



Additional Documents Distributed for the Regular City Council Meeting June 15, 2016

Item No.	Agenda Item Description	Distributor	Document
	Invocation	Michael A. Cacciotti	PowerPoint, Kevin Sandoval Memorial
3	Councilmember Communications	Michael A. Cacciotti	PowerPoint, REC Meeting, Primary Election, City of Azusa, and 626 Golden Streets
4	City Manager Communications	Sergio Gonzalez	PowerPoint, 4 th of July Events
4	City Manager Communications	Sergio Gonzalez	PowerPoint, Water Safety Tips
4	City Manager Communications	Sergio Gonzalez	PowerPoint, SCE Rotating Outages
4	City Manager Communications	Sergio Gonzalez	PowerPoint, Customer Care Services
11	Award of Contract to K.C. Restoration Co., Inc. in the Amount of \$83,490 for the Meridian Iron Works Museum Exterior Painting Project”	Sheila Pautsch, Community Services Director	Memo to Council
11	Award of Contract to K.C. Restoration Co., Inc. in the Amount of \$83,490 for the Meridian Iron Works Museum Exterior Painting Project”	Brian Shumake, South Pasadena Business Owner	Email of Opposition
14	Public Hearing and Adoption of a Resolution Increasing the Park Facilities Impact Fee	Sheila Pautsch, Community Services Director	Memo to Council
16 and 17	Adoption of a Resolution Amending the Long Range Property Management Plan for Successor Agency Property Adoption of a Resolution Approving a Bond Proceeds Expenditure Agreement Between the City of South Pasadena and the Successor Agency to the Community Redevelopment Agency of the City of South Pasadena	Lucy Demirjian, Assistant to the City Manager	PowerPoint, Staff Presentation







2
14-2016

A stylized, colorful illustration depicting various people engaged in active transportation. From left to right, there is a person walking, a person running, a person on a bicycle, a person on a skateboard, a person on a bicycle, a person on a tandem bicycle, a person on a bicycle, and a person in a wheelchair. In the background, there are green hills, palm trees, a large yellow sun, and a white train. The illustration is set against a blue sky with a white cloud and a small bird.

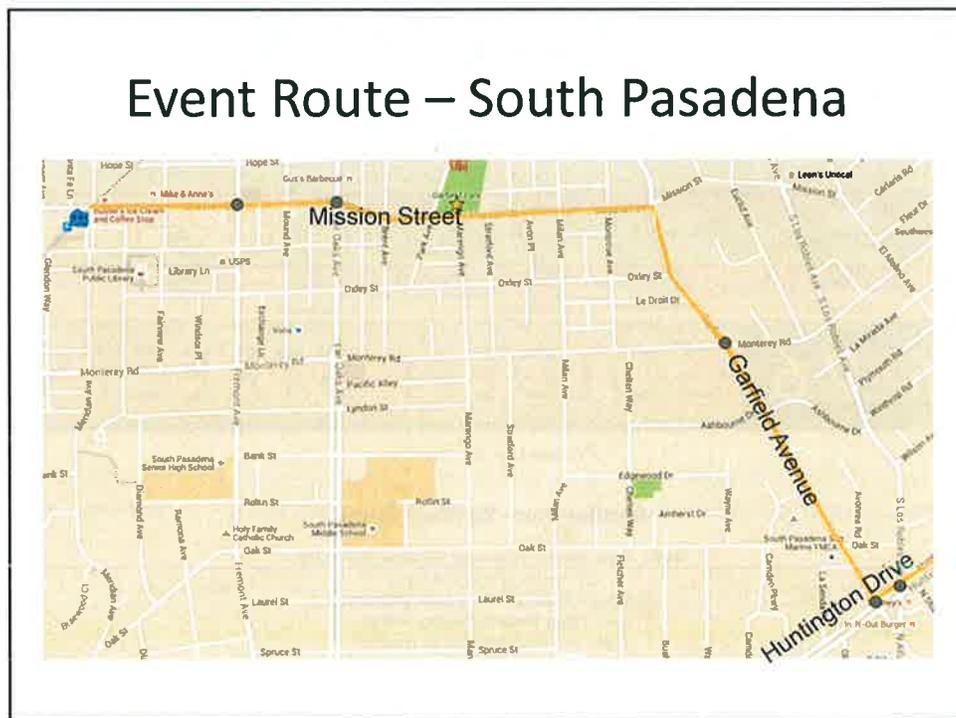
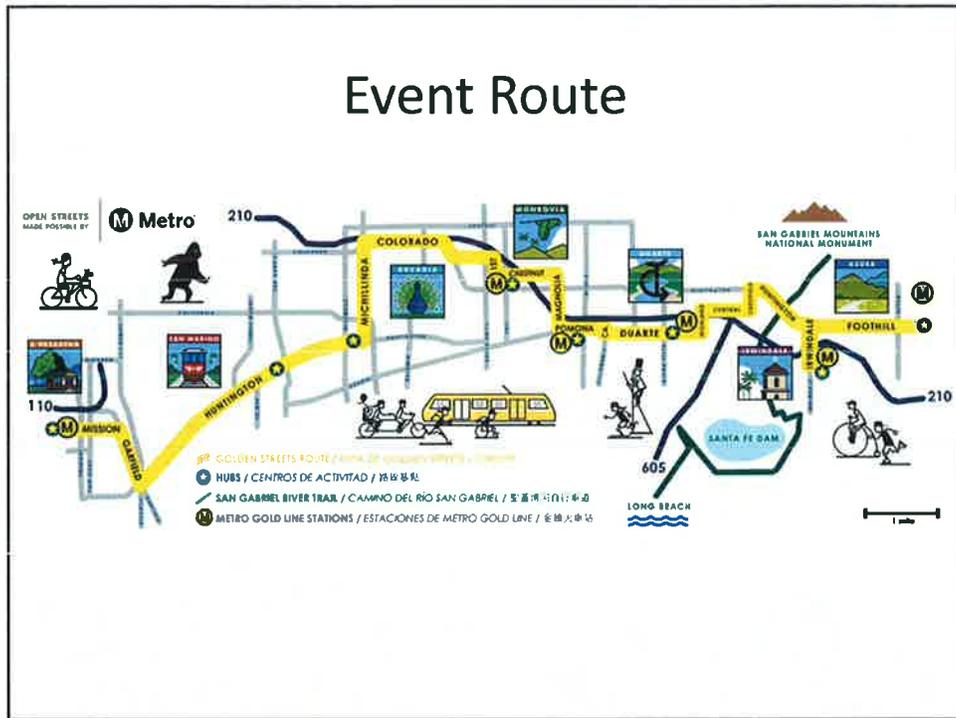
6•26 GOLDEN STREETS

