3.1. "Scope of Services": Such maintenance services as are set forth in the attached scope of work attached hereto as **Exhibit A** and incorporated herein by this reference.

3.2. "Agreement Administrator": The Agreement Administrator for this project is Julian Lee, Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Contractor

3.3. "Cost of Services": see **Exhibit B**.

3.4. "Maximum Amount": The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement shall be

determined by the adopted annual budget for these services and as determined by the Public Works Director.

3.5. "Commencement Date": January 22, 2026

3.6. "Termination Date": This Agreement shall termination on June 30, 2029 ("Initial Term"), unless terminated or extended by the City as set forth herein.

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 15 ("Termination") below.

5. CONTRACTOR'S DUTIES

5.1. **Services**. Contractor shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

5.2. **Coordination with City**. In performing services under this Agreement, Contractor shall coordinate all contact with City through its Agreement Administrator.

5.3. **Budgetary Notification**. Contractor shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Contractor shall concurrently inform the Agreement Administrator, in writing, of Contractor'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.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.

5.5. **Professional Standards.** Contractor shall perform all work to the highest standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of 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. Appropriate Personnel. Contractor 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 Contractor or under its supervision or by subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. [Name of Project Manager] shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.

5.7. Prevailing Wages. This Agreement is subject to the prevailing wage law as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.

5.8. Permits and Approvals. Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Contractor's performance of this Agreement including, but not limited to, professional licenses and permits.

5.9. Notification of Organizational Changes. Contractor shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Contractor's firm or of any subcontractor. Change of ownership or control of Contractor's firm may require an amendment to this Agreement.

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

6.1. General Prohibition On Assignment. This Agreement covers services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

6.2. Contractor Responsible. Contractor shall be responsible to City for all services to be performed under this Agreement.

6.3. Subcontracting. Contractor shall not subcontract any portion of the performance contemplated and provided for herein unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the services described in the Scope of Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to the services described in the Scope of Services. Contractor is obligated to ensure that any and all subcontractors performing any services under this Agreement shall be fully insured in all respects and to the same extent as set forth under Section 13 (Insurance), to City's satisfaction.

6.4. Compensation for Subcontractors. Contractor 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 Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, the Maximum Amount in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7.2. Invoices. Contractor 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. Contractor shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.

Invoices shall be submitted electronically to PWAP@southpasadenaca.gov

7.3. Taxes. City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor 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 Contractor.

8. LABOR CODE

8.1. **Prevailing Wage Law.** Prevailing Wage Law. This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 et seq., and Labor Code Section 1770 et seq., as well as Code of Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.

8.2. **Payment of Prevailing Wages.** Contractor shall pay the prevailing wage rates for all work performed under this 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.

8.3. **Forfeiture.** Contractor shall forfeit as a penalty to City Two Hundred Dollars ($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 this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, 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 shall be paid to each worker by Contractor.

8.4. **Apprentices.** Contractor shall comply with the provisions of Labor Code 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code 1777.5.

8.5. **Payroll Records.** Pursuant to Labor Code 1776, Contractor and any subcontractor(s) 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 Contractor 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 Labor Code 1815 for any work performed by his or her employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code 1776.

8.6. 8-Hour Work Day. This Agreement is subject to 8-hour work day and wage and hour penalty laws, including, but not limited to, Labor Code 1810 and Labor Code 1813. Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to 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 City $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(s) 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.

8.7. Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code 1771 and Labor Code 1725.5 requiring registration with the Department of Industrial Relations (DIR).

9. OWNERSHIP OF WRITTEN PRODUCTS

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 City without restriction or limitation upon its use or dissemination by City except as provided by law. 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.

10. RELATIONSHIP OF PARTIES

10.1. General. Contractor is, and shall at all times remain as to City, a wholly independent contractor.

10.2. No Agent Authority. Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor 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 Contractor or its employees look to the City as an employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees

Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such a determination. Contractor 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 Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor 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, "Contractor" shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.

11.2. Contractor to Indemnify City. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Contractor's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor 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. Contractor shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

11.4. Attorneys Fees. Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Contractor shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

11.5. Defense Deposit. The City may request a deposit for defense costs from Contractor with respect to a claim. If the City requests a defense deposit, Contractor shall provide it within 15 days of the request.

11.6. Waiver of Statutory Immunity. The obligations of Contractor under this Section 12 are not 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 City.

11.7. Indemnification by Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 12 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor's behalf.

11.8. Insurance Not a Substitute. City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Contractor'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. Contractor shall maintain insurance as described in this section and shall require all of its subcontractors, Contractors, 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.

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 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: **On-Call Citywide Street Repairs**
- 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.

12.3. 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 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. 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.

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

12.7. 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.

12.8. 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.

12.9. 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.

12.10. 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: Risk Management, 1414 Mission Street, South Pasadena, CA 91030**.

12.11. 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.

12.12. 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.

12.13. 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.

12.14. Premium Payments and Deductibles. Contractor must disclose all deductables 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 are subject to City's approval.

12.15. 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.

13. MUTUAL COOPERATION

13.1. City Cooperation in Performance. City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Contractor's services under this Agreement.

13.2. Contractor Cooperation in Defense of Claims. If any claim or action is brought against City relating to Contractor's performance in connection with this Agreement, Contractor 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 Contractor'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:

Julian Lee,
City of South Pasadena
Public Works Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

If to Contractor:

[Name]
[Address]
[Address]
Telephone:
Facsimile:

With courtesy copy to:

Roxanne Diaz, Esq.
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

Invoices shall be submitted electronically to PWAP@southpasadenaca.gov

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.10 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), paragraph 12.7 (Claims-Made Policies), paragraph 13.2 (Contractor 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 Contractor. Contractor 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. Contractor Termination. Contractor may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

16.3. Compensation Following Termination. Upon termination, Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor 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 Contractor'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 Contractor 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 Contractor.

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.
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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 Contractor for performance of this Agreement are deemed confidential and Contractor 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. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor 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. Contractor 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 Contractor.

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. Contractor 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. Contractor 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 Contractor unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Contractor 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. Contractor shall not be liable for any failure to perform if Contractor 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 Contractor.

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, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.

18.12. Venue. The venue for any litigation shall be Los Angeles County, California and Contractor 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"	"Contractor"
City of South Pasadena	Hardy & Harper, Inc.
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

By:_____
Nikima S. Newsome, Chief City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

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 contract 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 City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

Date:_____

_____
Signature

_____
Printed Name

_____
Title

EXHIBIT A: SCOPE OF SERVICES

a. Item 1- Mobilization

This activity shall include all costs of mobilization as defined and all other items of work not specifically included in a unit price work task herein including, but not limited to, the services of the point of contact, backup contact staff, emergency contact staff, communications, scheduling of services, compliance with all NPDES water quality requirements including Best Management Practices, the cost of insurances, the provision of all aspects of worker and public safety, compliance with all local, state and federal laws, and all other related work.

Quality Requirements. General quality requirements would be to manage, plan, organize, schedule and track work as well as communicate and coordinate with the CITY and others routinely while providing status and other requested reports on all work efforts. All work shall be to the satisfaction of the City designated representative.

Measurement and Payment. Payment for 'Mobilization' will be made at the contract unit price per EACH (EA) measure for each work order issued.

b. Items 2-3 - Remove and Replace Curb & Gutter

This activity encompasses the removal and replacement of damaged or deteriorated concrete curb and gutter to ensure proper drainage flow. The work involves removal of curb and gutter when sections are damaged, raised or lowered, or water flow is impaired or diverted. The work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), establishment of proper traffic control, saw cutting all joints, removing the concrete and adjacent asphalt concrete (if necessary), root removal, compaction of disturbed subgrade, setting forms, pouring and finishing the concrete curb and gutter, repaving the asphalt concrete, flow checking the gutter, cleaning the work site, and removal of USA markings. The curb and gutter shall be constructed in accordance with SPPWC Standard Plan 120-3 Curb and Gutter-Barrier

Tree roots might interfere or have caused damage to curb and gutter and will require restoration work. Therefore, tree roots will need to be evaluated as part of the restoration work being performed. The City's ISA Certified Arborist/Landscape Inspectors will be available at the request of the contractor to provide a report as to the advantages, disadvantages of tree roots shaving, pruning and/or removal. This report will include the health status and safety of the remaining tree after the work has been done. If the adjacent tree needs to be removed after all other measures have been exhausted and because most of or all of the supporting roots need to be removed, and the City agrees, then an additional cost will be negotiated for the tree removal pricing.

Quality Requirements. At the end of the work session, level surfaces will be achieved, drainage lines properly established, the work site cleaned, debris removed, curbs and gutters installed pursuant to proper standards and specifications and traffic control restored. All work to be to the satisfaction of the City designated representative.

Measurement and Payment. Payment for 'Remove and Replace Curb & Gutter (both 6" & 8")' will be made at the unit price measured in linear feet (LF) of removed and replaced curb & gutter.

c. Item 4 - Remove and Replace Asphalt Concrete Berm – 6"-8"

This activity is performed to remove and replace existing damaged asphalt concrete berms Work shall include saw cutting, removal and disposal of the existing asphalt berm, compacting disturbed subgrade, forming and placement of new berm (Type D2) with PG 64- 10 Type 3 B3 asphalt concrete.

Measurement and Payment. Payment for 'Replace Asphalt Concrete Berm 6"-8"' will be made at the unit price measured in linear feet (LF) of the amount of AC berm removed and replaced.

d. Item 5 - Asphalt Concrete Crack Repair Cleaning and Filling

This activity is generally described as applying joint filler into pavement cracks to prevent and protect the pavement from decay. All cracks that are 1/8 inch in width or larger shall be routed, blown clean with a hot air lance and filled with hot asphalt-rubber sealant material. Wide cracks should be filled with patch material. Prior to the application of hot asphalt-rubber sealant, joints and cracks shall be routed and cleaned to remove dust, dirt, moisture, and foreign material or old sealant. Cracks shall be sealed from the bottom up. Sealant material shall be applied so it is flush with the surface. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishing proper traffic control, router all cracks greater than 1/8", clean crack using compressed air, apply crack seal so there is a smooth finish, restore any affected pavement legends or striping, and clean the work site.

Quality Requirements. At the end of the work session, cracks shall be filled to prevent moisture from the sub-base, the work site cleaned, debris removed, cracks repaired pursuant to proper standards and specifications, and traffic control restored. All work to be to the satisfaction of the City designated representative.

Measurement and Payment. Payment for 'Asphalt Concrete Crack Repair Cleaning and Filling' will be made at the unit price measured in the linear feet (LF) amount of cleaning and filling cracks in the asphalt pavement.

e. Item 6 - Cold Patch of AC Pavement – Temporary

This activity is performed in order to temporarily prevent further deterioration of the asphalt pavement. This activity encompasses hand patching of potholes, small depressions, and edge breaks in roadway surfaces to provide a smooth driving surface as identified by the City. This will include, but is not limited to, various subtasks for proper planning and performing the work including traffic control, clearing and grubbing, drying the area to be patched, patching depressions or minor cracking and cleaning the site.

Quality Requirements: At the end of the work session, proper compaction will be attained, with the temp AC a minimum of 1/8 inch and a maximum of 1/4 inch above existing AC, and all the loose debris removed from the work area. The patch area shall have a service life for a minimum of twelve (12) months, or the deficient area must be repaired by the CONTRACTOR at no cost to the City. All work to be to the satisfaction of the City designated representative.

Quality Requirements. At the end of the work session, a level and smooth roadway surface will be achieved, and traffic control restored. All work to be to the satisfaction of the City designated representative.

Measurement and Payment. Payment for 'Cold Patch of AC Pavement-Temporary' will be made at the unit price measured in square feet (SF) of the area of cold patch furnished and installed.

f. Item 7 - Patch of AC Pavement – Permanent

This is activity is performed to permanently prevent further deterioration of asphalt pavement. This activity encompasses permanent patching of potholes, depressions, and edge breaks in roadway surfaces using Flomix, Aquaphalt, or other City approved hot mix asphalt concrete to provide a smooth driving surface per manufacturer's recommendations. The work includes traffic control, clearing and grubbing, saw-cutting, excavation, hand patching and minor skin patching of potholes, small depressions. The edge breaks in roadway surfaces shall provide a smooth driving surface.

Quality Requirement: At the end of the work session a level and smooth roadway will be attained, proper compaction is achieved, all the loose debris removed from the work area, and the permanent patch installed to a sawcut joint. All work to be to the satisfaction of the City designated representative.

Measurement and Payment. Payment for 'Patch Asphalt Concrete Pavement-Permanent' will be made at the contract unit price measured in square feet (SF) of the surface area of asphalt patch furnished and installed.

g. Item 8 - Asphalt Concrete Slot Patch

This activity is performed to remove and replace the asphalt pavement removed for another activity. This activity encompasses the saw cutting and removal and replacement of existing 4-inch AC pavement and subgrade as necessary to provide for the installation of concrete. AC installation shall be in accordance with AC remove and replace bid item. Work shall be performed to the extent that the area of work is returned to a safe condition for the public with public access reestablished as much as reasonably possible. Final repair shall include 2-inch grinding of repair area plus the existing adjoining AC, 2 feet beyond the saw cut and a 2-inch final lift of PG 64-10 Type 3 C3 AC.

Measurement and Payment. Payment for ‘Asphalt Concrete Slot Patch’ will be made at the unit price measured in square feet (SF) of the area of the asphalt slot patch removed and replaced.

h. Item 9 - Remove and Replace Asphalt Concrete, 4-inch thick

This activity is performed to remove and replace full 4-inch sections of existing roadway to provide a smooth riding surface acceptable to the City. For asphalt concrete removal and replacement activities, work must be executed in accordance with all relevant City standards and specifications, ensuring each repaired section is compacted, free of loose debris, and fully restored to a smooth riding surface. Repairs should be performed only as requested by City representatives, with each completed section subject to final inspection and approval prior to payment.

This activity encompasses the saw cutting, removal of AC and subgrade to provide for up to a full 4-inch section, compaction of disturbed subgrade, grinding, tack coating of the vertical edge surfaces with 2 coats of SS-1h spray applied at a uniform rate of 0.1 gallons per square yard each coat (first coat to be allowed to stiffen before second coat), placement of 2-inches of PG 64-10 Type 3 B3 AC for base and a 2-inch final lift of PG 64-10 Type 3 C3 AC, and compaction of each individual lift with a vibratory 3 foot wide minimum roller. Minimum repair width will be 6 feet by 6 feet.

Quality Requirement. At the end of the work session a level and smooth roadway will be attained, proper compaction will be attained, and all the loose debris removed from the work area. All work to be to the satisfaction of the City designated representative.

Measurement and Payment. Payment for ‘Remove and Replace Asphalt Concrete, 4" thick’ will be made at the unit price measured in square feet (SF) of 4-inch-thick asphalt removed and replaced.

i. Item 10 - Remove and Replace Asphalt Concrete, 6-inch thick

This activity is performed to remove and replace full 6-inch sections of existing roadway to provide a smooth riding surface acceptable to the City. For asphalt concrete removal and replacement activities, work must be executed in accordance with all relevant City standards and specifications, ensuring each repaired section is compacted, free of loose debris, and fully restored to a smooth riding surface. Repairs should be performed only as requested by City representative, with each completed section subject to final inspection and approval prior to payment.

This activity encompasses saw cutting, removal of AC and subgrade to provide for up to a full 6-inch section, compaction of disturbed subgrade, grinding, tack coating of the vertical edge surfaces with 2 coats of SS-1h spray applied at a uniform rate of 0.1 gallons per square yard each coat (first coat to be allowed to stiffen before second coat), placement of PG 64- 10 Type 3 B3 AC for base up to 4 inches and a 2-inch final lift of PG 64-10 Type 3 C3 AC, and compaction of each individual lift with a vibratory 3 foot wide minimum roller. Minimum repair width will be 6 feet by 6 feet.

Measurement and Payment. Payment for ‘Remove and Replace Asphalt Concrete, 6" thick’ will be made at the unit price measured in square feet (SF) of 6-inch-thick asphalt removed and replaced,

j. Item 11 - Remove and Replace Asphalt Concrete, 8-inch thick

This activity is performed to remove and replace full 8-inch sections of existing roadway to provide a smooth riding surface acceptable to the City. For asphalt concrete removal and replacement activities, work must be executed in accordance with all relevant City standards and specifications, ensuring each repaired section is compacted, free of loose debris, and fully restored to a smooth riding surface. Repairs should be performed only as requested by City representative, with each completed section subject to final inspection and approval prior to payment.

This activity includes saw cutting, removal of AC and subgrade to provide for up to a full 8- inch section, compaction of disturbed subgrade, grinding, tack coating of the vertical edge surfaces with 2 coats of SS-1h spray applied at a uniform rate of 0.1 gallons per square yard each coat (first coat to be allowed to stiffen before second coat), placement of PG 64-10 Type 3 B3 AC for base up to 6 inches in two lifts and a 2 inch final lift of PG 64-10 Type 3 C3 AC, and compaction of each individual lift with a vibratory 3 foot wide minimum roller. Minimum repair width will be 6 feet by 6 feet.

Measurement and Payment. Payment for ‘Remove and Replace Asphalt Concrete, 8" thick’ will be made at the unit price measured in square feet (SF) of 8-inch-thick asphalt removed and replaced,

k. Item 12 - Remove and Replace Asphalt Concrete, 10-inch thick

This activity is performed to remove and replace full 10-inch sections of existing roadway to provide a smooth riding surface acceptable to the City. For asphalt concrete removal and replacement activities, work must be executed in accordance with all relevant City standards and specifications, ensuring each repaired section is compacted, free of loose debris, and fully restored to a smooth riding surface. Repairs should be performed only as requested by City representative, with each completed section subject to final inspection and approval prior to payment.

This work includes saw cutting, removal of AC and subgrade to provide for up to a full 10- inch section, compaction of disturbed subgrade, grinding, tack coating of the vertical edge surfaces with 2 coats of SS-1h spray applied at a uniform rate of 0.1 gallons per square yard each coat (first coat to be allowed to stiffen before second coat), placement of PG 64-10 Type 3 B3 AC for base and a final 2 inch final coat of PG 64-10 Type 3 C3, up to 10-inches of AC in three lifts, and compaction with a vibratory 3 foot wide minimum roller. Minimum repair width will be 6 feet by 6 feet.

Measurement and Payment. Payment for ‘Remove and Replace Asphalt Concrete, 10" thick’ will be made at the unit price measured in square feet (SF) of 10-inch-thick asphalt removed and replaced,

l. Item 13 - Remove and Replace Asphalt Concrete, 12-inch thick

This activity is performed to remove and replace full 12-inch sections of existing roadway to provide a smooth riding surface acceptable to the City. For asphalt concrete removal and replacement activities, work must be executed in accordance with all relevant City standards and specifications, ensuring each repaired section is compacted, free of loose debris, and fully restored to a smooth riding surface. Repairs should be performed only as requested by City representative, with each completed section subject to final inspection and approval prior to payment.

Work under this subsection shall include saw cutting, removal of AC and subgrade to provide for up to a full 12-inch section, compaction of disturbed subgrade, grinding, tack coating of the vertical edge surfaces with 2 coats of SS-1h spray applied at a uniform rate of 0.1 gallons per square yard each coat (first coat to be allowed to stiffen before second coat), placement of PG 64-10 Type 3 B3 AC for base up to 10 inches in 3 lifts and a 2 inch final lift of PG 64-10 Type 3 C3 AC, and compaction of each individual lift with a vibratory 3 foot wide minimum roller. Minimum repair width will be 6 feet by 6 feet.

Measurement and Payment. Payment for 'Remove and Replace Asphalt Concrete, 12-inch thick' will be made at the unit price measured in square feet (SF) of 12-inch-thick asphalt removed and replaced.

m. Item 14 - Asphalt Concrete Hot Mix 2" Overlay

Define Unit: This is measured by the amount of asphalt concrete area in net tons that is to be placed. The tonnage will be measured by certified weigh tickets. This will be performed on an as requested basis.

This activity is generally described, but it is the Contractor's responsibility to meet the quality requirement. This item shall consist of cleaning of the limits of the area to receive the AC overlay, clearing and grubbing, routing, cleaning and sealing all cracks, placement of the Asphalt Concrete Hot Mix overlay, compacting the overlay to 95% relative compaction, providing traffic control and repainting all markings, legends and striping, installing raised pavement markers and cleaning the site. Limits of the pavement overlay will be marked by the City designated representative. The pavement edge joins and match lines shall be neatly and cleanly made. A tack coat of grade SS-1h emulsified asphalt shall be applied to all surfaces prior to placement of new AC, with the exception that tack coat is not required to be applied to aggregate base surfaces. The Firm shall submit, upon request, the Asphalt Concrete Mix Design in accordance with City Standard for PG 64-10 Type 3 C3 AC as required to construct the 2" final lift. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited, to various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), establishment of proper traffic control, performing saw cutting of the designated pavement area (if any), placement of the asphalt concrete overlay by a fully operational self-propelled paving machine, compact the overlay to 95% relative compaction, restore existing pavement markings with roadway striping, clean the work site and remove USA markings. The cost to restore final striping and painting of legends and markings shall be paid under that specific work activity. Asphalt concrete overlay shall be guaranteed to

perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain or restore the asphalt concrete to the City's satisfaction.

Quality Requirement. At the end of each work session, AC overlay shall be placed pursuant to the specifications above, a level surface will be achieved with no more than a 1/8" variation in ten linear feet as solely determined by the City designated representative, the work site cleaned, debris removed, and traffic control restored. All work to be to the satisfaction of the City designated representative.

Measurement and Payment. Payment for 'Asphalt Concrete Hot Mix 2" Overlay' will be made at the unit price measured in tons (TONS) of asphalt concrete placed. The tonnage will measure by certified weigh tickets

n. Item 15 - Cold Plane/Milling Asphalt Pavement, up to 2" Depth

This activity is generally described as cold planning/milling existing asphalt in preparation of placing asphalt concrete hot mix overlay. This activity shall consist of traffic control, clearing and grubbing, cold planing/milling of up to 2" of existing asphalt concrete surfacing, removal of debris, street sweeping and the temporary replacement of removed striping by repainting of replacement striping. Limits of the pavement removal will be marked by the City designated representative. The job and work must follow identified job standards, specifications, and industry requirements.

Quality Requirement. At the end of each work session, the cold planed asphalt concrete shall be removed and be ready to accept an asphalt concrete hot mix overlay pursuant to the specifications above, a level surface will be achieved, the work site cleaned, all debris removed, and traffic control restored. All work to be to the satisfaction of the City designated representative.

Measurement and Payment. Payment for 'Cold Plane/Milling Asphalt Pavement, up to 2" depth will be made at the unit price measured in square feet (SF) of asphalt concrete removed.

o. Item 16 - Remove and Replace Concrete Spandrels

The purpose of this activity is to replace damaged or deteriorated concrete spandrel sections for the proper flow of drainage water. This is performed to provide a smooth transition between spandrel sections as determined by the City designated representative.

The work must follow identified job standards, specifications, and industry requirements. This work will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), clearing and grubbing, establishment of proper traffic control, compaction of disturbed subgrade, provide an alternate pathway for pedestrians, saw cutting the proposed removal section from joint to joint, the removal of the full section of concrete, pouring of new concrete with a 560-C- 3250 concrete with Type V cement to meet ADA standards, repairs of any impacted irrigation, cleaning the work area and removing USA markings. The spandrel shall be

constructed in accordance with SPPWC Standard Plan 122-3 Cross and Longitudinal Gutters.

Quality Requirement. At the end of each work session, the new spandrel sections shall be constructed in accordance with the specified plans and shall convey drainage water between spandrel sections to the satisfaction of the City designated representative. The work site shall be cleaned, debris removed, and traffic control restored.

Measurement and Payment. Payment for ‘Remove and Replace Concrete Spandrel” will be made at the unit price measured in square feet (SF) of concrete spandrel removed and replaced.

EXHIBIT B: COST OF SERVICES

Item No	Work Description	Unit	Estimated Quantity	Unit Cost	Cost
1	Mobilization	EA	6	$1,800	$10,800
2	Remove and Replace 6" Curb and Gutter	SF	100	$145.00	$14,500
3	Remove and Replace 8" Curb and Gutter	SF	100	$150.00	**$15,000**
4	Remove and Replace Asphalt Concrete Berm- 6"-8"	SF	50	$100.00	$5,000.00
5	Asphalt Concrete Crack Repair Cleaning & Filling	LF	500	$15.00	**$7,500**
6	Cold Patch of AC Pavement-Temporary	SF	100	$53.00	$5,300
7	Patch Asphalt Concrete Pavement-Permanent	SF	100	$55.00	**$5,500**
8	Asphalt Concrete Slot Patch	SF	100	$57.00	**$5,700**
9	Remove and Replace Asphalt Concrete, 4" thick	SF	500	$35.00	**$17,500**
10	Remove and Replace Asphalt Concrete, 6" thick	SF	500	$37.00	$18,500
11	Remove and Replace Asphalt Concrete, 8" thick	SF	300	$39.00	$11,700
12	Remove and Replace Asphalt Concrete, 1O" thick	SF	200	$41.00	$8,200
13	Remove and Replace Asphalt Concrete, 12 " thick	SF	200	$42.00	$8,400
14	Asphalt Concrete Hot Mix 2" Overlay	Tons	15	$570.00	$8,550
15	Cold Plane/Milling Asphalt Pavement, up to 2" Depth	SF	500	$4.00	$2,000
16	Remove and Replace Concrete Spandrels	SF	200	$70.00	14,000
				Total Cost	**158,150.00**

MAINTENANCE AGREEMENT
Providing Payment of Prevailing Wages

(City of South Pasadena / Paveco Construction, Inc.)

1. IDENTIFICATION

This MAINTENANCE AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and **Paveco Construction, Inc.** ("Contractor").

2. RECITALS

2.1. City has determined that it requires the following recurring maintenance services from a contractor: **On-Call Citywide Street Repairs**

2.2. Contractor represents that it is fully qualified to perform such maintenance services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such maintenance services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

3.1. "Scope of Services": Such maintenance services as are set forth in the attached scope of work attached hereto as **Exhibit A** and incorporated herein by this reference.

3.2. "Agreement Administrator": The Agreement Administrator for this project is Julian Lee, Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Contractor

3.3. "Cost of Services": see **Exhibit B**.

3.4. "Maximum Amount": The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement shall be

determined by the adopted annual budget for these services and as determined by the Public Works Director.

3.5. "Commencement Date": January 22, 2026

3.6. "Termination Date": This Agreement shall termination on June 30, 2029 ("Initial Term"), unless terminated or extended by the City as set forth herein.

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 15 ("Termination") below.

5. CONTRACTOR'S DUTIES

5.1. **Services**. Contractor shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

5.2. **Coordination with City**. In performing services under this Agreement, Contractor shall coordinate all contact with City through its Agreement Administrator.

5.3. **Budgetary Notification**. Contractor shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Contractor shall concurrently inform the Agreement Administrator, in writing, of Contractor'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.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.

5.5. **Professional Standards.** Contractor shall perform all work to the highest standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of 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. Appropriate Personnel. Contractor 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 Contractor or under its supervision or by subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. [Name of Project Manager] shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.

5.7. Prevailing Wages. This Agreement is subject to the prevailing wage law as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.

5.8. Permits and Approvals. Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Contractor's performance of this Agreement including, but not limited to, professional licenses and permits.

5.9. Notification of Organizational Changes. Contractor shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Contractor's firm or of any subcontractor. Change of ownership or control of Contractor's firm may require an amendment to this Agreement.

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

6.1. General Prohibition On Assignment. This Agreement covers services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

6.2. Contractor Responsible. Contractor shall be responsible to City for all services to be performed under this Agreement.

6.3. Subcontracting. Contractor shall not subcontract any portion of the performance contemplated and provided for herein unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the services described in the Scope of Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to the services described in the Scope of Services. Contractor is obligated to ensure that any and all subcontractors performing any services under this Agreement shall be fully insured in all respects and to the same extent as set forth under Section 13 (Insurance), to City's satisfaction.

6.4. Compensation for Subcontractors. Contractor 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 Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, the Maximum Amount in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7.2. Invoices. Contractor 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. Contractor shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.

Invoices shall be submitted electronically to PWAP@southpasadenaca.gov

7.3. Taxes. City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor 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 Contractor.

8. LABOR CODE

8.1. **Prevailing Wage Law.** Prevailing Wage Law. This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 et seq., and Labor Code Section 1770 et seq., as well as Code of Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.

8.2. **Payment of Prevailing Wages.** Contractor shall pay the prevailing wage rates for all work performed under this 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.

8.3. **Forfeiture.** Contractor shall forfeit as a penalty to City Two Hundred Dollars ($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 this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, 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 shall be paid to each worker by Contractor.

8.4. **Apprentices.** Contractor shall comply with the provisions of Labor Code 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code 1777.5.

8.5. **Payroll Records.** Pursuant to Labor Code 1776, Contractor and any subcontractor(s) 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 Contractor 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 Labor Code 1815 for any work performed by his or her employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code 1776.

8.6. 8-Hour Work Day. This Agreement is subject to 8-hour work day and wage and hour penalty laws, including, but not limited to, Labor Code 1810 and Labor Code 1813. Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to 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 City $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(s) 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.

8.7. Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code 1771 and Labor Code 1725.5 requiring registration with the Department of Industrial Relations (DIR).

9. OWNERSHIP OF WRITTEN PRODUCTS

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 City without restriction or limitation upon its use or dissemination by City except as provided by law. 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.

10. RELATIONSHIP OF PARTIES

10.1. General. Contractor is, and shall at all times remain as to City, a wholly independent contractor.

10.2. No Agent Authority. Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor 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 Contractor or its employees look to the City as an employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees

Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such a determination. Contractor 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 Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor 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, "Contractor" shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.

11.2. Contractor to Indemnify City. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Contractor's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor 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. Contractor shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

11.4. Attorneys Fees. Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Contractor shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

11.5. Defense Deposit. The City may request a deposit for defense costs from Contractor with respect to a claim. If the City requests a defense deposit, Contractor shall provide it within 15 days of the request.

11.6. Waiver of Statutory Immunity. The obligations of Contractor under this Section 12 are not 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 City.

11.7. Indemnification by Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 12 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor's behalf.

11.8. Insurance Not a Substitute. City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Contractor'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. Contractor shall maintain insurance as described in this section and shall require all of its subcontractors, Contractors, 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.

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 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: **On-Call Citywide Street Repairs**
- 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.

12.3. 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 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. 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.

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

12.7. 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.

12.8. 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.

12.9. 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.

12.10. 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: Risk Management, 1414 Mission Street, South Pasadena, CA 91030**.

12.11. 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.

12.12. 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.

12.13. 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.

12.14. Premium Payments and Deductibles. Contractor must disclose all deductables 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 are subject to City's approval.

12.15. 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.

13. MUTUAL COOPERATION

13.1. City Cooperation in Performance. City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Contractor's services under this Agreement.

13.2. Contractor Cooperation in Defense of Claims. If any claim or action is brought against City relating to Contractor's performance in connection with this Agreement, Contractor 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 Contractor'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:

Julian Lee,
City of South Pasadena
Public Works Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

If to Contractor:

[Name]
[Address]
[Address]
Telephone:
Facsimile:

With courtesy copy to:

Roxanne Diaz, Esq.
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

Invoices shall be submitted electronically to PWAP@southpasadenaca.gov

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.10 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), paragraph 12.7 (Claims-Made Policies), paragraph 13.2 (Contractor 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 Contractor. Contractor 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. Contractor Termination. Contractor may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

16.3. Compensation Following Termination. Upon termination, Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor 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 Contractor'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 Contractor 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 Contractor.

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.
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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 Contractor for performance of this Agreement are deemed confidential and Contractor 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. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor 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. Contractor 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 Contractor.

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. Contractor 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. Contractor 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 Contractor unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Contractor 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. Contractor shall not be liable for any failure to perform if Contractor 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 Contractor.

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, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.

18.12. Venue. The venue for any litigation shall be Los Angeles County, California and Contractor 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"	"Contractor"
City of South Pasadena	Paveco Construction, Inc.
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

By:_____
Nikima S. Newsome, Chief City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

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 contract 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 City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

Date:_____

_____
Signature

_____
Printed Name

_____
Title

EXHIBIT A: SCOPE OF SERVICES

a. Item 1- Mobilization

This activity shall include all costs of mobilization as defined and all other items of work not specifically included in a unit price work task herein including, but not limited to, the services of the point of contact, backup contact staff, emergency contact staff, communications, scheduling of services, compliance with all NPDES water quality requirements including Best Management Practices, the cost of insurances, the provision of all aspects of worker and public safety, compliance with all local, state and federal laws, and all other related work.

Quality Requirements. General quality requirements would be to manage, plan, organize, schedule and track work as well as communicate and coordinate with the CITY and others routinely while providing status and other requested reports on all work efforts. All work shall be to the satisfaction of the City designated representative.

Measurement and Payment. Payment for 'Mobilization' will be made at the contract unit price per EACH (EA) measure for each work order issued.

b. Items 2-3 - Remove and Replace Curb & Gutter

This activity encompasses the removal and replacement of damaged or deteriorated concrete curb and gutter to ensure proper drainage flow. The work involves removal of curb and gutter when sections are damaged, raised or lowered, or water flow is impaired or diverted. The work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), establishment of proper traffic control, saw cutting all joints, removing the concrete and adjacent asphalt concrete (if necessary), root removal, compaction of disturbed subgrade, setting forms, pouring and finishing the concrete curb and gutter, repaving the asphalt concrete, flow checking the gutter, cleaning the work site, and removal of USA markings. The curb and gutter shall be constructed in accordance with SPPWC Standard Plan 120-3 Curb and Gutter-Barrier

Tree roots might interfere or have caused damage to curb and gutter and will require restoration work. Therefore, tree roots will need to be evaluated as part of the restoration work being performed. The City's ISA Certified Arborist/Landscape Inspectors will be available at the request of the contractor to provide a report as to the advantages, disadvantages of tree roots shaving, pruning and/or removal. This report will include the health status and safety of the remaining tree after the work has been done. If the adjacent tree needs to be removed after all other measures have been exhausted and because most of or all of the supporting roots need to be removed, and the City agrees, then an additional cost will be negotiated for the tree removal pricing.

Quality Requirements. At the end of the work session, level surfaces will be achieved, drainage lines properly established, the work site cleaned, debris removed, curbs and gutters installed pursuant to proper standards and specifications and traffic control restored. All work to be to the satisfaction of the City designated representative.

Measurement and Payment. Payment for 'Remove and Replace Curb & Gutter (both 6" & 8")' will be made at the unit price measured in linear feet (LF) of removed and replaced curb & gutter.

c. Item 4 - Remove and Replace Asphalt Concrete Berm – 6"-8"

This activity is performed to remove and replace existing damaged asphalt concrete berms Work shall include saw cutting, removal and disposal of the existing asphalt berm, compacting disturbed subgrade, forming and placement of new berm (Type D2) with PG 64- 10 Type 3 B3 asphalt concrete.

Measurement and Payment. Payment for ‘Replace Asphalt Concrete Berm 6"-8"’ will be made at the unit price measured in linear feet (LF) of the amount of AC berm removed and replaced.

d. Item 5 - Asphalt Concrete Crack Repair Cleaning and Filling

This activity is generally described as applying joint filler into pavement cracks to prevent and protect the pavement from decay. All cracks that are 1/8 inch in width or larger shall be routed, blown clean with a hot air lance and filled with hot asphalt-rubber sealant material. Wide cracks should be filled with patch material. Prior to the application of hot asphalt-rubber sealant, joints and cracks shall be routed and cleaned to remove dust, dirt, moisture, and foreign material or old sealant. Cracks shall be sealed from the bottom up. Sealant material shall be applied so it is flush with the surface. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishing proper traffic control, router all cracks greater than 1/8”, clean crack using compressed air, apply crack seal so there is a smooth finish, restore any affected pavement legends or striping, and clean the work site.

Quality Requirements. At the end of the work session, cracks shall be filled to prevent moisture from the sub-base, the work site cleaned, debris removed, cracks repaired pursuant to proper standards and specifications, and traffic control restored. All work to be to the satisfaction of the City designated representative.

Measurement and Payment. Payment for ‘Asphalt Concrete Crack Repair Cleaning and Filling’ will be made at the unit price measured in the linear feet (LF) amount of cleaning and filling cracks in the asphalt pavement.

e. Item 6 - Cold Patch of AC Pavement – Temporary

This activity is performed in order to temporarily prevent further deterioration of the asphalt pavement. This activity encompasses hand patching of potholes, small depressions, and edge breaks in roadway surfaces to provide a smooth driving surface as identified by the City. This will include, but is not limited to, various subtasks for proper planning and performing the work including traffic control, clearing and grubbing, drying the area to be patched, patching depressions or minor cracking and cleaning the site.

Quality Requirements: At the end of the work session, proper compaction will be attained, with the temp AC a minimum of 1/8 inch and a maximum of 1/4 inch above existing AC, and all the loose debris removed from the work area. The patch area shall have a service life for a minimum of twelve (12) months, or the deficient area must be repaired by the CONTRACTOR at no cost to the City. All work to be to the satisfaction of the City designated representative.

Quality Requirements. At the end of the work session, a level and smooth roadway surface will be achieved, and traffic control restored. All work to be to the satisfaction of the City designated representative.

Measurement and Payment. Payment for 'Cold Patch of AC Pavement-Temporary' will be made at the unit price measured in square feet (SF) of the area of cold patch furnished and installed.

f. Item 7 - Patch of AC Pavement – Permanent

This is activity is performed to permanently prevent further deterioration of asphalt pavement. This activity encompasses permanent patching of potholes, depressions, and edge breaks in roadway surfaces using Flomix, Aquaphalt, or other City approved hot mix asphalt concrete to provide a smooth driving surface per manufacturer's recommendations. The work includes traffic control, clearing and grubbing, saw-cutting, excavation, hand patching and minor skin patching of potholes, small depressions. The edge breaks in roadway surfaces shall provide a smooth driving surface.

Quality Requirement: At the end of the work session a level and smooth roadway will be attained, proper compaction is achieved, all the loose debris removed from the work area, and the permanent patch installed to a sawcut joint. All work to be to the satisfaction of the City designated representative.

Measurement and Payment. Payment for 'Patch Asphalt Concrete Pavement-Permanent' will be made at the contract unit price measured in square feet (SF) of the surface area of asphalt patch furnished and installed.

g. Item 8 - Asphalt Concrete Slot Patch

This activity is performed to remove and replace the asphalt pavement removed for another activity. This activity encompasses the saw cutting and removal and replacement of existing 4-inch AC pavement and subgrade as necessary to provide for the installation of concrete. AC installation shall be in accordance with AC remove and replace bid item. Work shall be performed to the extent that the area of work is returned to a safe condition for the public with public access reestablished as much as reasonably possible. Final repair shall include 2-inch grinding of repair area plus the existing adjoining AC, 2 feet beyond the saw cut and a 2-inch final lift of PG 64-10 Type 3 C3 AC.

Measurement and Payment. Payment for ‘Asphalt Concrete Slot Patch’ will be made at the unit price measured in square feet (SF) of the area of the asphalt slot patch removed and replaced.

h. Item 9 - Remove and Replace Asphalt Concrete, 4-inch thick

This activity is performed to remove and replace full 4-inch sections of existing roadway to provide a smooth riding surface acceptable to the City. For asphalt concrete removal and replacement activities, work must be executed in accordance with all relevant City standards and specifications, ensuring each repaired section is compacted, free of loose debris, and fully restored to a smooth riding surface. Repairs should be performed only as requested by City representatives, with each completed section subject to final inspection and approval prior to payment.

This activity encompasses the saw cutting, removal of AC and subgrade to provide for up to a full 4-inch section, compaction of disturbed subgrade, grinding, tack coating of the vertical edge surfaces with 2 coats of SS-1h spray applied at a uniform rate of 0.1 gallons per square yard each coat (first coat to be allowed to stiffen before second coat), placement of 2-inches of PG 64-10 Type 3 B3 AC for base and a 2-inch final lift of PG 64-10 Type 3 C3 AC, and compaction of each individual lift with a vibratory 3 foot wide minimum roller. Minimum repair width will be 6 feet by 6 feet.

Quality Requirement. At the end of the work session a level and smooth roadway will be attained, proper compaction will be attained, and all the loose debris removed from the work area. All work to be to the satisfaction of the City designated representative.

Measurement and Payment. Payment for ‘Remove and Replace Asphalt Concrete, 4" thick’ will be made at the unit price measured in square feet (SF) of 4-inch-thick asphalt removed and replaced.

i. Item 10 - Remove and Replace Asphalt Concrete, 6-inch thick

This activity is performed to remove and replace full 6-inch sections of existing roadway to provide a smooth riding surface acceptable to the City. For asphalt concrete removal and replacement activities, work must be executed in accordance with all relevant City standards and specifications, ensuring each repaired section is compacted, free of loose debris, and fully restored to a smooth riding surface. Repairs should be performed only as requested by City representative, with each completed section subject to final inspection and approval prior to payment.

This activity encompasses saw cutting, removal of AC and subgrade to provide for up to a full 6-inch section, compaction of disturbed subgrade, grinding, tack coating of the vertical edge surfaces with 2 coats of SS-1h spray applied at a uniform rate of 0.1 gallons per square yard each coat (first coat to be allowed to stiffen before second coat), placement of PG 64- 10 Type 3 B3 AC for base up to 4 inches and a 2-inch final lift of PG 64-10 Type 3 C3 AC, and compaction of each individual lift with a vibratory 3 foot wide minimum roller. Minimum repair width will be 6 feet by 6 feet.

Measurement and Payment. Payment for ‘Remove and Replace Asphalt Concrete, 6" thick’ will be made at the unit price measured in square feet (SF) of 6-inch-thick asphalt removed and replaced,

j. Item 11 - Remove and Replace Asphalt Concrete, 8-inch thick

This activity is performed to remove and replace full 8-inch sections of existing roadway to provide a smooth riding surface acceptable to the City. For asphalt concrete removal and replacement activities, work must be executed in accordance with all relevant City standards and specifications, ensuring each repaired section is compacted, free of loose debris, and fully restored to a smooth riding surface. Repairs should be performed only as requested by City representative, with each completed section subject to final inspection and approval prior to payment.