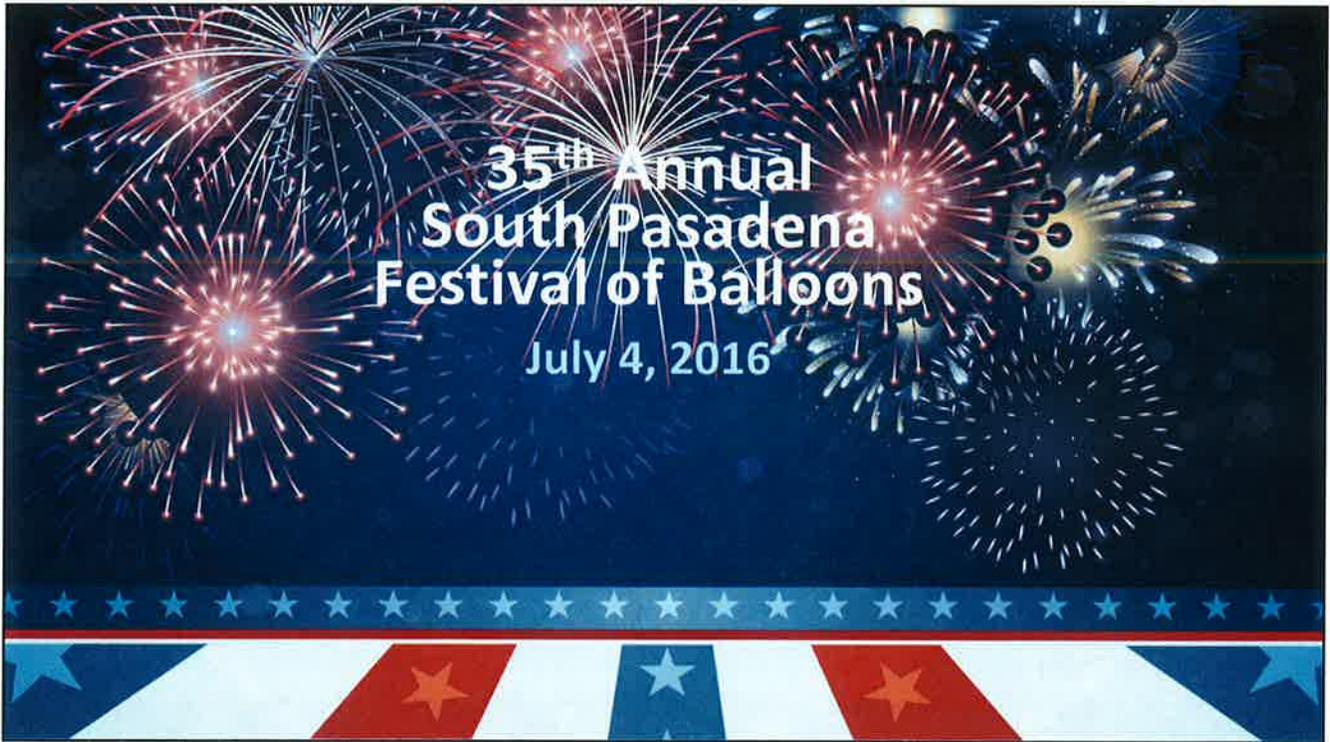
Presented by Metro

Sunday June 26 (8am-2pm)

Walk, Run, Skate, Bike and Explore the (626)
18+ miles of open streets
linking **6 Foothill Gold Line stations**
and **7 San Gabriel Valley cities**
from South Pasadena to Azusa
on **6.26 Day**

#626GoldenStreets





Kiwanis Pancake Breakfast

- ★ **Location:** South Pasadena Fire Station, 817 Mound Avenue
- ★ **Time:** 7:00 a.m. to 10:00 a.m.
- ★ **Tickets-Day of:** \$8.00 per person, kids under 6 years old eat for free.
- ★ **Tickets-Presale (Beginning 06/20):** \$8.00 per person, kids under 6 years old eat for free.

Presale Ticket Locations

South Pasadena Fire House	Mission Framing
South Pasadena Senior Center	Re-Imagine Your Home
Charlie's Coffee House	The Moo on Mission
Bristol Farms	South Pasadena/San Marino YMCA
Dinosaur Farm	

Opening Ceremony / Parade / Garfield Park

- ★ **Opening Ceremony:** South Pasadena Community Room - Lawn
- ★ **Time:** 10:30am
- ★ **Parade:** Mission Street, from Diamond Avenue to Garfield Park
- ★ **Time:** 11:00am
- ★ **Celebration at Garfield Park:** Garfield Park
- ★ **Time:** 12:00pm to 4:00pm
- ★ **Details:** Food, Games, Activities

Fireworks Show

- ★ **Location:** South Pasadena High School, 1401 Fremont Avenue.
- ★ **Time:** 9:00 p.m. (Gates open at 5:30 p.m.)
- ★ **Details:** Food vendors will be on site at the show. Pets are not allowed Stadium - Alcohol and glass bottles are not allowed in the stadium. Field - Only water is permitted on the field, no food. Rounded bottom chairs only on the field (narrow legs/feet of camping chairs will damage the turf).

Fireworks Show (cont'd)

- ★ **Fireworks Tickets, Day of:** \$12.00 per person at the gate –OR– \$10.00 per person, at the Pancake Breakfast and Garfield Park in the afternoon. Kids under 3 years old are free.
- ★ **Fireworks Tickets, Presale (Beginning 06/20):** \$10.00 per person. Kids under 3 years old are free:

Presale Ticket Locations

South Pasadena Fire House	Mission Framing
South Pasadena Senior Center	Re-Imagine Your Home
Charlie's Coffee House	The Moo on Mission
Bristol Farms	South Pasadena/San Marino YMCA
Dinosaur Farm	

WATER SAFETY



Make water safety
your **TOP PRIORITY!**



- Enroll your Children in Swim Lessons
- Prevent Unsupervised Access to the Water
- Maintain Constant Supervision
- **Resources:** www.redcross.org/poolsafety
www.poolsafety.gov

WATER SAFETY



Southern California Edison (SCE) Reports Increased Likelihood of Rotating Outages

- SCE is warning of potential “rotating outages” this summer
- Strain due to high electricity Usage
- There will be limited warning for rotating outages
- You can help by conserving electricity at home & at work
- To find more information, go to <http://www.sce.com/outage> or call (800) 611-1911

Cooling Centers Are Available

- When high temperatures occur, SCE and the City both make cooling centers available to the public
- City Cooling Centers include the Senior Center and South Pasadena Public Library
- Visit on.sce.com/coolcenter to find the nearest Cooling Center

How Do I... Report A Problem

The screenshot shows the City of South Pasadena website. At the top, there is a navigation bar with links for 'Contact Us / Calendar / Council Agenda / Job Openings / Municipal Code'. Below this is the city logo and the name 'City of South Pasadena'. A search bar is present with the text 'Type Here...'. The main navigation menu includes 'Home', 'About Us', 'Departments', 'Government', 'Residents', 'Businesses', and 'How Do I...'. The 'How Do I...' menu is open, showing options like 'Apply for a City Job', 'File a', 'Find the City's Social Media Accounts', 'Get Filming Information', 'Learn about Environmental Programs', 'Obtain a Bus Pass', 'Obtain a Garage Sale Permit', 'Park in South Pasadena', 'Pay a Utility Bill', 'Report a Problem' (highlighted in orange), 'Sign Up to', 'Sign Up for the City's e-Newsletter', 'View Municipal Code', and 'View Public Records Online'. Below the menu is a large image of a building with trees.

www.southpasadenaca.gov/customer-care

Go to... Online Services

The screenshot shows the City of South Pasadena website. At the top, there is a navigation bar with links for 'Contact Us / Calendar / Council Agenda / Job Openings / Municipal Code'. Below this is the city logo and the name 'City of South Pasadena'. A search bar is present with the text 'Type Here...'. The main navigation menu includes 'Home', 'About Us', 'Departments', 'Government', 'Residents', 'Businesses', and 'How Do I...'. The 'How Do I...' menu is open, showing options like 'City Council', 'Online Services' (highlighted in green), and 'Library'. Below the menu is a large image of a building with a sign that says 'BUSINESS' and 'CONFECTION STOP BY THE TRACKS'. A grey arrow points from the 'Online Services' option to the building image.

www.southpasadenaca.gov/customer-care

Report Non-Emergency Service Requests

Customer Care Request

To submit a customer care request, please complete the below form to submit your concerns directly to the City of South Pasadena. If this is an emergency, dial 911. Typical service requests include reporting potholes, graffiti, clogged storm drains, out street lights, illegal dumping, or general inquiries. A staff person will contact you to acknowledge receipt of your request and to serve as a point of contact while resolving the problem.