This activity includes saw cutting, removal of AC and subgrade to provide for up to a full 8- inch section, compaction of disturbed subgrade, grinding, tack coating of the vertical edge surfaces with 2 coats of SS-1h spray applied at a uniform rate of 0.1 gallons per square yard each coat (first coat to be allowed to stiffen before second coat), placement of PG 64-10 Type 3 B3 AC for base up to 6 inches in two lifts and a 2 inch final lift of PG 64-10 Type 3 C3 AC, and compaction of each individual lift with a vibratory 3 foot wide minimum roller. Minimum repair width will be 6 feet by 6 feet.

Measurement and Payment. Payment for ‘Remove and Replace Asphalt Concrete, 8" thick’ will be made at the unit price measured in square feet (SF) of 8-inch-thick asphalt removed and replaced,

k. Item 12 - Remove and Replace Asphalt Concrete, 10-inch thick

This activity is performed to remove and replace full 10-inch sections of existing roadway to provide a smooth riding surface acceptable to the City. For asphalt concrete removal and replacement activities, work must be executed in accordance with all relevant City standards and specifications, ensuring each repaired section is compacted, free of loose debris, and fully restored to a smooth riding surface. Repairs should be performed only as requested by City representative, with each completed section subject to final inspection and approval prior to payment.

This work includes saw cutting, removal of AC and subgrade to provide for up to a full 10- inch section, compaction of disturbed subgrade, grinding, tack coating of the vertical edge surfaces with 2 coats of SS-1h spray applied at a uniform rate of 0.1 gallons per square yard each coat (first coat to be allowed to stiffen before second coat), placement of PG 64-10 Type 3 B3 AC for base and a final 2 inch final coat of PG 64-10 Type 3 C3, up to 10-inches of AC in three lifts, and compaction with a vibratory 3 foot wide minimum roller. Minimum repair width will be 6 feet by 6 feet.

Measurement and Payment. Payment for ‘Remove and Replace Asphalt Concrete, 10" thick’ will be made at the unit price measured in square feet (SF) of 10-inch-thick asphalt removed and replaced,

l. Item 13 - Remove and Replace Asphalt Concrete, 12-inch thick

This activity is performed to remove and replace full 12-inch sections of existing roadway to provide a smooth riding surface acceptable to the City. For asphalt concrete removal and replacement activities, work must be executed in accordance with all relevant City standards and specifications, ensuring each repaired section is compacted, free of loose debris, and fully restored to a smooth riding surface. Repairs should be performed only as requested by City representative, with each completed section subject to final inspection and approval prior to payment.

Work under this subsection shall include saw cutting, removal of AC and subgrade to provide for up to a full 12-inch section, compaction of disturbed subgrade, grinding, tack coating of the vertical edge surfaces with 2 coats of SS-1h spray applied at a uniform rate of 0.1 gallons per square yard each coat (first coat to be allowed to stiffen before second coat), placement of PG 64-10 Type 3 B3 AC for base up to 10 inches in 3 lifts and a 2 inch final lift of PG 64-10 Type 3 C3 AC, and compaction of each individual lift with a vibratory 3 foot wide minimum roller. Minimum repair width will be 6 feet by 6 feet.

Measurement and Payment. Payment for 'Remove and Replace Asphalt Concrete, 12-inch thick' will be made at the unit price measured in square feet (SF) of 12-inch-thick asphalt removed and replaced.

m. Item 14 - Asphalt Concrete Hot Mix 2" Overlay

Define Unit: This is measured by the amount of asphalt concrete area in net tons that is to be placed. The tonnage will be measured by certified weigh tickets. This will be performed on an as requested basis.

This activity is generally described, but it is the Contractor's responsibility to meet the quality requirement. This item shall consist of cleaning of the limits of the area to receive the AC overlay, clearing and grubbing, routing, cleaning and sealing all cracks, placement of the Asphalt Concrete Hot Mix overlay, compacting the overlay to 95% relative compaction, providing traffic control and repainting all markings, legends and striping, installing raised pavement markers and cleaning the site. Limits of the pavement overlay will be marked by the City designated representative. The pavement edge joins and match lines shall be neatly and cleanly made. A tack coat of grade SS-1h emulsified asphalt shall be applied to all surfaces prior to placement of new AC, with the exception that tack coat is not required to be applied to aggregate base surfaces. The Firm shall submit, upon request, the Asphalt Concrete Mix Design in accordance with City Standard for PG 64-10 Type 3 C3 AC as required to construct the 2" final lift. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited, to various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), establishment of proper traffic control, performing saw cutting of the designated pavement area (if any), placement of the asphalt concrete overlay by a fully operational self-propelled paving machine, compact the overlay to 95% relative compaction, restore existing pavement markings with roadway striping, clean the work site and remove USA markings. The cost to restore final striping and painting of legends and markings shall be paid under that specific work activity. Asphalt concrete overlay shall be guaranteed to

perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain or restore the asphalt concrete to the City's satisfaction.

Quality Requirement. At the end of each work session, AC overlay shall be placed pursuant to the specifications above, a level surface will be achieved with no more than a 1/8" variation in ten linear feet as solely determined by the City designated representative, the work site cleaned, debris removed, and traffic control restored. All work to be to the satisfaction of the City designated representative.

Measurement and Payment. Payment for 'Asphalt Concrete Hot Mix 2" Overlay' will be made at the unit price measured in tons (TONS) of asphalt concrete placed. The tonnage will measure by certified weigh tickets

n. Item 15 - Cold Plane/Milling Asphalt Pavement, up to 2" Depth

This activity is generally described as cold planning/milling existing asphalt in preparation of placing asphalt concrete hot mix overlay. This activity shall consist of traffic control, clearing and grubbing, cold planing/milling of up to 2" of existing asphalt concrete surfacing, removal of debris, street sweeping and the temporary replacement of removed striping by repainting of replacement striping. Limits of the pavement removal will be marked by the City designated representative. The job and work must follow identified job standards, specifications, and industry requirements.

Quality Requirement. At the end of each work session, the cold planed asphalt concrete shall be removed and be ready to accept an asphalt concrete hot mix overlay pursuant to the specifications above, a level surface will be achieved, the work site cleaned, all debris removed, and traffic control restored. All work to be to the satisfaction of the City designated representative.

Measurement and Payment. Payment for 'Cold Plane/Milling Asphalt Pavement, up to 2" depth will be made at the unit price measured in square feet (SF) of asphalt concrete removed.

o. Item 16 - Remove and Replace Concrete Spandrels

The purpose of this activity is to replace damaged or deteriorated concrete spandrel sections for the proper flow of drainage water. This is performed to provide a smooth transition between spandrel sections as determined by the City designated representative.

The work must follow identified job standards, specifications, and industry requirements. This work will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), clearing and grubbing, establishment of proper traffic control, compaction of disturbed subgrade, provide an alternate pathway for pedestrians, saw cutting the proposed removal section from joint to joint, the removal of the full section of concrete, pouring of new concrete with a 560-C- 3250 concrete with Type V cement to meet ADA standards, repairs of any impacted irrigation, cleaning the work area and removing USA markings. The spandrel shall be

constructed in accordance with SPPWC Standard Plan 122-3 Cross and Longitudinal Gutters.

Quality Requirement. At the end of each work session, the new spandrel sections shall be constructed in accordance with the specified plans and shall convey drainage water between spandrel sections to the satisfaction of the City designated representative. The work site shall be cleaned, debris removed, and traffic control restored.

Measurement and Payment. Payment for ‘Remove and Replace Concrete Spandrel” will be made at the unit price measured in square feet (SF) of concrete spandrel removed and replaced.

EXHIBIT B: COST OF SERVICES

Item No	Work Description	Unit	Estimated Quantity	Unit Cost	Cost
1	Mobilization	EA	6	$1,000.00	$ 6,000.00
2	Remove and Replace 6" Curb and Gutter	SF	100	$ 50.00	$ 5,000.00
3	Remove and Replace 8" Curb and Gutter	SF	100	$ 50.00	$ 5,000.00
4	Remove and Replace Asphalt Concrete Berm- 6"-8"	SF	50	$ 50.00	$ 2,500.00
5	Asphalt Concrete Crack Repair Cleaninq & Fillinq	LF	500	$ 5.00	$ 2,500.00
6	Cold Patch of AC Pavement- Temoorarv	SF	100	$ 12.00	$1,200.00
7	Patch Asphalt Concrete Pavement- Permanent	SF	100	$ 15.00	$ 1,500.00
8	Asphalt Concrete Slot Patch	SF	100	$ 22.00	$ 2,200.00
9	Remove and Replace Asphalt Concrete, 4" thick	SF	500	$ 21.00	$10,500.00
10	Remove and Replace Asphalt Concrete, 6" thick	SF	500	$ 24.50	$12,250.00
11	Remove and Replace Asphalt Concrete, 8" thick	SF	300	$ 28.00	$8,400.00
12	Remove and Replace Asphalt Concrete, 10" thick	SF	200	$ 31.00	$6,200.00
13	Remove and Replace Asphalt Concrete, 12" thick	SF	200	$ 34.00	$6,800.00
14	Asphalt Concrete Hot Mix 2" Overlay	Tons	15	$ 550.00	$8,250.00
15	Cold Plane/MillingAsphalt Pavement, uo to 2" Deoth	SF	500	$ 10.00	$5,000.00
16	Remove and Replace Concrete Spandrels	SF	200	$ 37.50	$7,500.00
				Total Cost	$90,800.00

City Council Agenda Report

ITEM NO. 14

DATE: January 21, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Julian Lee, Public Works Director
Michael Vartanians, City Engineer
Michael Lau, Public Works Project Manager

SUBJECT: **CONSIDERATION OF AWARD OF A THREE-YEAR MAINTENANCE CONTRACT TO WGJ ENTERPRISES, INC. AND SUPERIOR PAVEMENT MARKINGS FOR ON-CALL STRIPING, PAVEMENT MARKINGS, AND CURB PAINTING SERVICES BETWEEN FISCAL YEARS 2025-2026 AND FISCAL YEARS 2028-2029, WITH THE OPTION TO EXTEND THE CONTRACT FOR TWO ADDITIONAL ONE-YEAR EXTENSIONS**

Recommendation

It is recommended that the City Council:

1. Award two three-year maintenance contracts to WGJ Enterprises, Inc. and Superior Pavement Markings (Contractors) to provide striping, pavement markings, and curb painting services between Fiscal Years (FY) 2025-2026 and 2028-2029, with the option to extend the contracts twice for an additional one year per extension, subject to a Consumer Price Index (CPI) increase to the rates in each fiscal year;
2. Authorize the City Manager to finalize and enter into maintenance contracts with Superior Pavement Markings and WGJ Enterprises, Inc. in the form approved by the City Attorney and City Manager and execute any related documents;
3. Reject all other proposals received;
4. Authorize the City Manager to execute Purchase Orders to each Contractor in the not-to-exceed amount of $30,000 for the remainder of FY 2025-2026, ending June 30, 2026.

Executive Summary

This item considers the award of three year maintenance contracts to two contractors, WGJ Enterprises, Inc. (Attachment No. 1) and Superior Pavement Markings (Attachment No. 2) to provide striping, pavement markings, and curb painting services to the City between FY 2025-2026 and 2028-2029, with the option to extend the contracts twice for an additional one year per extension, subject to a Consumer Price Index (CPI) increase to the rates and contract value in each FY. Purchase Orders will be issued to each Contractor in the not-to-exceed amount of $30,000 for work through the end of FY 2025-2026, ending June 30, 2026. Future Purchase Orders for subsequent FY will be determined during the budgetary process.

Background

The City's Public Works Department is responsible for maintenance of the City's roadway

striping, pavement markings, and curb painting within the City's public right-of-way. The award of a maintenance contract (Attachment 1 and 2) to a construction vendor for striping, pavement markings, and curb painting services is subject to approval by the City Council as a Public Works Contract pursuant to the South Pasadena Municipal Code.

On September 16, 2025 the City released a Request for Proposals (RFP) seeking contractors to perform striping, pavement markings, and curb painting services. On October 8, 2025 three proposals were received with unit prices associated with the various tasks required. The contractors that submitted proposals included:

1. Cal Stripe Inc.
2. Superior Pavement Markings
3. WGJ Enterprises Inc.

Striping, pavement markings, and curb painting services will be executed on an as-needed basis to address distressed roadway markings, new markings, and alterations to existing markings within the City's right-of-way.

Analysis
The requested services include provision of all required supplies, materials, equipment and labor for striping, pavement markings, and curb painting services. South Pasadena Municipal Code section 2.99-29(11) allows City Council to award contracts for services based on best value procurement and qualifications-based selection. Public Works staff evaluated the submitted proposals based on qualifications, experience, and costs. Based on the analysis of the proposal, staff is recommending a maintenance contract be awarded to both WGJ Enterprises, Inc. and Superior Pavement Markings.

Fiscal Impact
Funding for this maintenance contract will be comprised from the Public Works Operations Budget. As discussed, street repair services will be executed on an as-needed basis. Purchase Orders will be issued to each Contractor in the not-to-exceed amount of $30,000 for work through the end of FY 2025-2026, ending June 30, 2026. Future Purchase Orders for subsequent FY will be determined during the budgetary process.

Unit prices received as part of the RFP shall be adjusted each FY to incorporate a cost-of-living increase determined by the CPI. It is anticipated that should the maintenance contract extensions be executed, the same funding source will be used. However, these budgets may require adjustment by contract amendment, given available funding, and/or the cost of services in future years.

For Purchase orders for the remainder of FY 2025-2026 staff will be utilizing Street Maintenance Operating Fund account 230-6010-6116-8180-000 currently has $120,500.

Funds from the following accounts will be transferred to the above account:

Funding Sources	Amount
230-6010-6116-8100-000	$20,000
230-6010-6116-9110-000	$20,000
101-6010-6011-8180-000	$19,500

After fund transfers the balance of account string 230-6010-6116-8180-000 will be $180,000.

Key Performance Indicators and Strategic Plan
This item is related to roadway maintenance services and is associated with a Council Priority 2A (Infrastructure – Streets/gutter repair)

Commission Review and Recommendation
This item was not reviewed by a City Commission.

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
Roadway maintenance services on existing infrastructure is exempt from the California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class 1 "existing facilities."

Attachment:
Attachment No. 1 WGJ Striping Maintenance Agreement
Attachment No. 2 Superior Striping Maintenance Agreement

MAINTENANCE AGREEMENT
Providing Payment of Prevailing Wages

(City of South Pasadena / WGJ Enterprises Inc.)

1. IDENTIFICATION

This MAINTENANCE AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and **WGJ Enterprises Inc.** ("Contractor").

2. RECITALS

2.1. City has determined that it requires the following recurring maintenance services from a contractor: **On-Call Citywide Striping, Pavement Markings and Curb Painting Services**

2.2. Contractor represents that it is fully qualified to perform such maintenance services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such maintenance services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

3.1. "Scope of Services": Such maintenance services as are set forth in the attached scope of work attached hereto as **Exhibit A** and incorporated herein by this reference.

3.2. "Agreement Administrator": The Agreement Administrator for this project is Julian Lee, Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Contractor

3.3. "Cost of Services": see **Exhibit B**.

3.4. "Maximum Amount": The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement shall be

determined by the adopted annual budget for these services and as determined by the Public Works Director.

3.5. "Commencement Date": January 22, 2026

3.6. "Termination Date": This Agreement shall termination on June 30, 2029 ("Initial Term"), unless terminated or extended by the City as set forth herein.

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 15 ("Termination") below.

5. CONTRACTOR'S DUTIES

5.1. **Services**. Contractor shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

5.2. **Coordination with City**. In performing services under this Agreement, Contractor shall coordinate all contact with City through its Agreement Administrator.

5.3. **Budgetary Notification**. Contractor shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Contractor shall concurrently inform the Agreement Administrator, in writing, of Contractor'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.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.

5.5. **Professional Standards.** Contractor shall perform all work to the highest standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of 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. Appropriate Personnel. Contractor 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 Contractor or under its supervision or by subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. [Name of Project Manager] shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.

5.7. Prevailing Wages. This Agreement is subject to the prevailing wage law as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.

5.8. Permits and Approvals. Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Contractor's performance of this Agreement including, but not limited to, professional licenses and permits.

5.9. Notification of Organizational Changes. Contractor shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Contractor's firm or of any subcontractor. Change of ownership or control of Contractor's firm may require an amendment to this Agreement.

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

6.1. General Prohibition On Assignment. This Agreement covers services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

6.2. Contractor Responsible. Contractor shall be responsible to City for all services to be performed under this Agreement.

6.3. Subcontracting. Contractor shall not subcontract any portion of the performance contemplated and provided for herein unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the services described in the Scope of Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to the services described in the Scope of Services. Contractor is obligated to ensure that any and all subcontractors performing any services under this Agreement shall be fully insured in all respects and to the same extent as set forth under Section 13 (Insurance), to City's satisfaction.

6.4. Compensation for Subcontractors. Contractor 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 Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, the Maximum Amount in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7.2. Invoices. Contractor 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. Contractor shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.

Invoices shall be submitted electronically to PWAP@southpasadenaca.gov

7.3. Taxes. City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor 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 Contractor.

8. LABOR CODE

8.1. **Prevailing Wage Law.** Prevailing Wage Law. This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 et seq., and Labor Code Section 1770 et seq., as well as Code of Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.

8.2. **Payment of Prevailing Wages.** Contractor shall pay the prevailing wage rates for all work performed under this 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.

8.3. **Forfeiture.** Contractor shall forfeit as a penalty to City Two Hundred Dollars ($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 this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, 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 shall be paid to each worker by Contractor.

8.4. **Apprentices.** Contractor shall comply with the provisions of Labor Code 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code 1777.5.

8.5. **Payroll Records.** Pursuant to Labor Code 1776, Contractor and any subcontractor(s) 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 Contractor 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 Labor Code 1815 for any work performed by his or her employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code 1776.

8.6. 8-Hour Work Day. This Agreement is subject to 8-hour work day and wage and hour penalty laws, including, but not limited to, Labor Code 1810 and Labor Code 1813. Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to 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 City $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(s) 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.

8.7. Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code 1771 and Labor Code 1725.5 requiring registration with the Department of Industrial Relations (DIR).

9. OWNERSHIP OF WRITTEN PRODUCTS

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 City without restriction or limitation upon its use or dissemination by City except as provided by law. 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.

10. RELATIONSHIP OF PARTIES

10.1. General. Contractor is, and shall at all times remain as to City, a wholly independent contractor.

10.2. No Agent Authority. Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor 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 Contractor or its employees look to the City as an employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees

Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such a determination. Contractor 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 Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor 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, "Contractor" shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.

11.2. Contractor to Indemnify City. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Contractor's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor 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. Contractor shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

11.4. Attorneys Fees. Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Contractor shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

11.5. Defense Deposit. The City may request a deposit for defense costs from Contractor with respect to a claim. If the City requests a defense deposit, Contractor shall provide it within 15 days of the request.

11.6. Waiver of Statutory Immunity. The obligations of Contractor under this Section 12 are not 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 City.

11.7. Indemnification by Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 12 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor's behalf.

11.8. Insurance Not a Substitute. City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Contractor'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. Contractor shall maintain insurance as described in this section and shall require all of its subcontractors, Contractors, 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.

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 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: **On-Call Citywide Striping, Pavement Markings and Curb Painting 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 required 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,

$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 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. 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.

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

12.7. 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.

12.8. 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.

12.9. 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.

12.10. 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: Risk Management, 1414 Mission Street, South Pasadena, CA 91030**.

12.11. 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.

12.12. 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.

12.13. 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.

12.14. Premium Payments and Deductibles. Contractor must disclose all deductables 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 are subject to City's approval.

12.15. 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.

13. MUTUAL COOPERATION

13.1. City Cooperation in Performance. City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Contractor's services under this Agreement.

13.2. Contractor Cooperation in Defense of Claims. If any claim or action is brought against City relating to Contractor's performance in connection with this Agreement, Contractor 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 Contractor'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:

Julian Lee,
City of South Pasadena
Public Works Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

If to Contractor:

[Name]
[Address]
[Address]
Telephone:
Facsimile:

With courtesy copy to:

Roxanne Diaz, Esq.
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

Invoices shall be submitted electronically to PWAP@southpasadenaca.gov

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.10 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), paragraph 12.7 (Claims-Made Policies), paragraph 13.2 (Contractor 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 Contractor. Contractor 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. Contractor Termination. Contractor may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

16.3. Compensation Following Termination. Upon termination, Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor 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 Contractor'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 Contractor 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 Contractor.

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.
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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 Contractor for performance of this Agreement are deemed confidential and Contractor 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. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor 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. Contractor 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 Contractor.

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. Contractor 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. Contractor 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 Contractor unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Contractor 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. Contractor shall not be liable for any failure to perform if Contractor 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 Contractor.

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, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.

18.12. Venue. The venue for any litigation shall be Los Angeles County, California and Contractor 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"	"Contractor"
City of South Pasadena	WGJ Enterprises, Inc.
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

By:_____
Nikima S. Newsome, Chief City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

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 contract 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 City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

Date:_____

_____
Signature

_____
Printed Name

_____
Title

EXHIBIT A: SCOPE OF SERVICES

The Contractor shall perform on-call basis citywide painting existing striping and pavement markings, replacing raised pavement markers, and painting curbs within the City's public right-of-way. The City maintains approximately 68 miles of paved roadways and 130 linear miles of curbs on public streets. The
work to be done shall consist of all required labor, materials, equipment, parts, supplies, and permits necessary for the construction of the following improvements:

Removals
Remove existing traffic striping and painted pavement markings within the project limits, including lane lines, symbols, legends, curb markings, and associated paint. Removal shall be performed using approved methods (e.g., grinding or water blasting) that effectively eliminate visible markings without damaging the underlying pavement. Dispose of all removed materials in accordance with applicable regulations and leave the pavement surface clean, uniform, and ready for new striping or final use.

Traffic Striping
Provide and apply new traffic striping and pavement markings within the project limits in accordance with approved plans and specifications. Work shall include surface preparation, layout, and installation of lane lines, symbols, legends, words, numerals, cross walks, arrows, curb markings, and all associated materials using approved traffic paint or thermoplastic. Striping shall be applied to proper alignment, dimensions, color, and thickness, include required reflective elements, and be protected until fully cured and ready for use.

Raised pavement markers
Furnish and install raised pavement markers within the project limits in accordance with the approved plans and applicable standards. Work shall include surface cleaning and preparation, layout verification, placement, and secure bonding of markers using approved epoxy or adhesive. Raised pavement markers shall be installed at the specified spacing, alignment, and color, and shall be protected from traffic until the adhesive has fully cured and the markers are ready for service.

Parking Lots and Curbs
Provide all labor, materials, and equipment necessary to paint and stripe parking lots and curbs within the project limits in accordance with the approved plans and applicable standards. Work shall include surface cleaning and preparation; layout of parking stalls, drive aisles, fire lanes, loading zones, accessible parking spaces, and directional markings; and application of pavement striping, symbols, and legends. Curb painting shall include red, yellow, white, blue, or other designated colors, applied to specified curb lengths and locations. All striping and paint shall be

applied to proper dimensions, alignment, color, and thickness, include required reflective elements where specified, and be protected until fully cured and ready for use.

EXHIBIT B: COST OF SERVICES

Item No	Description	Unit	Estimated Quantity	Unit Cost	Cost	Multiplier for Thermo-_plastic
1	Mobilization	EA	6	$2,800.00	$ 16,800.00	n/a
2	Paint/ Thermoplastic Removal	SF	400	$4.00	$1,600.00	n/a
TRAFFIC STRIPING - PAINT						
3	Detail 1 (6" Yellow Skip)	LF	1,300	$ 0.22	$286.00	2.7
4	Detail 8 (6" White Skip)	LF	1,300	$ 0.22	$ 286.00	2.7
5	Detail 1 (4" Yellow Skip)	LF	10,400	$ 0.18	$ 1,872.00	2.7
6	Detail 8 (4" White Skip)	LF	10,400	$0.18	$ 1,872.00	2.7
7	4" White or Yellow Solid Line	LF	4,000	$ 0.26	$ 1,040.00	2.5
8	6" White or Yellow Solid Line	LF	4,000	$0.30	$1,200.00	2.5
9	Detail 21 (4" Double Yellow)	LF	2,000	$0.30	$600.00	2.5
10	Detail 21 (6" Double Yellow)	LF	400	$0.44	$176.00	2.3
11	Detail 24 (6" Yellow Edge Line)	LF	600	$0.30	$180.00	2.3
12	Detail 27B (6" White Edge Line)	LF	1,300	$0.30	$390.00	2
13	Detail 31 (6" 2-Way Double Left)	LF	500	$0.44	$ 220.00	1.7
14	Detail 37B (8" Lane Drop)	LF	400	$0.40	$ 160.00	2
15	Detail 39 (6" White Bike Lane)	LF	5,200	$0.30	$1,560.00	2
16	Detail 39A (6" Bike Lane ThrouQh Intersection)	LF	400	$0.30	$120.00	3.2
17	Detail 40 (6" White through Intersection)	LF	200	$0.60	$120.00	6.7
18	Detail 41 (4" or 6" Yellow throuQh Intersection)	LF	400	$0.60	$240.00	6.7
19	12" White Limit Line	LF	800	$1.50	$1,200.00	3
20	12" Chevrons	LF	100	$1.50	$ 150.00	3.4
21	Yield Line	LF	500	$500.00	$2,500.00	1
WORDS AND NUMERALS-PAINT						
22	Words	EA	20	$ 25.00	$ 500.00	2
23	Numerals	EA	50	$25.00	$1,250.00	2

ARROWS- PAINT						
24	Arrow, Type I thru VIII	EA	60	$40.00	$2,400.00	2.5
25	Arrow, Type FH I thru V	EA	16	$50.00	*$BOO.DO*	2.5
26	Arrow, Bike Lane	EA	10	$40.00	$400.00	2.5
SYMBOLS-PAINT						
27	Railroad Crossing	EA	10	$150.00	$1,500.00	n/a
28	Bike Lane with Person	EA	30	$100.00	$3,000.00	n/a
29	Bicycle Loop Detector	EA	10	$ 90.00	$ 900.00	n/a
30	Shared Roadway Bicycle	EA	30	$200.00	$6,000.00	n/a
31	International Symbol of Accessible Marking	EA	10	$150.00	$1,500.00	n/a
32	Green Paint	SF	100	$1.90	$190.00	n/a
CROSSWALKS-PAINT						
33	Crosswalk - Ladder, White or Yellow	SF	1,800	$ 1.50	$2,700.00	3
RAISED PAVEMENT MARKERS						
34	Ceramic Non-reflective	EA	300	$3.00	$900.00	n/a
35	Reflective, Types C and D	EA	300	$5.00	$1,500.00	n/a
36	Reflective, Types G, Hand R	EA	300	$5.00	$1,500.00	n/a
37	Raised Pavement Markers Removals	EA	200	$2.00	$400.00	n/a
PARKING LOTS						
38	4" Line	LF	1,250	$1.50	$1,875.00	n/a
39	4" 'T' or 'L' Parking Space Separator	EA	100	$25.00	$2,500.00	n/a
CURBS - PAINT						
40	Paint Removal	LF	100	$15.00	$1,500.00	n/a
41	Paint Curb	LF	1,000	$1.90	$1,900.00	n/a
				TOTAL COST	$65,787.00	

MAINTENANCE AGREEMENT
Providing Payment of Prevailing Wages

(City of South Pasadena / Superior Pavement Markings, LLC)

1. IDENTIFICATION

This MAINTENANCE AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and **Superior Pavement Markings, LLC** ("Contractor").

2. RECITALS

2.1. City has determined that it requires the following recurring maintenance services from a contractor: **On-Call Citywide Striping, Pavement Markings and Curb Painting Services**

2.2. Contractor represents that it is fully qualified to perform such maintenance services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such maintenance services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

3.1. "Scope of Services": Such maintenance services as are set forth in the attached scope of work attached hereto as **Exhibit A** and incorporated herein by this reference.

3.2. "Agreement Administrator": The Agreement Administrator for this project is Julian Lee, Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Contractor

3.3. "Cost of Services": see **Exhibit B**.

3.4. "Maximum Amount": The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement shall be

determined by the adopted annual budget for these services and as determined by the Public Works Director.

3.5. "Commencement Date": January 22, 2026

3.6. "Termination Date": This Agreement shall termination on June 30, 2029 ("Initial Term"), unless terminated or extended by the City as set forth herein.

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 15 ("Termination") below.

5. CONTRACTOR'S DUTIES

5.1. **Services**. Contractor shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

5.2. **Coordination with City**. In performing services under this Agreement, Contractor shall coordinate all contact with City through its Agreement Administrator.

5.3. **Budgetary Notification**. Contractor shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Contractor shall concurrently inform the Agreement Administrator, in writing, of Contractor'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.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.

5.5. **Professional Standards.** Contractor shall perform all work to the highest standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of 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. Appropriate Personnel. Contractor 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 Contractor or under its supervision or by subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. [Name of Project Manager] shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.

5.7. Prevailing Wages. This Agreement is subject to the prevailing wage law as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.

5.8. Permits and Approvals. Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Contractor's performance of this Agreement including, but not limited to, professional licenses and permits.

5.9. Notification of Organizational Changes. Contractor shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Contractor's firm or of any subcontractor. Change of ownership or control of Contractor's firm may require an amendment to this Agreement.

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

6.1. General Prohibition On Assignment. This Agreement covers services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

6.2. **Contractor Responsible.** Contractor shall be responsible to City for all services to be performed under this Agreement.

6.3. **Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the services described in the Scope of Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to the services described in the Scope of Services. Contractor is obligated to ensure that any and all subcontractors performing any services under this Agreement shall be fully insured in all respects and to the same extent as set forth under Section 13 (Insurance), to City's satisfaction.

6.4. **Compensation for Subcontractors.** Contractor 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 Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, the Maximum Amount in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7.2. **Invoices.** Contractor 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. Contractor shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.

Invoices shall be submitted electronically to PWAP@southpasadenaca.gov

7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor 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 Contractor.

8. LABOR CODE

8.1. **Prevailing Wage Law.** Prevailing Wage Law. This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 et seq., and Labor Code Section 1770 et seq., as well as Code of Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.

8.2. **Payment of Prevailing Wages.** Contractor shall pay the prevailing wage rates for all work performed under this 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.

8.3. **Forfeiture.** Contractor shall forfeit as a penalty to City Two Hundred Dollars ($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 this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, 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 shall be paid to each worker by Contractor.

8.4. **Apprentices.** Contractor shall comply with the provisions of Labor Code 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code 1777.5.

8.5. **Payroll Records.** Pursuant to Labor Code 1776, Contractor and any subcontractor(s) 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 Contractor 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 Labor Code 1815 for any work performed by his or her employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code 1776.

8.6. 8-Hour Work Day. This Agreement is subject to 8-hour work day and wage and hour penalty laws, including, but not limited to, Labor Code 1810 and Labor Code 1813. Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to 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 City $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(s) 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.

8.7. Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code 1771 and Labor Code 1725.5 requiring registration with the Department of Industrial Relations (DIR).

9. OWNERSHIP OF WRITTEN PRODUCTS

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 City without restriction or limitation upon its use or dissemination by City except as provided by law. 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.

10. RELATIONSHIP OF PARTIES

10.1. General. Contractor is, and shall at all times remain as to City, a wholly independent contractor.

10.2. No Agent Authority. Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor 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 Contractor or its employees look to the City as an employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees

Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such a determination. Contractor 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 Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor 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, "Contractor" shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.

11.2. Contractor to Indemnify City. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Contractor's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor 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. Contractor shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

11.4. Attorneys Fees. Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Contractor shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

11.5. Defense Deposit. The City may request a deposit for defense costs from Contractor with respect to a claim. If the City requests a defense deposit, Contractor shall provide it within 15 days of the request.

11.6. Waiver of Statutory Immunity. The obligations of Contractor under this Section 12 are not 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 City.

11.7. Indemnification by Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 12 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor's behalf.

11.8. Insurance Not a Substitute. City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Contractor'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. Contractor shall maintain insurance as described in this section and shall require all of its subcontractors, Contractors, 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.

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 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: **On-Call Citywide Striping, Pavement Markings and Curb Painting 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 required 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,

$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 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. 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.

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

12.7. 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.

12.8. 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.

12.9. 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.

12.10. 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: Risk Management, 1414 Mission Street, South Pasadena, CA 91030**.

12.11. 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.

12.12. 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.

12.13. 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.

12.14. Premium Payments and Deductibles. Contractor must disclose all deductables 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 are subject to City's approval.

12.15. 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.

13. MUTUAL COOPERATION

13.1. City Cooperation in Performance. City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Contractor's services under this Agreement.

13.2. Contractor Cooperation in Defense of Claims. If any claim or action is brought against City relating to Contractor's performance in connection with this Agreement, Contractor 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 Contractor'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:

Julian Lee,
City of South Pasadena
Public Works Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

If to Contractor:

[Name]
[Address]
[Address]
Telephone:
Facsimile:

With courtesy copy to:

Roxanne Diaz, Esq.
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

Invoices shall be submitted electronically to PWAP@southpasadenaca.gov

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.10 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), paragraph 12.7 (Claims-Made Policies), paragraph 13.2 (Contractor 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 Contractor. Contractor 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. Contractor Termination. Contractor may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

16.3. Compensation Following Termination. Upon termination, Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor 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 Contractor'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 Contractor 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 Contractor.

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.
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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 Contractor for performance of this Agreement are deemed confidential and Contractor 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. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor 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. Contractor 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 Contractor.

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. Contractor 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. Contractor 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 Contractor unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Contractor 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. Contractor shall not be liable for any failure to perform if Contractor 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 Contractor.

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, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.

18.12. Venue. The venue for any litigation shall be Los Angeles County, California and Contractor 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"	"Contractor"
City of South Pasadena	Superior Pavement Markings, LLC.
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

By:_____
Nikima S. Newsome, Chief City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

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 contract 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 City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

Date:_____

_____
Signature

_____
Printed Name

_____
Title

EXHIBIT A: SCOPE OF SERVICES

The Contractor shall perform on-call basis citywide painting existing striping and pavement markings, replacing raised pavement markers, and painting curbs within the City's public right-of-way. The City maintains approximately 68 miles of paved roadways and 130 linear miles of curbs on public streets. The
work to be done shall consist of all required labor, materials, equipment, parts, supplies, and permits necessary for the construction of the following improvements:

Removals
Remove existing traffic striping and painted pavement markings within the project limits, including lane lines, symbols, legends, curb markings, and associated paint. Removal shall be performed using approved methods (e.g., grinding or water blasting) that effectively eliminate visible markings without damaging the underlying pavement. Dispose of all removed materials in accordance with applicable regulations and leave the pavement surface clean, uniform, and ready for new striping or final use.

Traffic Striping
Provide and apply new traffic striping and pavement markings within the project limits in accordance with approved plans and specifications. Work shall include surface preparation, layout, and installation of lane lines, symbols, legends, words, numerals, cross walks, arrows, curb markings, and all associated materials using approved traffic paint or thermoplastic. Striping shall be applied to proper alignment, dimensions, color, and thickness, include required reflective elements, and be protected until fully cured and ready for use.

Raised pavement markers
Furnish and install raised pavement markers within the project limits in accordance with the approved plans and applicable standards. Work shall include surface cleaning and preparation, layout verification, placement, and secure bonding of markers using approved epoxy or adhesive. Raised pavement markers shall be installed at the specified spacing, alignment, and color, and shall be protected from traffic until the adhesive has fully cured and the markers are ready for service.

Parking Lots and Curbs
Provide all labor, materials, and equipment necessary to paint and stripe parking lots and curbs within the project limits in accordance with the approved plans and applicable standards. Work shall include surface cleaning and preparation; layout of parking stalls, drive aisles, fire lanes, loading zones, accessible parking spaces, and directional markings; and application of pavement striping, symbols, and legends. Curb painting shall include red, yellow, white, blue, or other designated colors, applied to specified curb lengths and locations. All striping and paint shall be

applied to proper dimensions, alignment, color, and thickness, include required reflective elements where specified, and be protected until fully cured and ready for use.

EXHIBIT B: COST OF SERVICES

Item No	Description	Unit	Estimated Quantity	Unit Cost	Cost	Multiplier for Thermo-plastic
1	Mobilization	EA	6	$ 5,000.00	$30,000.00	n/a
2	Paint / Thermoplastic Removal	SF	400	$ 5.40	$ 2,160.00	n/a
TRAFFIC STRIPING - PAINT						
3	Detail 1 (6” Yellow Skip)	LF	1,300	$ 0.24	$ 312.00	3
4	Detail 8 (6” White Skip)	LF	1,300	$ 0.18	$ 234.00	3
5	Detail 1 (4” Yellow Skip)	LF	10,400	$ 0.22	$ 2,288.00	3
6	Detail 8 (4” White Skip)	LF	10,400	$ 0.16	$ 1,664.00	3
7	4” White or Yellow Solid Line	LF	4,000	$ 0.25	$ 1,000.00	3
8	6” White or Yellow Solid Line	LF	4,000	$ 0.30	$ 1,200.00	3
9	Detail 21 (4” Double Yellow)	LF	2,000	$ 0.52	$ 1,040.00	3
10	Detail 21 (6” Double Yellow)	LF	400	$ 0.62	$ 248.00	3
11	Detail 24 (6” Yellow Edge Line)	LF	600	$ 0.30	$ 180.00	3
12	Detail 27B (6” White Edge Line)	LF	1,300	$ 0.30	$ 390.00	3
13	Detail 31 (6” 2-Way Double Left)	LF	500	$ 0.60	$ 300.00	3
14	Detail 37B (8” Lane Drop)	LF	400	$ 0.65	$ 260.00	3
15	Detail 39 (6” White Bike Lane)	LF	5,200	$ 0.30	$ 1,560.00	3
16	Detail 39A (6” Bike Lane Through Intersection)	LF	400	$ 0.30	$ 120.00	3
17	Detail 40 (6” White through Intersection)	LF	200	$ 0.58	$ 116.00	3
18	Detail 41 (4” or 6” Yellow through Intersection)	LF	400	$ 0.64	$ 256.00	3
19	12” White Limit Line	LF	800	$ 2.10	$ 1,680.00	2.5
20	12” Chevrons	LF	100	$ 2.10	$ 210.00	2.5
21	Yield Line	LF	500	$ 4.80	$ 2,400.00	2.5
WORDS AND NUMERALS-PAINT						
22	Words	EA	20	$ 75.00	$ 1,500.00	4
23	Numerals	EA	50	$ 37.50	$ 1,875.00	4

ARROWS - PAINT						
24	Arrow, Type I thru VIII	EA	60	$ 75.00	$ 4,500.00	1.75
25	Arrow, Type FH I thru V	EA	16	$ 75.00	$ 1,200.00	1.75
26	Arrow, Bike Lane	EA	10	$ 32.00	$ 320.00	1.75
SYMBOLS-PAINT						
27	Railroad Crossing	EA	10	$ 88.00	$ 880.00	n/a
28	Bike Lane with Person	EA	30	$ 62.00	$ 1,860.00	n/a
29	Bicycle Loop Detector	EA	10	$ 53.00	$ 530.00	n/a
30	Shared Roadway Bicycle	EA	30	$ 62.00	$ 1,860.00	n/a
31	International Symbol of Accessible Marking	EA	10	$ 105.00	$ 1,050.00	n/a
32	Green Paint	SF	100	$ 4.10	$ 410.00	n/a
CROSSWALKS-PAINT						
33	Crosswalk – Ladder, White or Yellow	SF	1,800	$ 2.60	$ 4,680.00	1.75
RAISED PAVEMENT MARKERS						
34	Ceramic Non-reflective	EA	300	$ 5.20	$ 1,560.00	n/a
35	Reflective, Types C and D	EA	300	$ 7.05	$ 2,115.00	n/a
36	Reflective, Types G, H and R	EA	300	$ 7.05	$ 2,115.00	n/a
37	Raised Pavement Markers Removals	EA	200	$ 1.25	$ 250.00	n/a
PARKING LOTS						
38	4” Line	LF	1,250	$ 0.83	$ 1,037.50	n/a
39	4” ‘T’ or ‘L’ Parking Space Separator	EA	100	$ 18.00	$ 1,800.00	n/a
CURBS - PAINT						
40	Paint Removal	LF	100	$ 25.00	$ 2,500.00	n/a
41	Paint Curb	LF	1,000	$ 2.27	$ 2,270.00	n/a
				TOTAL COST	$81,930.50	

City Council Agenda Report

ITEM NO. 15

DATE: January 21, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Julian Lee, Public Works Director
Michael Vartanians, City Engineer
Michael Lau, Public Works Project Manager

SUBJECT: **CONSIDERATION OF SELECTION OF PBK ARCHITECTS, FOR FACILITY DESIGN ENGINEERING SERVICES RELATED TO THE POLICE DEPARTMENT LOCKER ROOM REMODEL PROJECT, APPROVAL OF A MASTER SERVICE AGREEMENT, APPROVAL OF TASK ORDER NOT-TO-EXCEED AMOUNT OF $159,000 AND APPROVAL OF A BUDGET RESOLUTION APPROPRIATING ASSET SEIZURE FUNDS FOR THE PROJECT**

Recommendation

It is recommended that the City Council:

1. Approve the selection of PBK Architects to provide facility design engineering services related to the Police Department Locker Room Remodel Project;
2. Approve a Master Service Agreement with PBK Architects in the final form approved by the City Attorney (Attachment 1);
3. Approve a task order for the Police Department Locker Room Remodel Project, authorize the City Manager to execute the task order in the final form approved by the City Attorney for an amount not-to-exceed $159,000 ($145,000 + 10% contingency) (Attachment 2).
4. Adopt Resolution No. xxxx appropriating $159,000 in Asset Seizure Funds to cover the cost of the project.

Executive Summary

The City's 2025-2030 Capital Improvement Program (CIP) details multiple facilities improvement projects and includes the Police Department Locker Room Remodel Project (Project). This item proposes the approval of the selection of PBK Architects as the firm to provide facility design engineering services for the Project and authorizes the City Manager to execute a Master Service Agreement (MSA) (Attachment 1) and Task Order (Attachment 2) with PBK Architects.

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 facilities. City Council recently received a presentation from the Public Works Department outlining the Fiscal Years (FY) 2025-2026 CIP budget.

PBK Architects responded to the FY 2022-2023 Request for Qualifications (RFQ) for Public Works On-Call Professional Services which expired on June 30, 2025. While PBK did not render any services under this RFQ, staff was coordinating with them prior to the On-Call expiration and received a proposal for the Project. The On-Call allows for two extensions of one year each.