Please complete the entire form. Please note, if the information you provide is incomplete or the City has questions about your request, we may not be able to fully investigate if we cannot contact you.

Requests may also be submitted by phone at (626) 403-7230 or by email cityclerk@southpasadenaca.gov.

Contact Information

Name:	City, State, Zip Code:
<input type="text"/>	<input type="text"/>
Address:	Phone:
<input type="text"/>	<input type="text"/>
Address 2:	Email Address:
<input type="text"/>	<input type="text"/>

www.southpasadenaca.gov/customer-care

Description, Location, & Submit

Service Request Details

Please enter the details of your request:

Please enter address/location of the problem (if applicable):

You are welcome to submit photos or other materials which would assist in resolving this issue, email cityclerk@southpasadenaca.gov



To prevent spam we utilize a verification code system. Please enter the code as it is shown in the box above:

www.southpasadenaca.gov/customer-care

City of South Pasadena
Community Services
Department

Memo

Date: June 15, 2016

To: The Honorable City Council

Via: Sergio Gonzalez, City Manager *SG*

From: Sheila Pautsch, Community Services Director *SP*

Re: June 15, 2016 City Council Meeting, Item No. 11 Additional Document - Award of Contract to K.C. Restoration Co., Inc. in the Amount of \$83,490 for the Meridian Iron Works Museum Exterior Painting Project

Attached is additional documentation for the Meridian Iron Works Museum Exterior Painting Project from the Contractor.

1. Staff Report with updated "Analysis" section, with the following attachments:
 - Construction Contract/Agreement signed by K.C. Restoration Co., Inc.
 - Bid Proposal from K.C. Restoration Co., Inc. including Certificate of Insurance
2. A copy of K.C. Restoration Co., Inc.'s verification of Class B-General Building Contractor from the Contractors State License Board

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City of South Pasadena Agenda Report

*Diana Mahmud, Mayor
Michael A. Cacciotti, Mayor Pro Tem
Robert S. Joe, Councilmember
Marina Khubesrian, M.D., Councilmember
Richard D. Schneider, M.D., Councilmember*

*Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer*

COUNCIL AGENDA: June 15, 2016

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager 

FROM: Sheila Pautsch, Community Services Director 
Lucy Hakobian, Community Services Supervisor

SUBJECT: **Award of Contract to K.C. Restoration Co., Inc. in the Amount of \$83,490 for the Meridian Iron Works Museum Exterior Painting Project**

Recommendation

It is recommended that the City Council

1. Accept a bid dated June 3, 2016, from K.C. Restoration Co., Inc. (Contractor), for the Meridian Iron Works Museum Exterior Painting Project (Project);
2. Reject all other bids received; and
3. Approve a budget transfer of \$26,490 from Account #101-9000-9313-9313 to Account #101-9000-9326-9326; and
4. Authorize the City Manager to enter into a contract with K.C. Restoration Co., Inc. (Contractor), for a not-to-exceed amount of \$83,490.

Fiscal Impact

There is approved funding allocated for this project in the amount of \$72,000 in Account No. 101-9000-9326-9326. \$15,000 was used to hire an Architectural Historian (Consultant). The Consultant assisted with the preparation of the Request for Proposal (RFP) and evaluation of proposals received. The remaining balance of \$57,000 will be applied towards the project. In Fiscal Year (FY) 2015-16, \$50,000 was allocated to Account #101-9000-9313-9313 for the Library Community Room AV System, of which only \$4,400 was spent. That project is being re-allocated to FY 2016-17 as it was not completed in this current fiscal year. To proceed with and complete the Meridian Iron Works Museum Exterior Painting Project, staff is requesting an additional amount of \$26,490 and a budget transfer of from Account No. 101-9000-9313-9313 to Account No. 101-9000-9326-9326.

Commission Review and Recommendation

The Cultural Heritage Commission (CHC) at its April 21, 2016 meeting reviewed this matter. Their recommendations are detailed within the RFP.

Background

The Meridian Iron Works Museum is a significant historic building, and care shall be taken to treat it according to established preservation concepts and practices. The building was constructed by at least 1887, so it is close to 129 years old. It is among a small number of comparably old wood frame buildings in the city and represents the earliest type of structures seen in the town's commercial district before the turn of the twentieth century. It was constructed as a general store with lodging rooms on the second floor and has been used for a variety of purposes over the years. In 1943, this and adjacent utility structures, now demolished, became the site of a business known as Meridian Iron Works, which remained through the 1970s. The City of South Pasadena (City) acquired the property due to its age and significance as a resource for community history, undertaking an extensive rehabilitation in 1986. The City for many years has leased the property to the South Pasadena Preservation Foundation for use as a local history museum. Meridian Iron Works Museum is designated as South Pasadena Landmark #5 and was listed in the National Register of Historic Places in 1982 as a contributing property in the South Pasadena Business (Historic) District.

The Community Services Department (Department) solicited proposals for a consultant to assist with the exterior rehabilitation of the Project. The Department contracted with Architectural Resources Group (Consultant), to assist with the historic preservation planning and full architectural services. Consultant assisted the City in writing the RFP. Consultant also researched the physical and use history of the facility through photographs, City directories, City documents, and other local, published and online resources. Site visits were conducted to include photo documentation. The Project is a rare and important historic resource for the City and the City's goal is that its rehabilitation proceeds according to recognized preservation practices. A presentation was made to CHC to receive feedback and ensure proper monitoring of the Project. Construction monitoring will be conducted by Consultant to answer questions and provide guidance during the construction as needed to ensure compliance with the Secretary of the Interior's Standards for Rehabilitation. Consultant will also assist in the selection process to ensure contractor demonstrates experience with historic preservation projects and technical understanding of historic preservation treatments.

Analysis

Sealed bids were solicited from various professionals who have demonstrated experience with historic preservation projects. Eleven attendees attended a Pre-Bid Meeting, which was held on Wednesday, May 25, 2016.

On June 3, 2016, the Office of the City Clerk conducted a bid opening and received and opened six bids. Unfortunately, the apparent low bidder, Bielski Specialty Services, Inc., was rejected as non-responsive due to their lack of a required Class B General Contractors License. Staff then began to review the second lowest bid, K.C. Restoration Co. Inc (Contractor). Staff has checked the Contractor's references, and their work was verified to be of good quality. Similar projects were satisfactorily completed for other agencies, including the Union Station, Heritage Square, Lincoln Place Apartments, Huntington-Restoration of historic gallery, and private homes. In addition, the

Contractor's license has been verified to be currently valid and in good standing. Staff and Consultant have analyzed the bid and is recommending the award of contract to K.C. Restoration Co., Inc. Contractor has demonstrated an understanding of the Project, possesses good experience, has a team of qualified specialists trained under the guidelines of the American Institute of Conservation Code of Ethics and the Secretary of the Interior's Standards for the Treatment of Historic Properties. At the approval of the project, it is anticipated that the project will be completed by Fall 2016.

<i>Contractor</i>	<i>Total Project Cost</i>
Bielski Specialty Services, Inc. (rejected as non-responsive)	\$41,550
K.C. Restoration Co., Inc.	\$83,490
Legacy Historic Restoration Inc.	\$87,592
Spectra Company	\$146,380
Robie Construction	\$170,350
Painting & Décor, Inc.	\$179,900

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

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

Attachments:

1. Agreement
2. Bid Proposal

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ATTACHMENT 1
Agreement

CONSTRUCTION CONTRACT / AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of June, 2016, by and between CITY OF SOUTH PASADENA, a municipal corporation of the State of California, hereinafter referred to as "CITY" and K.C Restoration Co. Inc., "CONTRACTOR."

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

1. Contract Documents. The complete contract and agreement ("AGREEMENT") consists of the Contract Documents, which includes all of the following documents incorporated herein by this reference: Approved Plans and Specifications (**Project No. 2016MIW**), Notice Inviting Bids, Instructions to Bidders, Information for Bidders, Contractor's Bid Proposal, this Contract/Agreement, Standard Specifications, Special Provisions, Reference Specifications, the documents in the Appendix, if any, and all mutually agreed-upon modifications and amendments thereto.

2. Scope of Services. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: Meridian Iron Works Museum Exterior Painting Project- Project No. 2016MIW all in accordance with the Contract Documents and Contractor's Proposal dated June 3, 2016.

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

3. Compensation. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of \$83,490

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

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

5. Time is of the Essence. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: Five Hundred Dollars (\$500.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may

deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

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

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

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

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

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

10. Arbitration. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation.

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This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

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

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

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

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

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

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

17. Indemnity. To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless CITY, its authorized

representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any alleged act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT. CONTRACTOR shall not be entitled to any refund of attorneys' fees, defense costs and expenses in the event that it is adjudicated to have been non-negligent.

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

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

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

K.C. RESTORATION
CONTRACTOR

BY [Signature] STEVE LENNE

VICE PRESIDENT
(Title)

BY _____

CITY OF SOUTH PASADENA

Sergio Gonzalez, CITY MANAGER

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, CITY CLERK

Teresa Highsmith, CITY ATTORNEY

STANDARD SPECIFICATIONS

PART 1

GENERAL PROVISIONS

SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

INTRODUCTION

These Specifications include the Standard Specifications, the Special Provisions which supplement or modify the Standard Specifications, the Technical Provisions, Plans, and Standard Plans.

The Standard Specifications are as set forth in the latest edition of the Standard Specifications for Public Works Construction (also referred to as the “Greenbook”), excluding Part 1, but including the remaining parts and any related supplements, written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California.

The State of California Department of Transportation Standard Specifications, Standard Plans, and Manual of Traffic Controls, latest edition of each, and the Los Angeles County Department of Public Works Standard Plans are incorporated herein by reference and are hereby accepted as Reference Specifications. These Reference Specifications are intended to govern certain construction materials, methods, and details except as modified herein or are inconsistent with the provisions herein. In case of conflict between the Reference Specifications and the Technical Provisions, the Technical Provisions shall govern.

1-1 TERMS – Unless otherwise stated, the words *directed, required, permitted, ordered, instructed, designated, considered necessary, prescribed, approved, acceptable, satisfactory*, or words of like meaning, refer to actions, expressions, and prerogatives of the Engineer.

1-2 DEFINITIONS

Acceptance – The formal written acceptance by the Agency of the completed project.

Addendum – The modification of the plans and/or specifications issued to all prospective Bidders during the period when necessary to change, correct, clarify or further define any phase of the work.

Agency – City of South Pasadena.

Agreement – See Contract.

Approved Equal – or words of like import refer to and indicate material that has been approved by the City Engineer as similar and equal in all respects and acceptable for use in lieu of the particular materials as specified herein. No "approved equal" material shall be used in any of the work unless approved to use it is first obtained in writing from the City Engineer. The City reserves the right to reject any and all materials, either before or

after installation that are not specified or approved by the City Engineer in writing. In all cases where proprietary articles are specified, it is the intent of these specifications to permit the use of approved equals, unless specifically prohibited. Requests for "Approved Equal" status for proposed substitutions shall be submitted within ten (10) days after the award of the contract. Such requests shall include substantiating data and the proposed credit to the contract price for the use of such substitution, should it be approved.

Approved, Required, Directed – or words of similar import, refer to and indicate that the work or materials shall be “approved,” “required,” or “directed” by the City of South Pasadena or its duly authorized representative.

Assessment Act Contract – A Contract financed by special assessments

Base – A layer of specified material of planned thickness placed immediately below the pavement or surfacing.

Bid – The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work.

Bidder – Any individual, firm, partnership, corporation, or combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

Board – City Council of the City of South Pasadena.

Bond – Bid, performance, or payment bond or other instrument of security.

Cash Contract – A Contract financed by means other than special assessments.

Change Order – A written order to the Contractor signed by the Agency directing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract time issued after the effective date of the Contract. A Change Order may or may not also be signed by the Contractor.

City – City of South Pasadena

City Council – The body constituting the awarding authority of the City, namely the City Council of the City of South Pasadena.

Code – The terms *Government Code*, *Labor Code*, etc., refer to codes of the State of California.

Contract – The written agreement between the Agency and the Contractor covering the Work.

Contract Documents – As listed in paragraph 1 of the Contract/Agreement.

Contractor – The person or persons, co-partnership or corporation, private or municipal, who have entered into contract for this work as parties or party of the second part of his or her legal representatives.

Contract Price – The total amount of money for which the Contract is awarded.

Contract Unit Price – The amount stated in the Bid for a single unit of an item of work.

County Sealer – The Sealer of Weights and Measures of the county in which the Contract is let.

Day – Working day, except as otherwise provided.

Days – Days shall mean consecutive calendar’s days unless otherwise specified.

Department of Public Works or Department – City of South Pasadena Public Works Department.

Due Notice – A written notification, given in due time, of a proposed action where such notification is required by the contract to be given a specified interval of time (usually 48 hours or two working days) prior to the commencement of the contemplated action. Notification may be from City to Contractor or from Contractor to City.

Electrolier – Street light assembly complete, including foundation, standard, luminaire arm, luminaire, etc.

Engineer – The City Engineer of the City of South Pasadena, acting either directly or through authorized agent.

Geotextile – Synthetic fiber used in civil engineering applications, serving the primary functions of separation and filtration.

House Connection Sewer – A sewer, within a public street or right-of-way, proposed to connect any parcel, lot or part of a lot with a mainline sewer.