Analysis
The Police Department Locker Room Remodel Project will update and modernize the men's and women's locker rooms, which have not been renovated in over 20 years. The project will include an evaluation and upgrade of mechanical, electrical, plumbing, and other building systems to improve functionality, usability, and overall working conditions for Police Department staff.

PBK Architects scored highly on evaluation of submissions for the FY 2022-2023 RFQ for facility design engineering services and has ample experience with tenant improvement projects. For those reasons, staff was coordinating with PBK and had received an initial proposal for the Project prior to the expiration of the On-Call. Staff is recommending approving a MSA with PBK through the end of FY 2026-2027 and a Task Order for the Project in an amount not-to-exceed $159,000.

Fiscal Impact
The total cost for this task order requires a budget of $159,000. This project may be funded using available Asset Seizure Funds. Adopting the proposed resolution will appropriate the funding necessary to complete this project.

Key Performance Indicators and Strategic Plan
This item is related to facilities improvements and is associated with a Council Priority 2 (Infrastructure).

Commission Review and Recommendation
This item was not reviewed by a City Commission.

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
The proposed action is not a project within the meaning of the California Environmental Quality Act Guidelines, Section 21065 as it does not cause a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Attachment:
Attachment No. 1 PBK On-Call MSA Contract 2025-227 Master PSA TBD PBK-PW On-Call
Attachment No 2. Contract_2025-227-001_-Task_Order_1_PBK_PBK-Police_Locker_Room

MASTER ON-CALL PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena /PBK Architects, Inc.)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and **PBK Architects, Inc.** ("Consultant").

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant:
-Facility Design Engineering 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": Such professional services as are set forth in Exhibit A. Specific scope of work for specific project assignments shall be identified through executed Task Orders, which shall incorporate by reference the terms of this Master Agreement.

3.2. "Agreement Administrator": The Agreement Administrator for this project is **Julian Lee, Publics Works Director**. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.4. "Design Professional": A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 et seq., (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 et seq., (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 et seq., or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 et seq.

3.5. "Commencement Date": **January 22, 2026**.

3.6. "Termination Date": **June 30, 2027**.

4. TERM

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

5. IDENTIFICATION OF PROJECTS

5.1. When City determines a need exists for any of the services specified in Exhibit A to this Agreement, City and Consultant may execute a "Task Order" detailing the specific services needed, the applicable fees therefor in accordance with Exhibit B to this Agreement, and the time for completion of such services by Consultant. Each Task Order shall incorporate by reference the terms of this Agreement and shall be sequentially-identified. Consultant shall only perform services under this Agreement and be paid for work performed pursuant to a Task Order approved and executed by the City.

6. CONSULTANT'S DUTIES

6.1. **Services**. Consultant shall perform the services identified in the Task Order. City shall have the right to request, in writing, changes to the Task Order. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to the Task Order or this Agreement.

6.2. **Coordination with City**. In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.

6.3. **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.

6.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

6.5. **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.).

6.6. **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.

6.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Task Order. 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. **Gilbert Baez** 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.

6.8. **Substitution of Personnel.** Any persons named in the proposal or Task Order 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.

6.9. **Unauthorized Delay.** Consultant shall complete all services associated with the Task Order within the time period specified therein, or within seven (7) work days after execution thereof if no time is specified, as directed by the Agreement Administrator.

6.10. **Unforeseeable Delay.** Consultant shall not be deemed in breach of this Agreement or any Task Order, and no forfeiture due to delay shall be made, because of any delays in the completion of a Task Order due to unforeseeable causes beyond the control and

without the fault or negligence of Consultant provided Consultant requests from the Agreement Administrator an extension of time in writing. Unforeseeable causes of delay beyond the control of Consultant shall include acts of God, acts of a public enemy, acts of the government, acts of City, or acts of another consultant or contractor in the performance of a contract with City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of sub-consultants due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or negligence of Consultant or its agents, servants, employees, officers, sub-consultants, directors, or of any party contracting to perform part of all of the Scope of Services or to supply any equipment or materials shall not be unforeseeable delays. Unforeseeable delays (those beyond Consultant's control) shall not entitle Consultant to any additional compensation beyond the Maximum Amount. The sole recourse of Consultant shall be to seek an extension of time from the Agreement Administrator.

6.11. **Defective Work.** All work which is defective in its construction or deficient in any of the requirements set by City Reference Specifications shall be remedied or replaced by Consultant in an acceptable manner at its own expense. Defective work shall not entitle Consultant to any additional compensation beyond the Maximum Amount.

6.12. **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.

6.13. **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 sub-consultant. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

6.14. **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 -ject 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.

7. SUBCONTRACTING

7.1. **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.

7.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.

7.3. **Subcontracting.** Consultant shall not subcontract any portion of the performance contemplated and provided for herein including any Task Order unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Consultant shall supervise all work subcontracted by Consultant in performing the Services and shall be responsible for all work performed by a sub-consultant as if Consultant itself had performed such work. The subcontracting of any work shall not relieve Consultant from any of its obligations under this Agreement with respect to any Task Order. Consultant is obligated to ensure that any and all sub-consultants performing any services shall be fully insured in all respects and to the same extent as set forth under Section 13, to City's satisfaction.

7.4. **Identification in Fee Schedule.** All sub-consultants shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

7.5. **Compensation for Sub-consultants.** City shall pay Consultant for work performed by its sub-consultants, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all sub-consultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any sub-consultants.

8. COMPENSATION

8.1. **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 stated in the specific Task Order issued for performance of work. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing in the Task Order. Task Orders over $25,000 shall not be effective unless approved by the City Council.

8.2. **Retention.** City may retain up to 5% of each payment until project completion. Consultant 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. At the request and expense of Consultant, securities equivalent to the amount withheld shall be deposited with City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to City. Upon satisfactory completion of this Agreement, the securities shall be returned to Consultant.

8.3. **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.

Invoices shall be submitted electronically to PWAP@southpasadenaca.gov

8.4. **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.

8.5. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

8.6. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Task Order unless prior written approval is given by the City on a time-and-materials basis pursuant to a new or amended Task Order. Consultant shall not undertake any such work without prior written approval of the City. A new or amended Task Order shall be in accordance with the fees identified in Exhibit B to this Agreement.

8.7. **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.

8.8. **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.

9. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and

"maintenance" projects. Consultant shall defend, indemnify, and hold the City, tis elected officials, officers, employees, and agents free and harmless form any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

10. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as "written products") 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.

11. RELATIONSHIP OF PARTIES

11.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.

11.2. **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.

11.3. **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.

11.4. **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 subcontractor, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

12. INDEMNIFICATION

12.1. **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or sub-consultants, or anyone directly or indirectly employed by either Consultant or its sub-consultants, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.

12.2. **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

12.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

12.4. **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

12.5. **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.

12.6. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.

12.7. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.

12.8. **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12.9. **Civil Code.** For Design Professionals, the parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section 12 complies therewith.

13. INSURANCE

13.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, sub-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.

13.2. **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 reference to the scope of work and this Master Agreement.
- 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.

13.3. **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 City as 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.

13.4. **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.

13.5. **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.

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

13.7. P**rofessional Liability Insurance or Errors & Omissions Coverage.** If the Consultant is performing any surveying, engineering, architectural, or other design work for the project, Consultant shall provide proof of Professional Liability insurance in the amounts described above. The deductible or self-insured retention may not exceed $50,000, unless written approval is granted by the City for another amount. 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.

13.8. **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.

13.9. **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.

13.10. **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.

13.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Risk Management, 1414 Mission Street, South Pasadena, CA 91030. Phone: (626) 403-7230.

13.12. **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.

13.13. **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.

13.14. **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.

13.15. **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.

13.16. **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.

14. MUTUAL COOPERATION

14.1. **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.

14.2. **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.

15. 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

Julian Lee
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

If to Consultant

Gilbert Baez
PBK Architects, Inc.
8163 Rochester Avenue
Rancho Cucamonga, CA 91730
Telephone: (940) 123-4567

With courtesy copy to:

Roxanne Diaz, Esq.
South Pasadena City Attorney
Richards, Watson & Gershon
350 South Grand Avenue, 37th Floor
Los Angeles, California 90071
Telephone: (213) 626-8484
Facsimile: (213) 626-0078

Invoices shall be submitted electronically to PWAP@southpasadenaca.gov

16. 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.

17. TERMINATION

17.1. **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.

17.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

17.3. **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.

17.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

18. INTERPRETATION OF AGREEMENT

18.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

18.2. **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.

18.3. **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.

18.4. **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).

18.5. **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.

18.6. **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.

19. GENERAL PROVISIONS

19.1. **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.

19.2. **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 sub-consultant 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.

19.3. **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.

19.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.

19.5. **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.

19.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.

19.7. **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.

19.8. **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.

19.9. **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.

19.10. **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.

19.11. **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.

19.12. **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"	"Consultant"
City of South Pasadena	**PBK Architects, Inc**
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

By:_____
Nikima Newsome, City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

EXHIBIT A

"Scope of Services"

Consultant: **PBK Architects, Inc.**

Sub-Consultant: -

Scope:

Facility Design Engineering Services

a. Perform mechanical, electrical, plumbing, and architectural engineering design services signed and stamped by a qualified registered Professional Engineer, including design for repair, remodeling, or upgrading City's facilities such as Library, Senior Center, Police Station, Fire Station, Recreation/Community Service Buildings, Corporate Yards, City Hall, Parks, or other facilities per City request in compliance with current applicable building codes:
    i. Mechanical engineering design services include HVAC system, heating, cooling, ventilation, smoke control and exhaust system.
    ii. Electrical engineering design services include solar power, power supplies, distribution, conduit/wiring, back-up generators, batteries, electric vehicle chargers, switches, transformers, appliances, lighting, fire alarms, signal systems, arc flash studies, electrical calculations for short circuits, voltage drop, etc.
    iii. Plumbing engineering design services include hot and cold water systems, water heaters, fire suppression systems, and wastewater systems.
    iv. Architectural engineering design services include the comprehensive evaluation of structural, electrical, mechanical, lighting, acoustics and fire protection systems, including, site constraints and development requirements, design and planning considerations, concept solution, project budget, project schedule, and delivery constraints for interior building modifications and existing building rehabilitation.
b. Design services include: performing concept and feasibility studies of project alternatives; preparing preliminary design reports; preparing plans, specifications, estimates (opinions of construction cost) and other design related documents; providing drafting and computer aided drafting support; preparing and processing permit applications for building, various regulatory, and environmental permits.; performing record drawing, utility, or other searches; performing field investigations; performing engineering design services; reviewing and recommending award of construction contracts; utility coordination; providing design services during construction, including periodic site visits, review of shop drawings, and preparing responses to contractor's requests for information (RFIs), preparing record ("as built") drawings; and attending project or coordination meetings as necessary.

EXHIBIT B

PBK Architects, Inc.
Billing Rates

Attachment 'A'
California
Effective June 1,2025 - May 31, 2027

Architecture	Senior Principal	$ 400.00
	Principal/Client Executive/Director (President/VP)	$ 350.00
	Senior Project Manager/Director	$ 310.00
	Project Manager	$ 300.00
	Senior Project Architect	$ 275.00
	Project Architect	$ 260.00
	Construction Services Manager	$ 250.00
	Construction Services Coordinator/Construction Administrator	$ 200.00
	Production Staff (Job Captain, Asst. PM, Project Coord., Design Coord., Associates, Tech. Designer)	$ 180.00
	Draftsman	$ 180.00
	Interior Designer	$ 170.00
	Designer	$ 130.00
	Administrative	$ 120.00

EXHIBIT C

TASK ORDER NO. [NUMBER]

TO MASTER PROFESSIONAL SERVICES AGREEMENT (2022-###)

This Task Order No. **[###]** ("Task Order") is made and entered into by and between the City of South Pasadena, a municipal corporation ("City"), and [Consultant] ("Consultant").

RECITAL

A. City and Consultant entered into an agreement entitled Master On-Call Professional Services Agreement ("Agreement") dated **[DATE]** by which the Consultant agreed to perform **[SERVICE DESCRIPTION]** services in accordance with Task Orders issued by the City.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **INCORPORATION BY REFERENCE.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Agreement.

2. **SCOPE OF TASK ORDER.** Consultant shall perform the following services in accordance with the terms and conditions of the Agreement:
   [INSERT DESCRIPTION OF SPECIFIC WORK HERE OR INCLUDE ATTACHMENT TO TASK ORDER]

3. **TASK ORDER ADMINISTRATOR.** Consultant shall designate a principal point of contact for this task order:
   [INSERT NAME AND CONTACT INFORMATION OF CONSULTANT TASK ORDER ADMINISTRATOR]

4. **SCHEDULE.** Consultant shall complete the Task Order by the date listed below, or, if specified, in accordance with the required schedule of milestones listed below:
   [INSERT COMPLETION DATE OR SCHEDULE OF MILESTONES AS ATTACHMENT]

5. **PAYMENT.** For services performed by Consultant in accordance with this Task Order, City will compensate Consultant in accordance with the terms and conditions of the Agreement based on the Fee Schedule set forth below. The total cost of this project is to be no more than **[MAXIMUM AMOUNT]**, based on the rates in the Fee Schedule set forth below, and the timing of such payment as stated in the Scope of Task Order.

6. **SIGNATURES.** The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the Consultant and the City.

IN WITNESS WHEREOF, the City and Consultant do hereby agree to the full performance of the terms set forth herein.

"City"
City of South Pasadena

By:_____
Signature

Printed:_____

Title:_____

Date:_____

"Consultant"
[COMPANY]

By:_____
Signature

Printed:_____

Title:_____

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

TASK ORDER NO. [1]

TO MASTER PROFESSIONAL SERVICES AGREEMENT (2025-227)

This Task Order No. **[1]** ("Task Order") is made and entered into by and between the City of South Pasadena, a municipal corporation ("City"), and PBK Architects, Inc. ("Consultant").

RECITAL

A. City and Consultant entered into an agreement entitled Master On-Call Professional Services Agreement ("Agreement") dated **[January 22, 2026]** by which the Consultant agreed to perform **Facility Design Engineering Services** in accordance with Task Orders issued by the City.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **INCORPORATION BY REFERENCE.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Agreement.

2. **SCOPE OF TASK ORDER.** Consultant shall perform the following services in accordance with the terms and conditions of the Agreement:

   Renovation of South Pasadena Police Station – Men and Women's Locker Rooms.

   The city is seeking to remodel and update the police station locker rooms; including the shower and toilet areas. The Consultant shall provide the following scope of work for this project:

   Architecture
   - Schematic through Construction Documents phase services
   - Submit to City approving agencies for approval
   - Assist with Bid phase
   - Provide construction administration phase
   - Punch walk and closeout services

   Structural
   - Provide structural engineering and calculations

   Mechanical
   - Consultant shall replace existing exhaust fans and update air distribution

   Electrical
   - Electrical design for new HVAC equipment
   - Connection to the existing panel boards

   Plumbing
   - Consultant shall provide new shower/fixtures for new locker room toilets
   - Consultant shall provide (2) new bottle filling stations

   Fire Alarm System
   - Consultant shall provide new heat and smoke detectors and integrate into existing fire alarm system

The Consultant shall provide architectural / Engineering services for the above-mentioned scope of work items. Consultant shall provide Schematic / Design Development and provide Construction Documents through Bid/Award and Construction Administration phase.

3. **TASK ORDER ADMINISTRATOR.** Consultant shall designate a principal point of contact for this task order:

   Gilbert Baez
   Managing Senior Principal
   PBK Architects, Inc.
   8163 Rochester Avenue
   Rancho Cucamonga, CA 91730
   (940) 123-4567
   Gilbert.baez@pbk.com

4. **SCHEDULE.** Consultant shall complete the Task Order by the date listed below, or, if specified, in accordance with the required schedule of milestones listed below:

   Schematic

Task	Duration
Schematic Design	**1 Month**
Design Development	**2 Months**
Construction Documents	**3 Months**
Agency Approval	**3 Months**
Bidding/Award	**2 Months**
Construction Admin	**6 Months**
Closeout	**1 Month**

   All scope items listed in this task order shall be completed within 18 months from the execution of this task order. / and upon receiving requested information from the City.

5. **PAYMENT.** For services performed by Consultant in accordance with this Task Order, City will compensate Consultant in accordance with the terms and conditions of the Agreement based on the Fee Schedule set forth below. The total cost of this project is to be no more than **One Hundred Forty-Five Thousand Dollars ($145,000)**, based on the rates in the Fee Schedule set forth below. Payments shall be made on a complete percentage basis, where a completed portion of a task, or the entirety of a completed task, shall be invoiced by the Consultant upon approval by the City, in accordance with the below costs.

   Invoices shall be submitted electronically to PWAP@southpasadenaca.gov

Table 1 of 2: PBK Architects, Inc Tasks and Assigned Personnel with Hourly Rates ($ / hr)							
Task	**Senior Project Manager** **$310.00**	**Senior Project Architect** **$275.00**	**Project Architect** **$260.00**	**Prod. Staff** **$180.00**	**Const. Services Manager** **$250.00**	**Const. Admin.** **$200.00**	**Task Fee**
Schematic Design	$4,650.00	$2,750.00	$2,600.00	-	-	$4,500.00	$14,500.00
Design Development	$ 9,300.00	$2,750.00	$5,200.00	-	-	$4,500.00	$21,750.00
Construction Documents	$2,480.00	$7,700.00	$10,920.00	-	-	$36,900.00	$58,000.00
Agency Approval	$1,550.00	$4,400.00	$1,300.00	-	-	-	$7,250.00
Bidding/ Award	$1,550.00	$4,400.00	$1,300.00	-	-	-	$7,250.00
Construction Admin	$3,100.00	$2,750.00	-	$13,750.00	$9,400.00	-	$29,000.00
Closeout	$1,550.00	-	-	$3,500.00	$2,200.00	-	$7,250.00
Total	$24,180.00	$24,750.00	$21,320.00	$17,250.00	$11,600.00	$45,900.00	**$145,000.00**

6. **SIGNATURES.** The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the Consultant and the City.

IN WITNESS WHEREOF, the City and Consultant do hereby agree to the full performance of the terms set forth herein.

"City" City of South Pasadena	"Consultant" **PBK Architects, Inc.**
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

By:_____
Mark Perez, Acting Chief City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

City Council Agenda Report

ITEM NO. 16

DATE: January 21, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Erika Ramirez, Community Development Director

SUBJECT: **CONSIDERATION OF REQUEST FOR WAIVER OF PERMITTING FEES ASSOCIATED WITH THE CROWELL FAMILY YMCA RENOVATION PROJECT**

Recommendation

It is recommended that the City Council approve the waiver of permitting fees in the estimated amount of $82,890.00 for the Crowell Family YMCA Renovation Project.

Executive Summary

The Crowell Family YMCA, a longstanding nonprofit institution serving South Pasadena and San Marino since 1965, is proposing a $14 million capital improvement project to modernize and expand its facilities. The organization has submitted a formal request for the City to waive permitting and related development fees totaling approximately $165,800.

Staff has reviewed the request and finds that the project meets the criteria for fee waivers traditionally extended to nonprofit organizations offering substantial public benefit. Council action is required to authorize the requested waiver, which would support this generational investment in the health, education, and well-being of the local community.

Background

Established in 1965, the Crowell Family YMCA has served South Pasadena and San Marino for over 60 years. The Crowell Family YMCA is part of the YMCA of Metropolitan Los Angeles, which operates 29 centers across the region.

The project will renovate the 22,000 square foot facility, modernize infrastructure, expand program areas, and ensure ADA compliance. Based on the permit applications, project valuation and resolution of pending dedication, City staff developed a fee estimate of $165,793.80 and provided it to the YMCA.

On December 18, 2025, the Executive Director submitted a formal letter requesting a waiver of $165,793.80 in city permitting and related fees as part of its capital campaign for a comprehensive renovation project. The YMCA qualifies as a 501(c)(3) nonprofit organization and provides substantial community benefits through subsidized programming, financial assistance, and public access to health and wellness programs.

Analysis

South Pasadena Municipal Code Section 36.400.050(B) permits the City Council to waive

application fees upon a finding of "sufficient cause" at its discretion. This report evaluates a request for the waiver of planning and permitting fees associated with the Crowell Family YMCA proposed $14 million facility renovation project.

The YMCA's project includes comprehensive renovations to its aquatics center, fitness facilities and community program spaces, alongside accessible and sustainability upgrades. These improvements are expected to significantly expand community access to childcare, health, wellness, and senior services.

Staff estimated the total cost of permitting and development fees using the standard fee schedule and anticipated valuation. The total estimated fees amount to $165,793.80. These fees include:

- Planning fees
- Plan check and building permits
- Surcharge fees that support the City's technology infrastructure and permitting systems and future General Plan updates
- Fees for third party consultant services that assist the City with plan review and technical inspections.

A full breakdown can be seen in the table below. Please note that while the full project estimate is $14 million dollars, permitting fees were based on a hard cost valuation of $5.5 million and fixtures counts as provided by the applicant.