House Sewer – A sewer, wholly within private property, proposed to connect any building to a house connection sewer.

Laboratory – Any laboratory of a public agency or a recognized commercial testing laboratory approved by CDHS.

Luminaire – The lamp housing including the optical and socket assemblies (and ballast if so specified).

Luminaire Arm – The structural member, bracket, or mast arm, which, mounted on the standard, supports the luminaire.

Modification – Includes Change Orders and Supplemental Agreements. A Modification may only be issued after the effective date of the Contract.

Notice of Award – The written notice by the Agency to the successful Bidder stating that upon compliance by it with the required conditions, the Agency will execute the Contract.

Notice to Proceed – A written notice given by the Agency to the Contractor fixing the date on which the Contract time will start.

Owner – City of South Pasadena.

Person – Any individual, firm, association, partnership, corporation, trust, joint venture, or other legal entity.

Plans – The drawings, profiles, cross sections, working drawings, and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions, or details of the Work.

Private Contract – Work subject to Agency inspection, control, and approval, involving private funds, not administered by the Agency.

Prompt – The briefest interval of time required for a considered reply, including time required for approval by a governing body.

Proposal – See Bid.

Reference Specifications – Those bulletins, standards, rules, methods of analysis or test, codes, and specifications of other agencies, engineering societies, or industrial associations referred to in the Contract Documents. These refer to the latest edition, including amendments in effect and published at the time of advertising the project or issuing the permit, unless specifically referred to by edition, volume, or date.

Roadway – The portion of a street reserved for vehicular use.

Service Connection – Service connections are all or any portion of the conduit, cable, or duct, including meter, between a utility distribution line and an individual consumer.

Sewer – Any conduit intended for the reception and transfer of sewage and fluid industrial waste.

Special Provisions – Additions and revisions to the Standard Specifications setting for the conditions and requirements peculiar to the Work.

Specifications – Standard Specifications, Reference Specifications, Special Provisions, and specifications in Supplemental Agreements between the Contractor and the Board.

Standard – The shaft or pole used to support street lighting luminaire, traffic signal heads, mast arms, etc.

Standard Plans – Details of standard structures, devices, or instructions referred to on the Plans or in Specifications by title or number.

Standard Specifications – The Standard Specifications for Public Works Construction (SSPWC), the “Greenbook”.

State – State of California.

Storm Drain – Any conduit and appurtenances intended for the reception and transfer of storm water.

Street – Any road, highway, parkway, freeway, alley, walk, or way.

Subbase – A layer of specified materials of planned thickness between a base and the subgrade.

Subcontractor – An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work.

Subgrade – For roadways, that portion of the roadbed on which pavement, surfacing, base, subbase, or a layer of other materials is placed. For structures, the soil prepared to support a structure.

Supervision – Supervision, where used to indicate supervision by the Engineer, shall mean the performance of obligations, and the exercise of rights, specifically imposed upon and granted to the Agency in becoming a party to the Contract. Except as

specifically stated herein, supervision by the Agency shall not mean active and direct superintendence of details of the Work.

Supplemental Agreement – A written amendment of the Contract Documents signed by both parties.

Surety – Any individual, firm, or corporation, bound with and for the Contractor for the acceptable performance, execution, and completion of the Work, and for the satisfaction of all obligations incurred.

Tonne – Also referred to as “metric ton”. Represents a unit of measure in the International System of Units equal to 1,000 kilograms.

Utility – Tracks, overhead or underground wires, pipeline, conduits, ducts, or structures, sewers, or storm drains owned, operated, or maintained in or across a public right of way or private easement.

Work – That which is proposed to be constructed or done under the Contract or permit, including the furnishing of all labor, materials, equipment, and services.

1-3 ABBREVIATIONS

SSPWC	Standard Specifications for Public Works Construction, latest edition, including all amendments
AGC	Associated General Contractors of America
APWA	American Public Works Association
ASA	American Standards Association
BGS	Below Ground Surface
BMP	Best Management Practices
CALTRANS	State of California Department of Transportation or DOT
CITY W	City Water
CDHS	California Department of Health Services
LACDPW	Los Angeles County Department of Public Works
LACSD	County Sanitation Districts of Los Angeles County
NPDES	National Pollutant Discharge Elimination System
PTT	Pacific Telephone and Telegraph Company
SCG	Southern California Gas Company
SCE	Southern California Edison Company
SWPPP	Storm Water Pollution Prevention Plan
WWECP	Wet Weather Erosion Control Plan

1-4 UNITS OF MEASURE

1-4.1 General. The International System of Units, also referred to as SI or the metric system, is the principal measurement system in these specifications and shall be used for construction, unless otherwise stated in the Contract Documents. U.S. Standard Measures, also called U.S. Customary System, are included in parenthesis. SI units and U.S. Standard Measures in parenthesis may or may not be exactly equivalent. If U.S. Standard Measures are specified for use in the contract documents, then all values used for construction shall be U.S. Standard Measures shown in parenthesis. However, certain materials specifications and test requirements contained herein use SI units specifically and conversions to U.S. Standard Measures have not

been included in these circumstances. When U.S. Standard Measures are not included in parenthesis, then the SI units shall control.

Reference is also made to ASTM E 380 for definitions of various units of the SI system and a more extensive set of conversion factors.

1-4.2 Units of Measure and Their Abbreviations.

U.S. Customary Unit (Abbreviations)	Equal To	SI Unit (Abbreviations)
1 mil (= 0.0001 in)		25.4 micrometer (μm)
1 inch (in)		25.4 millimeter (mm)
1 inch (in)		2.54 centimeter (cm)
1 foot (ft)		0.3048 meter (m)
1 yard (yd)		0.9144 meter (m)
1 mile (mi)		1.6093 kilometer (km)
1 square foot (ft^2)		0.0929 square meter (m^2)
1 square yard (yd^2)		0.8361 square meter (m^2)
1 cubic foot (ft^3)		0.0283 cubic meter (m^3)
1 cubic yard (yd^3)		0.7646 cubic meter (m^3)
1 acre		0.4047 hectare (ha)
1 U.S. gallon (gal)		3.7854 Liter (L)
1 fluid ounce (fl. oz.)		29.5735 milliliter (mL)
1 pound mass (lb) (avoirdupois)		0.4536 kilogram (kg)
1 ounce mass (oz)		0.02835 kilogram (kg)
1 Ton (= 2000 lb avoirdupois)09072 Tonne (= 907 kg)
1 Poise		0.1 pascal ` second (Pa ` s)
1 centistoke (cs)		1 square millimeters per second (mm^2/s)
1 pound force (lbf)		4.4482 Newton (N)
1 pounds per square inch (psi)		6.8948 Kilopascal (kPa)
1 pound force per foot (lbf/ft)		1.4594 Newton per meter (N/m)
1 foot-pound force (ft-lbf)		1.3558 Joules (J)
1 foot-pound force per second ([ft-lbf]/s)		1.3558 Watt (W)
1 part per million (ppm)		1 milligram /liter (mg/L)

Temperature Units and Abbreviations

Degree Fahrenheit (°F):
°F = (1.8 x °C) + 32

Degree Celsius (°C):
°C = (F - 32) / 1.8

SI Units (abbreviation) Commonly Used in Both Systems

1 Ampere (A)

1 Volt (V)

1 Candela (cd)

1 Lumen (lm)

1 second (s)

Common Metric Prefixes

kilo (k)	10 ³
centi (c)	10 ⁻²
milli (m)	10 ⁻³
micro (μ)	10 ⁻⁶
nano (n)	10 ⁻⁹
pico (p)	10 ⁻¹²

1-5 SYMBOLS.

Δ	Delta, the central angle or angle between tangents
∠	Angle
%	Percent
‘	Feet or minutes
“	Inches or seconds
1	Number
/	per or (between words)
°	Degree
PL	Property line
CL	Centerline
SL	Survey line or station line

SECTION 2 – SCOPE AND CONTROL OF WORK

2-1 AWARD AND EXECUTION OF CONTRACT. Award and execution of Contract will be as provided for in the Specifications, Instructions to Bidders, or Notice Advertising for Bids. By mutual consent in writing of the parties signatory to the contract, alterations or deviations, increase or decreases, additions or omissions, in the plans and specifications may be made and the same shall in no way affect or make void the contract.

2-2 ASSIGNMENT. No Contract or portion thereof may be assigned without consent of the Board, except that the Contractor may assign money due or which will accrue to it under the Contract. If given written notice, such assignment will be recognized by the Board to the extent permitted by law. Any assignment of money shall be subject to all property withholdings in favor of the Agency and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by the Agency for completion of the Work, should the Contractor be in default.

2-3 SUBCONTRACTS.

2-3.1 General. Each Bidder shall comply with the Chapter of the Public Contract Code including Sections 4100 through 4113. The following excerpts or summaries of some of the requirements of this Chapter are included below for information:

The Bidder shall set for the in the Bid, as provided in 4104:

“(a) The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor’s total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor’s total bid or ten thousand dollars (\$10,000), whichever is greater.”

“(b) The portion of the work which will be done by each such subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his bid.”

If the Contractor fails to specify a Subcontractor, or specifies more than one Subcontractor for the same portion of the work to be performed under the Contract (in excess of one-half of 1 percent of the Contractor’s total Bid), the Contractor shall be qualified to perform that portion itself, and shall perform that portion itself, except as otherwise provided in the Code.

As provided in Section 4107, no Contractor whose Bid is accepted shall substitute any person as Subcontractor in place of the Subcontractor listed in the original Bid, except for causes and by procedures established in Section 4107.5. This section provides procedures to correct a clerical error in the listing of a Subcontractor.

Section 4110 provides that a Contractor violating any of the provisions of the Chapter violates the Contract and the Board may exercise the option either to cancel the Contract or assess the Contractor a penalty in an amount of not more than 10 percent of the subcontract involved, after a public hearing.

Contractor may not employ any Subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7. **2-3.2 Additional Responsibility.** The Contractor shall give personal attention to the fulfillment of the Contract and shall keep the Work under its control.

The Contractor shall perform, with its own organization, Contract work amounting to at least 50 percent of the Contract Price except that any designated “Specialty Items” may be performed by subcontract and the amount of any such “Specialty Items” so performed may be deducted from the Contract Price before computing the amount required to be performed by the Contractor with its own organization. “Specialty Items” will be identified by the Agency in the Bid or Proposal. Where an entire item is subcontracted, the value of work subcontracted will be based on the Contract Unit Price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract Unit Price. This will be determined from information submitted by the Contractor, and subject to approval by the Engineer.

Before the work of any Subcontractor is started, the Contractor shall submit to the Engineer for approval a written statement showing the work to be subcontracted giving the name and business of each Subcontractor and description and value of each portion of the work to be so subcontracted.

2-3.3 Status of Subcontractors. Subcontractors shall be considered employees of the Contractor, and the Contractor shall be responsible for their work.

2-4 CONTRACT BONDS. Before execution of the Contract, the Bidder shall file surety bonds with the Agency to be approved by the Board in the amounts and for the purposes noted below. Bonds shall be issued by a surety who is listed in the latest version of U.S. Department of Treasury Circular 570, who is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the Contract shall be deemed to be approved unless specifically rejected by the Agency. Bonds from all other sureties shall be accompanied by all of the documents enumerated in Code of Civil Procedure 995.660(a). The Bidder shall pay all bond premiums, costs, and incidentals.

Each bond shall incorporate, by reference, the Contract and be signed by both the Bidder and Surety and the signature of the authorized agent of the Surety shall be notarized.

The Bidder shall provide two good and sufficient surety bonds. The “Payment Bond” (Materials and Labor Bond) shall be for not less than 100 percent of the Contract Price, to satisfy claims of materials suppliers and mechanics and laborers employed by it on the Work, The bond shall be maintained by the Contractor in full force and effect until the Work is accepted by the Agency and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code.

The “Performance Bond” shall be for 100 percent of the Contract Price to guaranty faithful performance of all work, within the time prescribed, in manner satisfactory to the Agency, and that all materials and workmanship will be free from original or developed defects. The bond must remain in effect until the end of all warranty periods set forth in the Contract.

Should any bond become insufficient, the Contractor shall renew the bond within 10 days after receiving notice from the Agency.

Should any Surety at any time be unsatisfactory to the Board, notice will be given the Contractor to that effect. No further payments shall be deemed due or will be made under the Contract until a new Surety shall qualify and be accepted by the Board.

Changes in the Work or extensions of time, made pursuant to the Contract, shall in no way release the Contractor or Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.

The performance bond shall remain in effect at least until the date of acceptance by the Agency, unless the Engineer allows the date of substantial completion, or except as otherwise provided. The payment bond shall remain in effect until the Agency makes the final payment including retention that is due to the contractor.

The contractor warrants and guarantees to the Agency that all work will not be defective. Therefore, the contractor shall furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater, before the contract payment bond may be released or the retention payment paid. The warranty performance and payment bond shall be in effect until at least one year after the date of acceptance of the work by the Agency.

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General. The Contractor shall keep at the Work site a copy of the Plans and Specifications, to which the Engineer shall have access at all times.

The Plans, Specifications, and other Contract Documents shall govern the Work. The Contract Documents are intended to be complementary and cooperative. Anything specified in the Specifications and not shown on the Plans, or shown on the Plans and not specified in the Specifications, shall be as though shown on or specified in both.

The Plans shall be supplemented by such working drawings and shop drawings as are necessary to adequately control the Work.

The Contractor shall ascertain the existence of any conditions affecting the cost of the Work through a reasonable examination of the Work site prior to submitting the Bid.

Existing improvements visible at the Work site, for which no specific disposition is made on the Plans, but which interfere with the completion of the Work, shall be removed and disposed of by the Contractor.

The Contractor shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Engineer.

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. Changes shall not be made to any plan or drawing after the same has been approved by the Engineer, except by written direction of the Engineer. Should it appear that the work to be done, or any matter relative thereto is not sufficiently detailed or explained in these Specifications, Special Provisions, Technical Provisions, or Plans, the contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to such explanation or interpretation as part of the original specifications. In the event of doubt or questions relative to the true meaning of the specifications, reference shall be made to the City Council, whose decision thereon shall be final.