Table 1
YMCA Estimated Fees

Application/Permit Type	Total Plan Review Fee	City Plan Review Expense	City Plan Review Revenue	Permit Fee	GP Surcharge (15%)	Tech Surcharge (10%)	Total Fees
Planning (dedication)			$2,358	$0	$0	$235.80	$2,593
Building	$55,000	$35,750	$19,250	$80,000	$12,000	$8,000	$155,000
Mechanical	$900	$585	$315	$1,900	$0	$0	$2,800
Electrical	$1,500	$975	$525	$2,000	$0	$0	$3,500
Plumbing	$600	$390	$210	$1,300	$0	$0	$1,900
Grand Total 100% Fees	$58,000	$37,000	$22,658	$85,200	$12,000	$8,235.80	**$165,793.80**
50% Fees							$82,896.90
25% Fees							$41,448.45

Because some of these fees cover direct costs to the City, such as technology infrastructure and contracted services that the City must pay regardless of the applicant's nonprofit status, staff recommends granting up to a 50% fee waiver rather than a full waiver. The table above illustrates a 100% fee waiver, a 50% fee waiver and a 25% fee waiver for reference. Granting a 25% - 50% fee waiver balances support for a vital community partner while ensuring the City recovers essential costs incurred in processing the applications and providing required services.

The Crowell Family YMCA qualifies as a nonprofit under federal and state law and has demonstrated substantial public benefit through its programming and financial assistance. The proposed renovation will enhance public access to critical community services and expand capacity for underserved populations.

Given the organization's status, the scope of community benefit, and the structure of the City's fee schedule, staff finds sufficient cause exists under South Pasadena Municipal Code Section 36.400.050(B) to grant a partial fee waiver. Therefore, staff recommends a 50% reduction of the estimated $165,793.80, resulting in a waiver of approximately $82,896.90, with the remaining amount due to ensure the City recovers its direct costs.

Alternatives
City Council may consider the following alternatives:
1. Not grant a fee waiver;
2. Grant a 100% fee waiver of $165,793.80;
4. Grant a 25% fee waiver of $41,448.45 or
5. Grant an alternative fee waiver up to the total amount.

Fiscal Impact
Approving the request will result in the City foregoing up to approximately $165,000 in permitting and development-related fees. These funds would otherwise offset staff costs related to processing applications, inspections, and reviews.

The work required is not expected to exceed staffing levels already budgeted in the FY 2025–26 Community Development Department budget, and no additional appropriation is needed.

Public Notification
This item was noticed on the City’s website in accordance with standard procedures.

Environmental Analysis
The proposed action—approval of a fee waiver for the Crowell Family YMCA renovation project—is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(4), which excludes the creation of government funding mechanisms or other fiscal activities that do not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment.

Furthermore, the fee waiver does not constitute approval of the physical construction or renovation activities themselves, which will be subject to a separate review under CEQA at the time permits are submitted. Any subsequent development applications associated with the YMCA renovation project will be reviewed for environmental compliance, including determination of exemption or preparation of appropriate environmental documentation, at that stage.

Therefore, no further environmental review is required at this time.

Attachment:
City_of_So._Pasadena_-_Crowell_Family_Y_Capital_Campaign_Request

THE CENTER FOR COMMUNITY WELL-BEING

December 18, 2025

Re: Capital Waiver Request – Crowell Family YMCA Renovation Project

Dear City Manager, Honorable Mayor and Councilmembers,

As the Crowell Family YMCA celebrates its 60th anniversary of service to South Pasadena and San Marino, I am reaching out to share an extraordinary opportunity to shape the next chapter of this vital community institution.

Your long-standing partnership and support of our YMCA has made a profound difference in countless lives. I am grateful and I hope you will consider joining us in this once-in-a-generation transformation that will serve families for decades to come.

A 60-Year Legacy at a Crossroads

Since opening its doors in 1965, the Crowell Family YMCA has been the heart of community life in South Pasadena and San Marino. For six decades, this facility has been where children learned to swim, families built lasting friendships, seniors maintained their independence, and neighbors found connection and support.

Today, the 22,000-square-foot facility faces a critical juncture. While the programs and community bonds remain strong, the physical infrastructure requires comprehensive modernization to continue serving our community safely and effectively. This renovation represents more than building maintenance—it is an investment in the health, well-being, and social fabric of our community for the next 60 years.

Transformational Renovation Scope

Our comprehensive renovation will address critical infrastructure needs while expanding our capacity to serve:

- **Aquatics Center Modernization:** Complete renovation of pool systems, deck surfaces, and mechanical infrastructure to support swim instruction, water therapy, competitive programs, and family recreation
- **Fitness Center Expansion:** Updated cardio and strength equipment, functional training areas, and wellness spaces designed for all ages and abilities
- **Program Space Enhancement:** Flexible community rooms for early learning, youth programs, senior activities, and health education
- **Universal Accessibility:** Full ADA compliance ensuring dignified, independent access for all community members
- **Sustainability Integration:** Energy-efficient HVAC, LED lighting, water conservation systems, and environmentally responsible materials

Measurable Community Impact

This renovation will directly expand our capacity to serve through:

- **Youth Development:** Expanded early learning and childcare serving 150+ additional children annually; enhanced youth sports, swim instruction, and leadership programs reaching 500+ more young people
- **Family Strengthening:** Multigenerational programming spaces where families build healthy habits together, with capacity to serve 300+ additional families each year
- **Active Aging:** Specialized fitness, aquatics, and social programs supporting 200+ additional older adults in maintaining independence and vitality
- **Health Equity:** Scholarship programs ensuring access regardless of ability to pay, with renovated facilities supporting an additional $150,000 annually in financial assistance

Investment Opportunity: $165,000 permitting fee and related cost waiver

Total Project Budget: $14 million for comprehensive facility transformation

Your Investment: We respectfully request your consideration of a waiving of permitting fees and related costs. This level of commitment will inspire additional support and help us towards successful completion.

Why This Investment Matters Now

- **Generational Impact:** Infrastructure investments like this serve communities for 30-50 years, multiplying your impact across multiple generations
- **Strategic Timing:** Construction costs and interest rates make immediate action essential; delaying increases total project cost and postpones community benefits
- **Proven Stewardship:** The YMCA of Metropolitan Los Angeles manages 29 Centers across the region with demonstrated excellence in capital project delivery and fiscal responsibility
- **Mission Alignment:** This project directly advances youth development, healthy living, and social impact—the core values that have guided the YMCA for 175 years

Recognition & Partnership Benefits

A capital gift of this magnitude provides exceptional recognition opportunities:

- **Naming Rights:** Naming opportunities for a locker room and office
- **Permanent Legacy Recognition:** Prominent donor wall and dedication plaque celebrating your transformational gift

Next Steps

I would be honored to visit you and discuss this opportunity in greater detail, accompanied by our Crowell Y Board Chair, Mark Banuelos. I am available to provide additional project documentation, financial projections, or arrange a personal facility tour to see firsthand the community this renovation will serve. Your partnership has been

invaluable to our mission, and I hope you will join us in this defining moment for the Crowell Family YMCA. Together, we can ensure that this community cornerstone continues to strengthen families, develop youth, and foster connection for generations to come.

For additional information or to arrange a conversation, please contact Jason Ramos, Executive Director of the Crowell Family YMCA, at JasonRamos@ymcaLA.org or 213-500-7671.

With deep appreciation,

Jason Ramos
Executive Director

Mark Banuelos
Board of Managers Chair

City Council Agenda Report

ITEM NO. 17

DATE: January 21, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Julian Lee, Public Works Director
Michael Vartanians, City Engineer
Bassam AL-Beitawi, Transportation Program Manager

SUBJECT: **DISCUSSION AND FEEDBACK REGARDING THE ESTABLISHMENT OF A NEIGHBORHOOD TRAFFIC CALMING TOOLBOX**

Recommendation

It is recommended that the City Council discuss and provide staff feedback regarding the establishment of a Neighborhood Traffic Calming Toolbox as part of an updated Neighborhood Traffic Management Plan.

Executive Summary

Traffic calming is the implementation of physical design elements and other strategies to reduce speeding and cut-through vehicle traffic in residential neighborhoods. The Neighborhood Traffic Calming Toolbox Presentation (Attachment No. 1) includes various methods staff could implement within the community to address traffic related issues in accordance with a Neighborhood Traffic Management Plan and Mobility Plan.

Background

The Public Works Department maintains and operates the City's roadway system with a focus on developing a safe, sustainable, and multi-modal network for drivers, pedestrians, and cyclists.

While the Neighborhood Traffic Management Program (NTMP) was initiated in September 2020, it remains unfinished and staff intends to update and finalize the program during the 2026 calendar year. To support this effort, staff proposes including the latest traffic calming toolboxes from the Federal Highway Administration (FHWA) and the Institute of Transportation Engineers (ITE) as technical references for the final NTMP.

Analysis

Traffic calming involves the strategic use of physical design and psychological cues to alter driver behavior. Unlike traditional traffic control (like speed limit signs), which relies on enforcement and voluntary compliance, traffic calming uses the physical environment to "self-enforce" safer speeds and discourage non-local "cut-through" traffic.

The City's toolbox is categorized into levels of intervention, ranging from low-impact markings to permanent structural changes. Staff may implement these according to the specific needs

identified in the Neighborhood Traffic Management Plan (NTMP):

- Horizontal Deflections: These hinder a driver's ability to drive in a straight line, requiring more concentration and lower speeds. Examples include curb extensions (bulb-outs) at intersections, chicanes (series of curves), and traffic circles.
- Vertical Deflections: These use raised surfaces to make speeding uncomfortable for drivers. Examples include speed humps, speed tables (often used at crosswalks), and raised intersections.
- Narrowing Measures: By narrowing the travel lane, drivers naturally slow down. This can be achieved through on-street parking, protected bike lanes, or medians.
- Diversionary Tactics: To reduce cut-through traffic, the City may use diagonal diverters or partial closures that prevent vehicles from using residential side streets as high-speed bypasses for main arterials.

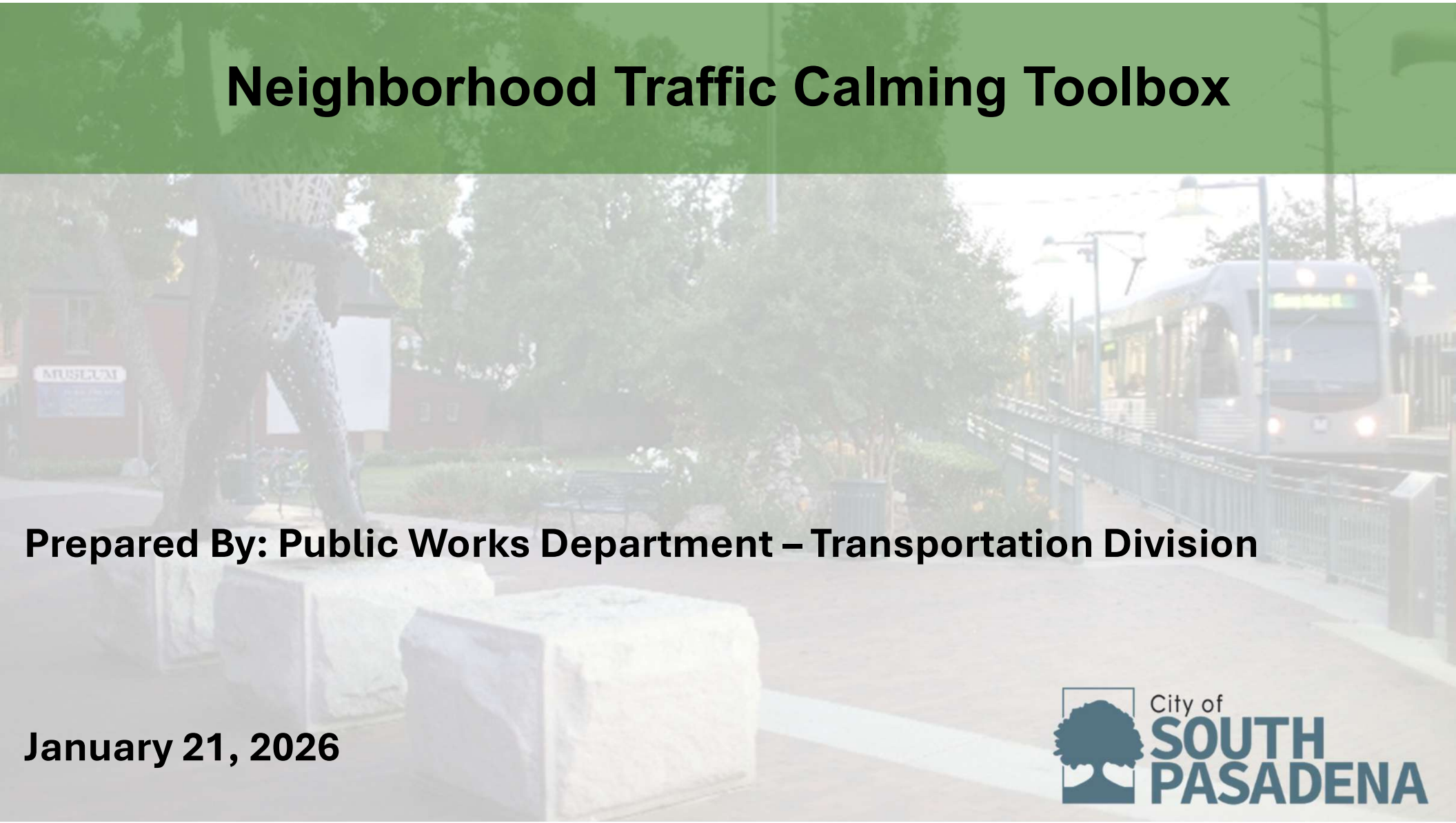
Fiscal Impact
No fiscal impact is associated with this item.

Commission Review and Recommendation
The Public Works Infrastructure Commission reviewed this presentation during their December 10, 2025 meeting. Following a detailed discussion, the Commission provided feedback on the proposed traffic calming measures.

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.

Attachment:
Attachment 1 Neighborhood_Traffic_Calming_Toolbox_Presentation

Neighborhood Traffic Calming Toolbox



Prepared By: Public Works Department – Transportation Division

January 21, 2026

City of SOUTH PASADENA

Neighborhood Traffic Calming Toolbox

Introduction:

The Federal Highway Administration (FHWA) and the Institute of Transportation Engineers (ITE) have collaborated to produce a Traffic Calming ePrimer with a toolbox that includes a variety of traffic calming tools. The ePrimer/Toolbox is the result of several decades of traffic calming experience in the U.S.

Definition and Purpose of Traffic Calming:

FHWA and ITE have defined traffic calming as ***reduction of automobile speeds or volumes, mainly through the use of physical measures***, to improve the quality of life in both residential and commercial areas and increase and efficient movement for all transportation modes including walking and bicycling.

Traffic Calming Measures Included in the Toolbox:

Traffic calming measures are grouped within four categories:

- Horizontal deflection
- Vertical deflection
- Street width reduction
- Routing restriction

Neighborhood Traffic Calming Toolbox

Horizontal deflection hinders the ability of a motorist to drive in a straight line by creating a horizontal shift in the roadway and therefore, forcing motorists to slow the vehicles to comfortably navigate the measure. Horizontal deflection includes:

- Lateral shift
- Chicane
- Realigned intersection
- Traffic circle
- Small modern roundabout and mini-roundabout
- Roundabout



Vertical deflection creates a change in the height of the roadway that forces a motorist to slow down to maintain an acceptable level of comfort. The types of vertical deflections are:

- Speed hump
- Speed cushion
- Speed table
- Raised crosswalk
- Raised intersection



Neighborhood Traffic Calming Toolbox

Street width reduction narrows the width of a travel lane. As a result, a motorist slows the vehicle to maintain an acceptable level of comfort and safety. The types of street width reductions are:

- Corner extension
- Choker
- Median island
- On-street parking
- Road diet



Routing restriction prevents a particular vehicle movements at an intersection and is intended to eliminate some portions of cut-through traffic. The types of routing restrictions :

- Diagonal diverter
- Full closure
- Half closure
- Median barrier
- Forced turn island



Neighborhood Traffic Calming Toolbox

Measures NOT Included in the Toolbox

Why some traffic calming measures are not included in the Toolbox :

- The measure is a standard traffic control measure typically used for improving traffic flow and has a secondary benefit for non-motorist safety.
- The measure produces only a temporary or short-lived benefit.
- The measure requires enforcement.
- The measure has minimal or no measurable effect on vehicle speed or non-motorist safety.

The excluded measures include:

- **Signs** (Stop, Yield, turn prohibition, traffic calmed neighborhood, through traffic prohibition, one-way, speed limit, commercial vehicle restriction, motorist feedback)
- **Pavement markings** (marked crosswalk, pavement color change, narrowed lanes, transverse markings, school zones)
- **Corner radius reduction**
- **Textured pavement and rumble strips**
- **Streetscaping/landscaping**
- **LED flashing rings**

Although the Toolbox focuses on mostly physical measures, non-physical measures can also be an effective part of traffic calming. For example, educational and enforcement efforts have long been used as part of a neighborhood traffic calming program and should continue to be considered as either supplements to self-enforcing physical means or as a precursor to physical measures.

Neighborhood Traffic Calming Toolbox

Toolbox of Individual Traffic Calming Measures:

Three important factors should be taken into consideration when selecting traffic calming measures:

1. **Applicability and Acceptability of Individual Traffic Calming Measures:**
    a. Location – Intersection or Roadway Segment.
    b. Roadway Functional Classification.
    c. Other Attributes of Roadway Function: Emergency Service Access, Presence of a Transit Route, Etc.

2. Cost of Individual Traffic Calming Measures:

The cost of a measure is an important consideration in its evaluation and selection. Key factors to the cost of a traffic calming measure include:

- **Size of the area covered by traffic calming measures.**
- **Project Scale** – Number of measures constructed within the project area (for example, the unit cost per speed hump for a single installation can be significantly higher than for a series of speed humps).
- **Landscaping** – The extent and type of landscaping can have a wide cost range.
- **Drainage** – Some traffic calming measures can influence the drainage of the roadway and improvements would be required to maintain proper roadway drainage.
- **Utility Access Points** – The relocation or redesign of utility access points and lines represent a significant cost.

Neighborhood Traffic Calming Toolbox

3. Temporary Vs. Permanent Installation

It may be appropriate to install a temporary version of a traffic calming measure under certain circumstances. Examples include:

- When there is a need to verify that the traffic calming measure will produce the desired effect (e.g., vehicle speed change, motorist compliance, vehicle maneuverability).
- If sufficient funds are not available for permanent construction of the traffic calming measure.
- When there is a desire to gauge community reaction to, or opinion of, the measure before investment in a permanent feature.
- A short-term initiative needed to provide traffic calming on a street during a major traffic generating event or nearby construction on the highway system.

Neighborhood Traffic Calming Toolbox

Toolbox of Individual Traffic Calming Measures:

Horizontal Deflection	Vertical Deflection	Street Width Reduction	Routing Restrictions
1. Roundabout 2. Small Modern Roundabout and Mini Roundabout 3. Traffic Circle 4. Lateral Shift 5. Chicane 6. Realigned Intersection	7. Speed Humps 8. Speed Cushions 9. Speed Table 10. Raised Intersection	11. Corner Curb Extension/Bulb-Out 12. Choker 13. Median Island 14. Striped Lane Narrowing 15. Road Diet	16. Diagonal Diverter 17. Full Street Closure 18. Partial/Half Street Closure 19. Median Barrier and Forced Turn Island

Neighborhood Traffic Calming Toolbox

Toolbox of Individual Traffic Calming Measures:



1. Roundabout:

A roundabout is an intersection design used as a replacement for signalized intersection or “All-Way” stop-controlled intersection. A full roundabout is typically appropriate only at the intersection of two arterial streets or of an arterial street with a collector street, but not at two intersecting residential streets.

Application	Advantage	Disadvantage	Targeted Goals	Cost
• Intersections. • One or more entering lanes. • Appropriate for intersections with high volumes of large trucks and buses.	• Effectively reduces vehicle speeds. • Reduces collision potential. • Provides better side-street access.	• On-Street Parking removal. • May increase bicycle/automobile conflict • Requires additional right –of-way. • Expensive.	• Reduce vehicle speeds. • Reduce delay at an intersection.	• $300,000 - $2M

Neighborhood Traffic Calming Toolbox

Horizontal Deflection

2. Small Modern Roundabout and Mini Roundabout (Not Traffic Circle):

A small modern roundabout and mini-roundabout are raised islands, placed within an uncontrolled intersection.

The principal difference between a small modern roundabout and a mini-roundabout is the center island. For a **small modern roundabout, the center island is not traversable** and can be landscaped. In contrast, the center island of a mini-roundabout is fully traversable.



Small Modern Roundabout

Mini Roundabout



Application	Advantage	Disadvantage	Targeted Goals	Cost
• Intersections of local and/or collector streets. • One lane each direction entering intersection. • Not appropriate for intersections with high volume of large trucks or buses.	• Effectively reduces vehicle speeds. • Reduces collision potential. • Better side-street access.	• On- Street parking removal. • May increase bicycle/automobile conflicts. • Requires additional right-of-way. • Expensive.	• Reduce vehicle speeds. • Reduce delay at an intersection.	• $50,000 - $150,000.

Neighborhood Traffic Calming Toolbox

Horizontal Deflection

3. Traffic Circle (Not a Roundabout):

A traffic circle is a raised island, placed within an unsignalized intersection. A traffic circle **can have stop signs** or yield signs on the intersection approaches.

The primary benefit of a traffic circle is reduction in the number of angle and turning movement collisions.

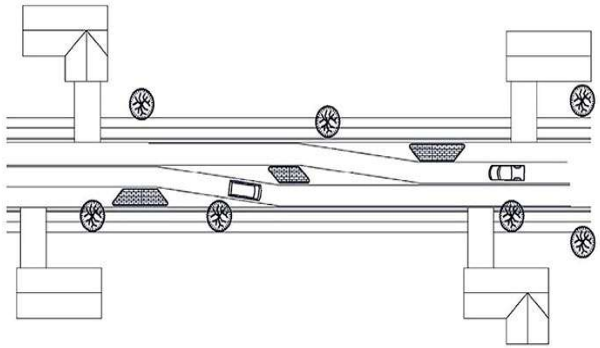


Application	Advantage	Disadvantage	Targeted Goals	Cost
• Intersections of local streets. • One lane each direction entering intersection. • Not appropriate for intersections with high volumes of large trucks/buses	• Effectively reduces vehicular speed • Reduces collision potential	• Could hinder emergency vehicles response time. • Potential Pedestrian - Vehicle conflict.	• Reduce excessive vehicle speeds. • Reduce crash rate.	• $75,000 - $200,000

Neighborhood Traffic Calming Toolbox

4. <u>Lateral Shift:</u>

A lateral shift is a realignment of an otherwise straight street that causes travel lanes to shift in one direction.





Application	Advantage	Disadvantage	Targeted Goals	Cost
• On local, collector, or arterial roadways. • Appropriate for one-way and two-way streets. • Can be applied on streets with bike lanes and bus transit routes.	• Effectively reduces vehicle speeds. • Low impact on emergency vehicles.	• Loss of on-street parking. • Increased maintenance. • May impact driveways. • May be expensive.	• Reduce vehicle speeds.	• $10,000 per 1000 ft. of striping only. • $50,000 per 100 ft. with raised islands.

Neighborhood Traffic Calming Toolbox

Horizontal Deflection

5. <u>Chicane:</u>

A chicane is a series of alternating curves or lane shifts that force a motorist to steer back and forth out of a straight travel path.



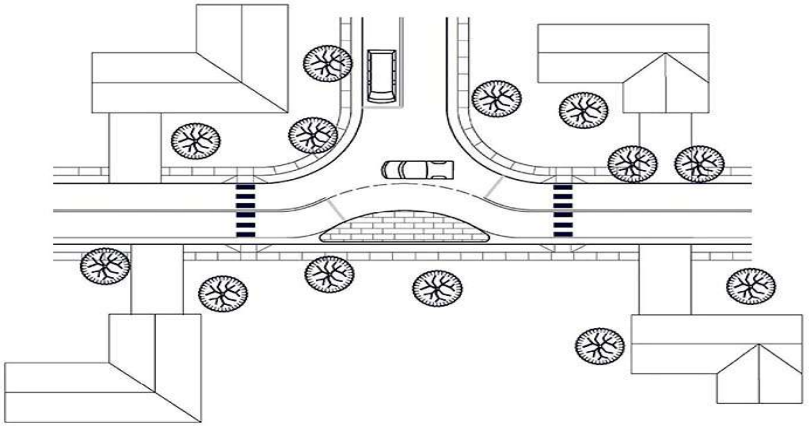


Application	Advantage	Disadvantage	Targeted Goals	Cost
• Mid-block locations. • On low volumes and speed limit of 35 mph or less. • Applicable on one-way and two-way streets.	• Effectively reduces vehicular speed. • Little or no increase in noise levels. • Little or no impact to emergency vehicles and transit bus service.	• Loss of on-street parking at chicane location.	• Reduce vehicle speeds. • Enhance neighborhood identity.	• $8,000 - $25,000

Neighborhood Traffic Calming Toolbox

6. Realigned Intersection:

A realigned intersection is the reconfiguration of an intersection with perpendicular angles to have skewed approaches or travel paths through the intersection. It is commonly used at T-intersections with straight approaches.



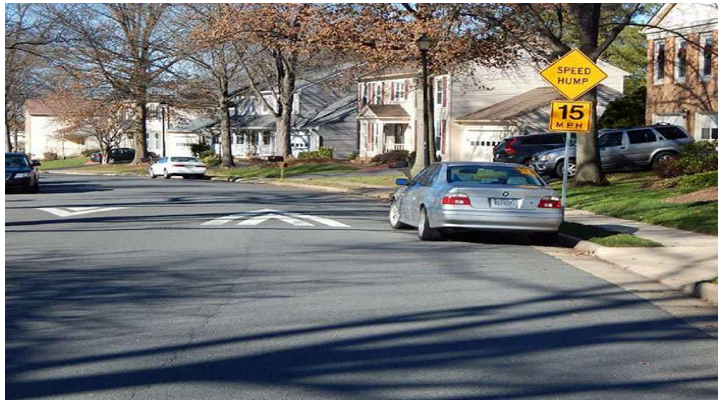
Application	Advantage	Disadvantage	Targeted Goals	Cost
• Collector and local streets. • Most applicable at T-intersections. • Applicable on one-way and two-way roadways.	• Reduces vehicle speeds. • No significant impact on emergency and transit service. • May discourage through traffic.	• Removal of on-street parking. • Increased maintenance. • May divert traffic to other streets.	• Reduce vehicular speed approaching intersection.	• $10,000 - $20,000

Neighborhood Traffic Calming Toolbox

Vertical Deflection

7. Speed Humps:

A speed hump is an elongated mound in the roadway pavement surface extending across the travel way. A speed hump is typically 3 inches in height.



Application	Advantage	Disadvantage	Targeted Goals	Cost
• Residential local and collector streets . • Appropriate for mid-block placement. • Can be used on a one-lane one-way or two-lanes.	• Relatively inexpensive • Easy for bicycles to cross. • Very effective in slowing travel speeds.	• Not appropriate near curves. • Not recommended on streets with grades steeper than 8%. • Not recommended on streets with vehicular volumes greater than 5,000 vehicles per day. • Not recommended on emergency or transit routes. • Relatively noisy.	• Reduce excessive vehicle speeds.	• $9,000 (3 sets of speed hump on a 1,000 ft. long stretch of a street .

Neighborhood Traffic Calming Toolbox

8. Speed Cushions:

Speed cushions consists of two or more raised sections placed laterally across a roadway. The height of the cushion is 3 inches. The primary difference from a speed hump is that the cushion has gaps between the raised areas to enable a vehicle with a wide emergency vehicle, trucks, buses to pass though.



Application	Advantage	Disadvantage	Targeted Goals	Cost
• Local and collector streets. • Mid-block locations only.	• Very effective in reducing speeds. • Can reduce vehicular volumes. • Emergency response vehicle friendly.	• May divert traffic to parallel streets. • Not aesthetically pleasing. • Increases noise in the vicinity of the cushions.	• Reduce excessive vehicle speeds.	• $12,000 for a 3 Sets of rubber cushion (on a 1,000 ft. long stretch of a street), and $18,000 for asphalt cushions.

Neighborhood Traffic Calming Toolbox

Vertical Deflection

9. Speed Table:

Speed table is a raised area placed across the roadway. Like a speed hump, it extends across the travel way. However, **unlike a speed hump**, a speed table has a long flat top (typically, 10 feet) to accommodate the entire wheelbase of most passenger cars.

When a speed table is designated as a crosswalk through the use of striping and signing, it becomes known as a raised crosswalk.

Speed Table





Raised Crosswalk

Application	Advantage	Disadvantage	Targeted Goals	Cost
• Midblock of local and collector streets. • Can be used on a one-way or two-way street.	• Smoother on large vehicles (such as fire trucks) than Speed Humps. • Effective in reducing speeds.	• Questionable aesthetics, if no textured materials are used. • Textured materials, if used, can be expensive. • May increase noise.	• Reduce excessive vehicle speeds.	• $24,000 for sets of 3 speed tables (on a 1,000 long stretch of a street).

Neighborhood Traffic Calming Toolbox

10. Raised Intersection:

A raised intersection is a flat, raised area covering an entire intersection with ramps on all approaches and includes crosswalks. A raised intersection typically rises to sidewalk level.



Application	Advantage	Disadvantage	Targeted Goals	Cost
• Intersections of collector, local, and residential streets. • Can be Installed at signalized or all-way stop controlled intersections with high pedestrian crossing demand.	• Effectively reduces vehicle speeds intersections. • Enhances pedestrian safety.	• Expensive to construct and maintain. • Requires drainage modifications. • Affects emergency vehicle response time.	• Reduce excessive vehicle speeds. • Enhance pedestrian safety.	• $100,000

Neighborhood Traffic Calming Toolbox

11. Corner Curb Extension / Bulb-Out:

A curb extension is a horizontal extension of the sidewalk into the street resulting in a narrower roadway section. This device may be used at either corner or midblock. *A curb extension at an intersection is called a* **corner extension or bulb-out**. *A curb extension located midblock is called a* ***choker***



Corner Extension / Bulb-Out



Choker

Application	Advantage	Disadvantage	Targeted Goals	Cost
• Arterials, collectors, or local streets. • Can be used on one-way and two-way streets. • Installed only on closed-section roads (i.e. curb and gutter).	• Improve pedestrian visibility. • Shorter pedestrian crossing width. • May reduce vehicle speeds. • Opportunity for landscaping	• May require parking removal. • May be problematic for bicyclists. • May create drainage issues. • Impacts large vehicle turns.	• Reduce excessive vehicle speeds. • Improve Pedestrian Safety. • Enhance neighborhood identity.	• **Curb extension:** • **No drainage:** $12,000 per intersection (four corners) • **With drainage:** up to $40,000.

Neighborhood Traffic Calming Toolbox

12. Choker:

When a curb extension is located at a midblock location it is called Choker

A choker can be located at any spacing desired for traffic calming.

A choker may be a good location to place a midblock crosswalk (either level with the roadway or as a raised crosswalk) because it shortens the distance a pedestrian walks on the travel way.

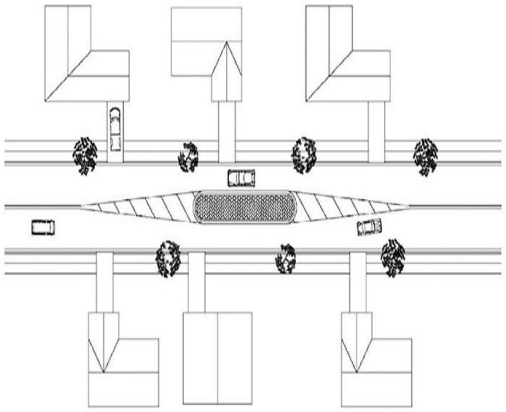


Application	Advantage	Disadvantage	Targeted Goals	Cost
• Can be created by a pair of curb extensions. • Can be located at any spacing desired • Suitable for a mid-block crosswalk. • Appropriate for arterials, collectors, or local streets.	• Encourages lower speeds. • Can result in shorter pedestrian crossing distances if a mid-block crossing is provided.	• May force bicyclists and motor vehicles to share the travel lane. • May require some parking removal. • May require relocation of drainage features and utilities.	• Reduce excessive vehicle speeds. • Enhance neighborhood identity.	• **Choker:** $15, 000 per set. 3-4 sets on a 1,000 ft. street segment.

Neighborhood Traffic Calming Toolbox

13. Median Island:

A median island narrowing is a raised island located along the street centerline that narrows the travel lanes at that location. The visual appearance of narrowed lanes encourages a motorist to slow.





Application	Advantage	Disadvantage	Targeted Goals	Cost
• Arterial, collector, or local roads. • Can often double as a pedestrian/bicycle refuge islands if a cut in the island is provided along a marked crosswalk, or bike facility.	• Reduces vehicle speeds. • Can reduce vehicle conflicts. • Reduces pedestrian crossing width. • Landscaping opportunity.	• May require parking removal. • May reduce driveway access. • May impact emergency vehicles. • May divert traffic to other streets.	• Manage traffic volumes. • Reduce excessive vehicle speeds. • Improve pedestrian and bicyclist safety. • Enhance neighborhood identity.	• $25,000 - $75,000 depending on island width.

Neighborhood Traffic Calming Toolbox

14. Striped On-Street Parking (Lane Narrowing):

Striped lane narrowing can effectively narrow the roadway travel lanes by adding side friction (parking lane delineation) to the traffic flow.



Application	Advantage	Disadvantage	Targeted Goals	Cost
• Acceptable for all roadway functional classifications. • Can combine with curb extensions for protected parking. • Can be used on one-way or two-way streets. • Appropriate along bus transit routes.	• Inexpensive. • Does not require reduction of travel lanes. • Does not physically slow emergency vehicles (or buses).	• Moderate reduction of vehicular speeds. • Requires regular maintenance.	• Reduce excessive vehicle speeds. • Improve pedestrian and bicyclist safety.	• $3,000 (one side) per 1,000 ft. long street segment.

Neighborhood Traffic Calming Toolbox

15. Road Diet:

A road diet is the conversion of an undivided roadway to a cross-section with fewer or narrower through travel lanes. The reduction in the number of lanes permits the inclusion of facilities for other uses, such as bicycle lanes, sidewalks, pedestrian refuge islands, transit uses, and on-street parking.



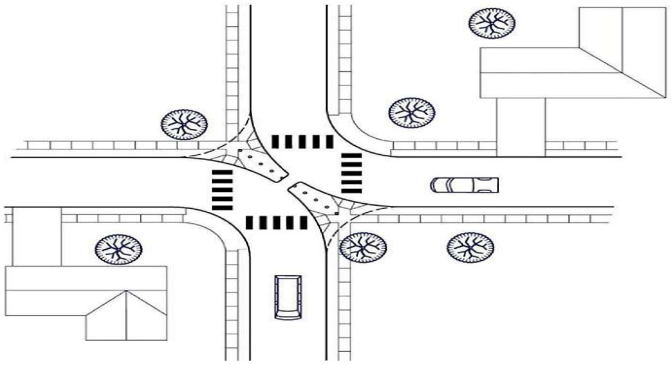
Application	Advantage	Disadvantage	Targeted Goals	Cost
• Acceptable on nearly all roadway functional classifications. • Appropriate for most common speed limits. • Can be applied at/near intersections or along road segments. • Appropriate along transit routes. • Appropriate along emergency vehicle routes	• Reduces severity of pedestrian/vehicle conflicts. • Reduces severity of bicyclist/vehicle conflicts.	• Elimination of on-street parking spaces. • Reduced capacity and increased congestion.	• Vehicular speed reduction.	• A minimum of $25,000 per quarter (1/4) mile.

Neighborhood Traffic Calming Toolbox

Routing Restriction

16. Diagonal Diverter:

A diagonal diverter is a physical barrier placed diagonally across a four-legged intersection. The barrier creates two unconnected intersections. Traffic approaching the intersection is restricted to one receiving leg, rather than three.



Application	Advantage	Disadvantage	Targeted Goals	Cost
• Applied only after other measures are deemed ineffective or inappropriate.	• Reduces cut-through traffic. • Self-enforcing. • Reduces vehicle conflicts.	• Increases trip lengths. • Impedes emergency vehicles.	• Reduction of vehicular volume. • Reduction of vehicular speed approaching intersection.	• $15,000 - $100,000 per intersection.

Neighborhood Traffic Calming Toolbox

Routing Restriction

17. Full Street Closure:

A full street closure is a physical barrier placed across a street to close the street completely to through vehicle traffic. Full closure can be done at either an intersection or midblock.



Application	Advantage	Disadvantage	Targeted Goals	Cost
• Appropriate for local streets, at intersection or mid-block. • Typically applied only after other measures have failed or are deemed inappropriate or ineffective.	• Highly effective in reducing vehicular volumes on the street. • Able to maintain pedestrian and bicycle connectivity. • Potential for stormwater capture.	• Causes access issues for local residents. • Diverts traffic to another street.	• Manage traffic volumes. • Improve pedestrian and bicyclist safety. • Prevent cut-through traffic	• $30,000 - $200,00 (with drainage) per location.

Neighborhood Traffic Calming Toolbox

18. Partial/Half Street Closure:

A Partial/Half street closure is a physical barrier that blocks vehicle travel in one direction (i.e., creates a one-way street) for a short distance on an otherwise two-way street. A half closure is to be placed at an intersection with the intent to obstruct selected traffic movements to or from the intersection.



Application	Advantage	Disadvantage	Targeted Goals	Cost
• Appropriate for local streets, and at intersection. • Typically applied only after other measures have failed or are deemed inappropriate or ineffective. • Typically found on closed-section roadways (i.e. curb and gutter).	• On average can achieve reduction in 85th percentile speeds by 19%. • 42% reduction in vehicles per day. • Able to maintain full pedestrian and bicycle access. • Potential for stormwater capture.	• Causes access issues for local residents. • Drivers can bypass the barriers by entering oncoming traffic.	• Manage traffic volumes. • Reduce excessive vehicle speeds. • Improve pedestrian and bicyclist safety. • Enhance neighborhood identity.	• $15,000 - $150,000 (with drainage) per location.

Neighborhood Traffic Calming Toolbox

19. Median Barrier and Forced Turn Island:

Median barrier and forced turn island are two variations of physical turn restrictions at an intersection that can be used to eliminate specific traffic flows (in particular, cut-through traffic) from entering or exiting a side street.



Forced Turn Island



Median Barrier

Application	Advantage	Disadvantage	Targeted Goals	Cost
• Used on arterial or collector roadways to restrict access to minor roads. • Typically applied only after other measures have failed or been deemed inappropriate / ineffective. • Used in sets to make travel to/through neighborhoods more circuitous.	• On average can achieve 31% reduction in vehicles per day. • Can improve safety at an intersection by prohibiting critical turning movements. • Able to maintain. pedestrian and bicycle connectivity.	• May cause access issues for some residents.	• Manage traffic volumes. • Improve pedestrian and bicyclist safety. • Enhance neighborhood identity.	• $15,000 - $40,000 per intersection

Neighborhood Traffic Calming Toolbox



Thank you.

City Council Agenda Report

ITEM NO. 18

DATE: January 21, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Nick Kimball, Assistant City Manager/Chief Financial Officer

SUBJECT: **CONSIDERATION OF FIRST READING OF ORDINANCE NO. 2411 OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING SECTION 35.13 (DISCONTINUANCE OF SERVICE—FOR FAILURE TO PAY BILL) OF CHAPTER 35 (WATER) OF THE SOUTH PASADENA MUNICIPAL CODE TO IMPLEMENT THE SOUTH PASADENA DISCONTINUATION OF RESIDENTIAL WATER SERVICE POLICY IN ACCORDANCE WITH STATE LAW**

Recommendation

It is recommended that City Council hold a public hearing and:

1. Introduce Ordinance No. 2411 for first reading by title only, and waive further reading of the Ordinance amending Section 35.13 (Discontinuance of Service—For Failure to Pay Bill) of Chapter 35 (Water) of the South Pasadena Municipal Code to implement the Discontinuation of Residential Water Service Policy;
2. Consider the proposed Discontinuation of Residential Water Service Policy (Attachment B); and
3. Provide direction, as appropriate.

Executive Summary

State law requires urban and rural water suppliers to adopt a formal residential water service discontinuation policy that includes enhanced notice requirements, payment plan options, protections for vulnerable populations, and procedural safeguards prior to shutting off residential water service for nonpayment. While the City of South Pasadena currently complies with many of these requirements in practice, portions of the Municipal Code do not fully reflect the detailed statutory standards now required.

The proposed ordinance amendment and accompanying Discontinuation of Residential Water Service Policy will bring the South Pasadena Municipal Code into full compliance with State law, improve transparency and consistency, protect public health, and provide clear guidance to customers and staff regarding delinquent accounts, service discontinuation, and restoration procedures.

Background

In 2018, in response to concerns about public health, housing stability, and access to essential services, the California legislature enacted the Water Shutoff Protection Act (SB 998) regulating discontinuation of residential water services for non-payment. The statutory

regulations imposed by SB 998 became effective in early 2020.

Previous to the COVID-19 pandemic, the City was working toward compliance with SB 998 to include the additional notice and other due process requirements prior to service interruption. However, as part of the City's efforts in 2020 to support the community through the pandemic period, the City suspended water shut offs and reconnecting fees and waived late fees.

On November 19, 2025, staff presented a study session item to City Council regarding the status of water and sewer utility billing delinquencies, programs available to low-income rate payers, and collection efforts to date. City Council directed staff to move forward with updating the municipal code and residential shut-off policy to comply with SB998, while also notifying customers by January 31, 2026, that they may be subject to service disruption if their delinquent account balance is not addressed.

Analysis

The Water Shutoff Protection Act (SB 998) is a California law enacted in 2018 to protect residential customers from abrupt water service shutoffs due to nonpayment. The law requires urban and rural water suppliers to adopt a formal residential water service discontinuation policy that includes enhanced notice requirements, opportunities for payment plans and bill reviews, multilingual outreach, and additional protections for low-income households and customers with medical or health-related needs. SB 998 is intended to safeguard public health by ensuring access to water while allowing utilities to responsibly manage delinquent accounts in a fair, transparent, and consistent manner.

Section 35.13 of the South Pasadena Municipal Code currently authorizes the discontinuation of water service for failure to pay but does not comprehensively address all statutory requirements now in effect pursuant to SB 998. Adoption of both a revised ordinance and a standalone Discontinuation of Residential Water Service Policy is necessary to ensure the City’s legal compliance and to codify best practices.