All final locations determined in the field, and any deviations from the Plans and Specification, shall be marked in red on the documents to show the as-built conditions. CONTRACTOR shall maintain a complete and accurate record of all changes of construction from that shown in these plans and specifications for the purpose of providing a basis for construction record drawings. No changes shall be made without prior written approval of the Engineer. Upon completion of the Project, CONTRACTOR shall deliver this record of all construction changes to the Engineer along with a letter which declares that other than these noted changes “the Project was constructed in conformance with the Contract Documents.” Final payment will not be made until this requirement is met.

As the figured dimensions shown on the drawings and in the specifications of the Contract may not in every case agree with scaled dimensions, the figured dimensions shall be followed in preference to the scaled dimensions, and drawings to a large scale shall be followed in preference to the drawings to a small scale. Should it appear that the work to be performed, or any related matter, are not sufficiently detailed or explained in the Contract documents, the CONTRACTOR shall apply to the Engineer for such further explanations as necessary, and shall conform to such further explanations provided by the Engineer as part of the Contract to the extent that it is consistent with the terms of the Contract.

Caution: The engineer preparing these plans will not be responsible or liable for unauthorized changes to or uses of these plans. All changes to the plans must be approved in writing by the Engineer.

2-5.2 Precedence of Contract Documents. If there is a conflict between any of the Contract Documents, the document highest in precedence shall control. The precedence shall be as follows:

- 1) Permits issued by jurisdictional regulatory agencies.
- 2) Change Orders and/or Supplemental Agreements; whichever occurs last.
- 3) Contract/Agreement
- 4) Addenda.
- 5) Bid/Proposal.
- 6) Technical Provisions
- 7) Special Provisions.
- 8) Plans.
- 9) Standard Plans.
- 10) Standard Specifications.
- 10) Reference Specifications.

Detail drawings take precedence over general drawings.

2-5.3 Submittals.

2-5.3.1 General. Submittals shall be provided, at the Contractor's expense, as required in 2-5.3.2, 2-5.3.3 and 2-5.3.4, when required by the Plans or Special Provisions, or when requested by the Engineer.

Materials shall neither be furnished nor fabricated, nor shall any work for which submittals are required be performed, before the required submittals have been reviewed and accepted by the Engineer. Neither review nor acceptance of submittals by the Engineer shall relieve the Contractor from responsibility for errors, omissions, or deviations from the Contract Documents, unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal. The Contractor shall be responsible for the correctness of the submittals.

The Contractor shall allow a minimum of 20 working days for review of submittals unless otherwise specified in the Special Provisions. Each submittal shall be accompanied by a letter of transmittal.

2-5.3.2 Working Drawings. Working drawings are drawings showing details not shown on the Plans which are required to be designed by the Contractor. Working drawings shall be of a size and scale to clearly show all necessary details.

Six copies and one reproducible shall be submitted. If no revisions are required, three of the copies will be returned to the Contractor. If revisions are required, the Engineer will return one copy along with the reproducible for resubmission. Upon acceptance, the Engineer will return two of the copies to the Contractor and retain the remaining copies and the reproducible.

Working drawings are required in the following subsections:

[table of working drawings]

Working drawings listed above as Items [insert #s] shall be prepared by a Civil or Structural Engineer registered by the State of California.

2-5.3.3 Shop Drawings. Shop drawings are drawings showing details of manufactured or assembled products proposed to be incorporated into the Work. Shop drawings required shall be as specified in the Special Provisions.

2-5.3.4 Supporting Information. Supporting information is information required by the Specifications for the purposes of administration of the Contract, analysis for verifications of conformance with the Specifications, the operation and maintenance of a manufactured product or system to be constructed as part of the Work, and other information as may be required by the Engineer. Six copies of the supporting information shall be submitted to the Engineer prior to the start of the Work unless otherwise specified in the Special Provisions or directed by the Engineer. Supporting information for systems shall be bound together and include all manufactured items for the system. If resubmittal is not required, three copies will be returned to the Contractor. Supporting information shall consist of the following and is required unless otherwise specified in the Special Provisions:

- 1) List of Subcontractors per 2-3.2.
- 2) List of Materials per 4-1.4.
- 3) Certifications per 4-1.5.

- 4) Construction Schedule per 6-1.
- 5) Confined Space Entry Program per 7-10.4.4.
- 6) Concrete mix designs per 201-1.1
- 7) Asphalt concrete mix designs per 203-6.1.

8) Data, including, but not limited to, catalog sheets, manufacturer's brochures, technical bulletins, specifications, diagrams, product samples, and other information necessary to describe a system, product or item. This information is required for irrigation systems, street lighting systems, and traffic signals, and may also be required for any product, manufactured item, or system.

2-6 WORK TO BE DONE. The Contractor shall perform all work necessary to complete the Contract in a satisfactory manner. Unless otherwise provided, the Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the Work.

Where the manufacturer of any material or equipment provides written recommendations or instructions for its use or method or installation (including labels, tags, manuals or trade literature), such recommendations or instructions shall be compiled with except where the contract documents specifically require deviations.

2-7 SUBSURFACE DATA. All soil and test hole data, water table elevations, and soil analyses shown on the drawings or included in the Specifications apply only at the location of the test holes and to the depths indicated. Soil test reports for test holes which have been drilled are available for inspection at the office of the Engineer. Any additional subsurface exploration shall be done by Bidder or the Contractor at their own expenses.

2-8 RIGHT-OF-WAY. Rights-of-way, easements, or rights-of-entry for the Work will be provided by the Agency. Unless otherwise provided, the Contractor shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas and facilities temporarily required. The Contractor shall indemnify and hold the Agency harmless from all claims for damages caused by such actions.

When the contractor arranges for additional work areas and facilities temporarily required by him, he shall provide the City with proof that the additional work areas and/or facilities have been left in a condition satisfactory to the owner(s) of said work areas and/or facilities prior to acceptance of the work.

2-9 SURVEYING.

2-9.1 Permanent Survey Markers. The contractor shall notify the Engineer, or the owner on a Private Contract, at least 7 days before starting work to allow for the preservation of survey monuments, lot stakes (tagged), and bench marks. The Engineer, or the owner at its cost, shall file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor prior to the start of construction and also prior to the completion of construction for the replacement of survey monuments. The Contractor shall not disturb survey monuments, lot stakes (tagged), or bench marks without the consent of the Engineer or the owner on Private Contracts. The Contractor shall bear the expense of replacing any that may be disturbed without permission. Replacement shall be done only under the direction of the Engineer by Registered (licensed) Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state.

When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the Contractor shall adjust the monument cover to the new grade within 7 days of finished paving unless otherwise specified.

2-9.2 Survey Service.

The Contractor shall furnish all labor, materials, equipment, and services, and be responsible for all surveying, staking, and layout necessary for the construction of the improvements. Consequently, any reference to the Engineer providing such services shall be disregarded.

Lines and grades for construction shall be the responsibility of the Contractor. All work under this contract shall be built in accordance with the lines and grades shown on the plans. Staking shall be performed on all items ordinarily requiring grade and alignment at intervals normally accepted by the agencies and trade involved.

The contractor is responsible for locating and tying existing survey monuments and centerline points prior to construction, reestablishing such monuments or points after construction, and filing a Corner Record with the County Surveyor before the project may be considered for acceptance by the agency.