Ordinance Amendment

The proposed ordinance (Attachment A) updates Section 35.13 of the Municipal Code to reference and incorporate the City’s Discontinuation of Residential Water Service Policy and to ensure that any discontinuation of residential water service occurs only in accordance with applicable State law. The amendment clarifies the City’s authority while aligning enforcement mechanisms with legally required safeguards.

Discontinuation of Residential Water Service Policy

The proposed Policy (Attachment B) establishes clear, uniform procedures for handling delinquent residential water accounts, including:

- Minimum notice and outreach requirements prior to service discontinuation;
- Opportunities for customers to enter into payment plans or request bill reviews;
- Protections for low-income households and residents with medical or health-related needs;
- Procedures for service restoration following payment or compliance; and
- Administrative consistency, documentation, and customer communication standards.

The proposed Policy includes multiple notice and multilingual communication requirements, designed to ensure affected customers receive clear, timely, and accessible information. In

addition to the enhanced communication, the proposed Policy extends the time that customers have to pay delinquent balances from 30 days to 60 days before being subject to service disruption, pursuant to SB 998.

Next Steps
Upon adoption, the Policy will be made publicly available and implemented in accordance with statutory notice provisions.

Additionally, the City will work with the utility billing processor, MuniBilling, to establish Standard Operation Procedures outlining the standardized process for issuing delinquency notices, assessing late fees, and executing disconnections for nonpayment to ensure consistent, timely, and accurate handling of late payments and service interruptions based on the updated Policy.

Door Hanger Notices are currently being finalized and will be provided to active customers with delinquent balances with instructions to contact MuniBilling to make payment arrangements by February 28, 2026, or become subject to late fees and/or service disruption.

Fiscal Impact
There is no immediate fiscal impact associated with adoption of the ordinance and policy. The actions formalize existing practices and ensure compliance with State law. However, updating the City's ordinance and policies to comply with SB 998 will allow the City to reinstate discontinuation of water service for non-payment and provide an additional tool for collecting unpaid customer balances, which currently exceed $1.6 million.

Attachment:
Attachment_A_-_Proposed_Ordinance
Attachment B - Proposed Residential Water Discontinuation Policy

CITY OF SOUTH PASADENA
ORDINANCE NO. 2406

AN ORDINANCE OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING SECTION 35.13 (DISCONTINUANCE OF SERVICE—FOR FAILURE TO PAY BILL) OF CHAPTER 35 (WATER) OF THE SOUTH PASADENA MUNICIPAL CODE TO IMPLEMENT THE SOUTH PASADENA DISCONTINUATION OF RESIDENTIAL WATER SERVICE POLICY IN ACCORDANCE WITH STATE LAW

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

SECTION 1. Section 35.13 entitled "Discontinuance of Service—For Failure to Pay Bill" of the South Pasadena Municipal Code is hereby amended in its entirety to read as follows:

"34.130 Discontinuance of service—For failure to pay bill

If a customer fails to pay for water service within thirty days after the date the bill is due and payable, pursuant to Section 35.12, water service may be discontinued (1) for non-residential customers with twenty-four-hour prior written notice delivered to the premises where the bill for water service was provided; and (2) for residential customers in accordance with the procedures set forth in the water system's policy on discontinuation of residential water service adopted by the city council. Service will not be resumed unless a fee established by resolution is paid by the customer for the expense of turning the water off and on, subject to limitations set forth in the policy on discontinuation of residential water service. Except for residential service, the department shall resume service on weekdays during regular working hours. The policy on discontinuation of residential water service and applicable state law shall control over any conflicting provisions of this chapter."

SECTION 2. Policy Adoption. The City Council hereby adopts the policy on residential discontinuation of water service attached hereto as Attachment A. The City Council authorizes any future amendments to such policy by City Council resolution and directs staff to post and translate such policy and related notices in accordance with state law.

SECTION 3. Severability. If any section subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, the remaining sections and/or provisions

of this Ordinance shall remain valid. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, regardless of the fact that any one or more section(s) or provision(s) may be declared invalid or unconstitutional or contravened via legislation.

SECTION 4. Effective Date. The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published in the manner prescribed by law, and this Ordinance shall become effective 30 days following its adoption.

PASSED, APPROVED AND ADOPTED ON this ____ of February, 2026.

AYES:

NOES:

ABSENT:

ABSTAIN:

Sheila Rossi, Mayor

ATTEST:

Nikima S. Newsome, Chief City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

EXHIBIT A

POLICY ON DISCONTINUATION OF RESIDENTIAL WATER SERVICE

[to be added]

POLICY ON DISCONTINUATION OF RESIDENTIAL WATER SERVICE

Adopted by Ordinance N. 2411 of the City Council of the City of South Pasadena on February 4, 2026

STATEMENT OF POLICY

The South Pasadena Water Division ("SPWD"), a division of the Public Works Department, is a not-for-profit municipal utility owned and operated by the City of South Pasadena. Effective **January 1, 2026**, this policy on Discontinuation of Residential Water Service for non-payment is set forth by SPWD in accordance with the City of South Pasadena Municipal Code, General Fee Schedule, and pursuant to the Water Shut-Off Protection Act, Part 12, Chapter 6 of Division 104 of California Health and Safety Code.

PROCEDURE

1. **Application of Policy.** This Policy on Discontinuation of Residential Water Service (this "Policy") shall apply to all City accounts for residential water service, but shall not apply to any accounts for non-residential service. To the extent this Policy conflicts with any other rules, regulations, or policies of the City, this Policy shall control.

2. **Contact Information.** For questions or assistance regarding a water bill, the City's Customer Service desk can be reached at (626) 403-7250. Customers may also visit the City's Customer Service desk at City Hall in person Monday through Friday, from 8:00 a.m. to 6:00 p.m., except on City holidays.

3. **Billing Procedures.** Water service charges are payable to the City once every two (2) months, or at such other frequency as determined by the City Council from time to time. Payments can be made by mail, telephone, online, in person at City Hall, or any other method identified on the customer bill. All bills for water service are due and payable thirty (30) days from mailing by the City. Any bills not paid within such period are considered delinquent.

4. **Discontinuation of Water Service for Nonpayment.** If a bill is delinquent for at least sixty (60) days from mailing, the City may discontinue water service to the service address in accordance with California Law.

4.1 Written Notice to Customer. The City will provide a mailed notice to the customer of record at least fifteen (15) days before discontinuation of water service. The notice will contain:

(a) the name and address of the customer;

(b) the amount of the delinquency;

(c) the date by which payment or payment arrangements must be made to avoid discontinuation of service;

(d) the procedure by which the customer may initiate a complaint or request an investigation or appeal concerning service or charges;

(e) a description of the procedure by which the customer may request an alternative payment arrangement, which may include an extension, amortization, alternative payment schedule, or payment reduction;

(f) the procedure for the customer to obtain information on financial assistance, if applicable; and

(g) the telephone number where the customer may request a payment arrangement or receive additional information from the City.

4.2 Written Notice to Occupants or Tenants.

(a) The City will also send a notice to the occupants living at the service address at least ten (10) days before discontinuation of water service under the following circumstances: (1) the City furnishes individually metered service to a single-family dwelling, multi-unit residential structure, or mobile home park and the owner, manager, or operator is the customer of record; or (2) the customer of record's mailing address is not the same as the service address. The notice will be addressed to "Occupant," will contain the information required in Section 4.1 above, and will inform the residential occupants that they have the right to become customers of the City without being required to pay the amount due on the delinquent account. Terms and conditions for occupants to become customers of the City are provided in Section 8 below.

(b) If the City furnishes water through a master meter in a multi-unit residential structure, mobile home park, or multiple permanent residential structures , and the owner, manager, or operator is the customer of record, the City will make a good faith effort to inform the occupants, by means of written notice posted on the door of each residential unit at least fifteen (15) days prior to termination, that the account is in arrears and the service will be terminated on a date specified in the notice. If it is not reasonable or practicable to post the notice on the door of each unit, the City will post two (2) copies of the notice in each accessible common area and at each point of access to the structure or structures. The notice will inform the residential occupants that they have the right to become customers of the City without being required to pay the amount due on the delinquent account. The notice will also specify what the occupants are required to do in order to prevent termination of, or to reestablish service; the estimated monthly cost of service; the title, address, and telephone number of a representative of the City who can assist the occupants in continuing service; and the address or telephone number of a qualified legal services project that has been recommended by the local county bar association. Terms and conditions for occupants to become customers of the City are provided in Section 8 below.

4.3 In-Person or Telephonic Notice. The City will also make a reasonable, good faith effort to contact the customer of record or adult person living at the premises of the customer in person or by telephone at least seven (7) days before discontinuation of service. The City will offer to provide in writing a copy of this Policy and to discuss options

to avert discontinuation of water service for nonpayment, including the possibility of an extension or other payment arrangement.

4.4 Posting of Notice at Service Address. If the City is unable to make contact with the customer or an adult person living at the service address in person or by telephone, the City will make a good faith effort to leave a notice of imminent discontinuation of residential service and a copy of this Policy in a conspicuous place at the service address. The notice and copy of this Policy will be left at the residence at least forty-eight (48) hours before discontinuation of service. The notice will include:

(a) the name and address of the customer;

(b) the amount of the delinquency;

(c) the date by which payment or payment arrangements must be made to avoid discontinuation of service;

(d) the procedure for the customer to obtain information on financial assistance, if applicable; and

(e) the telephone number where the customer may request a payment arrangement or receive additional information from the City.

4.5 Circumstances Under Which Service Will Not Be Discontinued. The City will not discontinue residential water service for nonpayment under the following circumstances:

(a) During an investigation by the City of a customer dispute or complaint under Section 5.1 below;

(b) During the pendency of an appeal to the City Manager under Section 5.3 below; or

(c) During the period of time in which a customer's payment is subject to a City-approved extension, amortization, alternative payment schedule, or reduction under Section 6 below, and the customer remains in compliance with the approved payment arrangement.

4.6 Circumstances Under Which Service Through a Master Meter Will Not Be Discontinued. If the City furnishes water through a master meter in a multi-unit residential structure, mobile home park, or multiple permanent residential structures and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the City will not discontinue residential water service for nonpayment under the following circumstances:

(a) When the customer's indebtedness is owed to another public agency, or when the obligation represented by the delinquent account or indebtedness was incurred with any public agency other than the City's water utility;

(b) If a delinquent account relates to another property owned, managed, or operated by the customer;

(c) If a public health or building officer certifies that termination would result in a significant threat to the health or safety of the residential occupants or the public.

4.7 Special Medical and Financial Circumstances Under Which Services Will Not Be Discontinued.

(a) The City will not discontinue water service if **ALL** of the following conditions are met:

(i) The customer, or a tenant of the customer, submits to the City the certification of a licensed primary care provider (as defined in Welfare and Institutions Code Section 14088(b)(1)(A)) that discontinuation of water service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided;

(ii) The customer demonstrates that he or she is financially unable to pay for residential service within the City's normal billing cycle. The customer is deemed financially unable to pay during the normal billing cycle if: (a) any member of the customer's household is a current recipient of CalWORKs, CalFresh, state or local general assistance programs, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (b) the customer declares under penalty of perjury that the household's annual income is less than two hundred percent (200%) of the federal poverty level; and

(iii) The customer is willing to enter into an alternative payment arrangement, including an extension, amortization, alternative payment schedule, or payment reduction with respect to the delinquent charges.

(b) For any customers who meet all of the above conditions, the City shall offer the customer one of the following options, to be selected by the City in its discretion: (1) an extension of the payment period; (2) amortization of the unpaid balance; (3) an alternative payment schedule; or (4) a reduced payment. The City's Finance Department will select the most appropriate payment arrangement, taking into consideration the information and documentation provided by the customer, as well as the City's payment needs.

(c) The customer is responsible for demonstrating that the conditions in subsection (a) have been met. Upon receipt of documentation from the customer, the City will review the documentation within seven (7) calendar days and: (1) notify the customer of the alternative payment arrangement selected by the City and request the customer's signed assent to participate in that alternative arrangement; (2) request additional information from the customer; or (3) notify the customer that he or she does not meet the conditions in subsection (a).

(d) The City may discontinue water service if a customer who has been granted an alternative payment arrangement under this section fails to do any of the following for sixty (60) days or more: (a) to pay his or her unpaid charges by the extended payment date; (b) to pay any amortized amount due under the amortization schedule; (c) to pay any amount due under an alternative payment schedule; (d) to pay the reduced payment amount by its due date; or (e) to pay his or her current charges for water service. The City will post a final notice of intent to disconnect service in a prominent and conspicuous location at the service address at least five (5) business days before discontinuation of service. The final notice will not entitle the customer to any investigation or review by the City.

4.8 Time of Discontinuation of Service. The City will not discontinue water service due to nonpayment on a Saturday, Sunday, legal holiday, or at any time during which the City Hall office are not open to the public.

4.9 Restoration of Service. Customers whose water service has been discontinued may contact the City by telephone or in person regarding restoration of service. Restoration shall be subject to payment of: (a) any past-due amounts, including applicable interest or penalties; (b) any reconnection fees, subject to the limitations in Section 7.1, if applicable; (c) and a security deposit, if required by the City.

5. Procedures to Contest or Appeal a Bill.

5.1 Time to Initiate Complaint or Request an Investigation. A customer may initiate a complaint or request an investigation regarding the amount of a bill within five (5) days of receiving a disputed bill. For purposes of this Section 5.1 only, a bill shall be deemed received by a customer five (5) days after mailing and immediately upon e-mailing.

5.2 Review by City. A timely complaint or request for investigation shall be reviewed by the Finance Department, who shall provide a written determination to the customer. The review will include consideration of whether the customer may receive an extension, amortization, alternative payment schedule, or payment reduction under Section 6. The City may, in its discretion, review untimely complaints or requests for investigation; however, such complaints or requests are not subject to appeal.

5.3 Appeal to City Manager. Any customer whose timely complaint or request for an investigation pursuant to this Section 5 has resulted in an adverse determination may appeal the determination to the City Manager by filing a written notice of appeal with the City Clerk within ten (10) business days of the City's mailing of its determination. Upon timely receipt of the notice of appeal, the City Clerk will forward the appeal to the City Manager, who will determine if the investigation was thorough and complete in addressing the aspects of the billing dispute or appeal. The City Manager will make his or her determination and communicate the decision to the customer in writing.

6. Extensions and Other Alternative Payment Arrangements.

6.1 Time to Request an Extension or Other Alternative Payment Arrangement. If a customer is unable to pay a bill during the normal payment period, the customer may request an extension or other alternative payment arrangement described in this Section 6. If a customer submits his or her request within thirteen (13) days after mailing of a written notice of discontinuation of service by the City, the request will be reviewed by the Finance Director. City decisions regarding extensions and other alternative payment arrangements are final and are not subject to appeal to the City Manager.

6.2 Extension. If approved by the City, a customer's payment of his or her unpaid balance may be temporarily extended for a period not to exceed six (6) months after the balance was originally due. The City's Finance Director shall determine, in his or her discretion, how long an extension shall be provided to the customer. The customer shall pay the full unpaid balance by the date set by the City and must remain current on all water service charges accruing during any subsequent billing periods. The extended payment date will be set forth in writing and provided to the customer.

6.3 Amortization. If approved by the City, a customer's payment of his or her unpaid balance may be amortized over a period not to exceed twelve (12) months, as determined by the City's Finance Director, in his or her discretion. If amortization is approved, the unpaid balance will be divided by the number of months in the amortization period, and that amount will be added to the customer's monthly bills for water service until fully paid. During the amortization period, the customer must remain current on all water service charges accruing during any subsequent billing periods. The amortization schedule and amounts due will be set forth in writing and provided to the customer.

6.4 Alternative Payment Schedule. If approved by the City, a customer may pay his or her unpaid balance pursuant to an alternative payment schedule that will not exceed twelve (12) months, as determined by the City's Finance Director, in his or her discretion. If approved, the alternative payment schedule may allow periodic lump-sum payments that do not coincide with the City's established payment date or may provide for payments made more or less frequently than the City's regular payment date. During the period of the alternative payment schedule, the customer must remain current on all water service charges accruing during any subsequent billing periods. The alternative payment schedule and amounts due will be set forth in writing and provided to the customer.

6.5 Payment Reduction. If approved by the City, a customer may receive a reduction of the unpaid balance owed by the customer, not to exceed fifty percent (50%) of the unpaid charges for water service. Any such reduction shall be funded using unrestricted funds of the City, and not from charges or fees paid by other customers. The City's Finance Director shall determine, in his or her discretion, whether to grant a reduced payment, and the amount of such reduction, based on: (a) the availability of City funds to fund the reduction at a given time; (b) the customer's demonstrated financial need; and (c) the customer's prior payment history or prior payment reductions. The amount of the reduced payment and the due date for the reduced payment will be set forth in writing and provided to the customer.

6.6 Failure To Comply. If a customer has been granted a payment arrangement under this Section 6 and fails to: (1) pay the unpaid charges by the extension date; (2) pay an amount due under an amortization schedule; (3) pay an amount due under an alternative payment schedule; or (4) pay a reduced payment amount by its due date, then the City may terminate water service. The City will post a final notice of intent to disconnect service in a prominent and conspicuous location at the service address at least five (5) business days before discontinuation of service. The final notice will not entitle the customer to any investigation or review by the City.

7. Specific Programs for Low-Income Customers.

7.1 Reconnection Fee Limits and Waiver of Interest. For residential customers who demonstrate to the City a household income below two hundred percent (200%) of the federal poverty line, the City will:

(a) Limit any reconnection fees during normal operating hours to fifty dollars ($50), and during non-operational hours to one hundred fifty dollars ($150). The limits will only apply if the City's reconnection fees actually exceed these amounts. These limits are subject to an annual adjustment for changes in the Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers (CPI-U) beginning January 1, 2021.

(b) Waive interest charges on delinquent bills once every 12 months. The City will apply the waiver to any interest charges that are unpaid at the time of the customer's request.

7.2 Qualifications. The City will deem a residential customer to have a household income below two hundred percent (200%) of the federal poverty line if: (a) any member of the household is a current recipient of CalWORKs, CalFresh, state or local general assistance programs, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (b) the customer declares under penalty of perjury that the household's annual income is less than two hundred percent (200%) of the federal poverty level.

8. **Procedures for Occupants or Tenants to Become Customers of the City.**

8.1 Applicability. This Section 8 shall apply only when the property owner, landlord, manager, or operator of a residential service address is listed as the customer of record and has been issued a notice of intent to discontinue water service due to nonpayment.

8.2 Agreement to City Terms and Conditions of Service. The City will make service available to the actual residential occupants if each occupant agrees to the terms and conditions of service and meets the requirements of the City's rules and regulations. Notwithstanding, if one or more of the occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the City, or if there is a physical means, legally available to the City, of selectively discontinuing service to those occupants who have not met the requirements of the City's rules and regulations, the City shall make service available to the occupants who have met those requirements.

8.3 Verification of Tenancy. To be eligible to become a customer without paying the amount due on the delinquent account, the occupant shall verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code, at the discretion of the City.

8.4 Methods of Establishing Credit. If prior service for a period of time is a condition for establishing credit with the City, residence and proof of prompt payment of rent for that period of time is a satisfactory equivalent.

8.5 Deductions from Rental Payment. Pursuant to Government Code Section 60371(d), any occupant who becomes a customer of the City pursuant to this Section 8 and whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the City for those services during the preceding payment period.

9. **Third Party Notification Service for Seniors and Dependent Adults**. The City will make available, to residential customers who are 65 years or older, or who are dependent adults (as defined in Welfare and Institutions Code Section 15610(b)(1)), a third-party notification service whereby the City will attempt to notify a person designated by the customer to receive notification when the customer's account is past-due and subject to termination. The notification will include information on what is required to prevent termination of service. The City will mail the notification to the designated third party at least ten (10) days before termination of service. To participate, the customer must submit a request for third-party notification on a form provided by the City, and must include the written consent of the designated third party. The notification service does

not obligate the third party to pay any overdue charges, nor shall it prevent or delay termination of service.

10. **Language for Certain Written Notices.** All written notices under Section 4 and Section 6.6 of this Policy shall be provided in English, Spanish, Chinese, Tagalog, Vietnamese, Korean, and any other language spoken by ten percent (10%) or more people within the City's service area.

11. **Other Remedies.** In addition to discontinuation of water service, the City may pursue any other remedies available in law or equity for nonpayment of water service charges, including, but not limited to: securing delinquent amounts by filing liens on real property, filing a claim or legal action, or referring the unpaid amount to collections. In the event a legal action is decided in favor of the City, the City shall be entitled to the payment of all costs and expenses, including attorneys' fees and accumulated interest.

12. **Discontinuation of Water Service for Other Customer Violations.** The City reserves the right to discontinue water service for any violations of City ordinances, rules, or regulations other than nonpayment.

13. **Fees and Charges Incurred.** Except as otherwise expressly stated in this Policy, any fees and charges incurred by a customer under any other rules, regulations, or policies of the City, including, but not limited to, delinquent charges, shall be due and payable as set forth therein.

14. **Decisions by City Staff.** Any decision which may be taken by the City's Finance Director or City Manager under this Policy may be taken by his or her designee.