All such surveys, including construction staking, shall be under the supervision of a California-Licensed Land Surveyor or Civil Engineer authorized to perform surveying.

The Contractor shall provide a copy of the office calculations and grade sheets to the Owner's Inspector. The Contractor shall be responsible for any error in the finished work, and shall notify the Engineer within 24 hours of any discrepancies or design errors discovered during staking.

The contractor shall cover the cost of the survey service, which is considered incidental work, and no additional compensation will be allowed therefore.

2-9.3 Private Engineers. Surveying by private engineers on the Work shall conform to the quality and practice required by the Engineer.

2-9.4 Line and Grade. All work shall conform to the lines, elevations, and grades shown on the Plans.

Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the Engineer. In the absence of such report, the Contractor shall be responsible for any error in the grade of the finished work.

Grades for underground conduits will be set at the surface of the ground. The Contractor shall transfer them to the bottom of the trench.

2-10 AUTHORITY OF BOARD AND ENGINEER. The Board has the final authority in all matters affecting the Work. Within the scope of the Contract, the Engineer has the authority to enforce compliance with the Plans and Specifications. The Contractor shall promptly comply with instructions from the Engineer or an authorized representative.

The decision of the Engineer is final and binding on all questions relating to: quantities; acceptability of materials, equipment, or work; execution, progress or sequence of work; and interpretation of the Plans, Specifications, or other drawings. This shall be precedent to any payment under the Contract, unless otherwise ordered by the Board.

The Engineer shall retain all written protests filed, and, upon completion of the work, shall submit all such protests to the City Council, together with a copy of the Engineer's prior written decisions for consideration by the City Council at the time of final acceptance of the work. The Contractor or its representative may appear and be heard by the City Council concerning any such protests. In connection with acceptance of the work and final payment under the Contract, the City Council shall make its determination with respect to each protest filed with the Engineer. The decision of the City Council shall be final.

2-11 INSPECTION. The Work is subject to inspection and approval by the Engineer. The Contractor shall notify the Engineer before noon of the working day before inspection is required. Work shall be done only in the presence of the Engineer, unless otherwise authorized. Any work done without proper inspection will be subject to rejection. The Engineer and any authorized representatives shall at all times have access to the Work during its construction at shops and yards as well as the project site. The Contractor shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with these specifications. Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

The City may provide inspection for an 8-hour day and 40-hour week for normal working days. Inspection work requested by the contractor outside of the prescribed working hours shall be paid by the contractor at the City's overtime rate.

SECTION 3 – CHANGES IN WORK

3-1 CHANGES REQUESTED BY THE CONTRACTOR.

3-1.1 General. Changes in the Plans and Specifications, requested in writing by the Contractor, which do not materially affect the Work and which are not detrimental to the Work or to the interests of the Agency, may be granted by the Engineer. Nothing herein shall be construed as granting a right to the Contractor to demand acceptance of such changes.

3-1.2 Payment for Changes Requested by the Contractor. If such changes are granted, they shall be made at a reduction in cost or no additional cost to the Agency.

3-2 CHANGES INITIATED BY THE AGENCY.

3-2.1 General. The Agency may change the Plans, Specifications, character of the work, or quantity of work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed 25 percent of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written Supplemental Agreement between the Contractor and Agency, unless both parties agree to proceed with the change by Change Order.

Change Orders shall be in writing and state the dollar value of the change or establish the method of payment, any adjustment in the Contract time of completion, and when negotiated prices are involved, shall provide for the Contractor's signature indicating acceptance.

3-2.2 Contract Unit Prices.

3-2.2.1 General. If a change is ordered in an item of work covered by a Contract Unit Price, and such change does not involve substantial change in character of the work from that shown on the Plans or specified in the Specifications, then an adjustment in payment will be made. This adjustment will be based upon the increase or decrease in quantity and the Contract Unit Price.

If the actual quantity of an item of work covered by Contract Unit Price and constructed in conformance with the Plans and Specifications varies from the Bid quantity by 25 percent or less, payment will be made at the Contract Unit Price. If the actual quantity of said item of work varies from the Bid quantity by more than 25 percent, payment will be made per 3-2.2.2 or 3-2.2.3 as appropriate.

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does involve a substantial change in the character of the work from that shown on the Plans or specified in the Specifications, an adjustment in payment will be made per 3-2.4.

3-2.2.2 Increases of More than 25 Percent. Should the actual quantity of an item of work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications, exceed the Bid quantity by more than 25 percent, payment for the quantity in excess of 125 percent of the Bid quantity will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the Contractor and the Agency, or at the option of the Engineer, on the basis of Extra Work per 3.3.

The Extra Work per 3-3, basis of payment, shall not include fixed costs. Fixed costs shall be deemed to have been recovered by the Contractor through payment for 125 percent of the Bid quantity at the Contract Unit Price.

3-2.2.3 Decreases of More Than 25 Percent. Should the actual quantity of an item of work covered by a Contract Unit Price, and constructed in conformance with the Plans and Specifications, be less than 75 percent of the Bid quantity, an adjustment in payment will not be made unless so requested in writing by the Contractor. If the Contractor so requests, payment will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the contractor and the Agency, or at the option of the Engineer, on the basis of Extra Work per 3.3; however, in no case will payment be less than would be made for the actual quantity at the Contract Unit Price nor more than would be made for 75 percent of the Bid quantity at the Contract Unit Price.

3-2.3 Stipulated Unit Prices. Stipulated Unit Prices are unit prices established by the Agency in the Contract Documents. Stipulated Unit Prices may be used for the adjustment of Contract changes when so specified in the Special Provisions.

3-2.4 Agreed Prices. Agreed Prices are prices for new or unforeseen work, or adjustments in Contract Unit Prices per 3-2.2, established by mutual agreement between the Contractor and the Agency. If mutual agreement cannot be reached, the Engineer may direct the Contractor to proceed on the basis of Extra Work in accordance per 3-3, except as otherwise specified in 3-2.2.2 and 3-2.2.3.

3-2.5 Eliminated Items. Should any Bud item be eliminated in its entirety, payment will be made to the Contractor for its actual costs incurred in connection with the eliminated item prior to notification in writing from the Engineer so stating its elimination.

If material conforming to the Plans and Specifications is ordered by the Contractor for use in the eliminated item prior to the date of notification of elimination by the Engineer, and if the order for the material cannot be canceled, payment will be made to the Contractor for the actual cost of the materials. In this case, the material shall become the property of the Agency. Payment will be made to the Contractor for its actual costs for any further handling. If the materials is returnable, the materials shall be returned and payment will be made to the Contractor for the actual cost of charges made by the supplier for returning the material and for handling by the Contractor.

Actual costs, as used herein, shall be computed on the basis of Extra Work per 3-3.

3-3 EXTRA WORK.

The contractor shall proceed with extra work only upon written order from the Engineer. For such extra work the contractor shall receive payment as agreed upon in writing, or shall be paid on force account. Work involving contract unit prices, the contractor shall not exceed any of the quantities in the proposal unless prior authorization from the engineer is obtained in writing.

3-3.1 General. New or unforeseen work will be classified as “extra work” when the Engineer determines that it is not covered by the Contract Unit Prices or stipulated unit prices.

3-3.2 Payment.

3-3.2.1 General. When the price for the extra work cannot be agreed upon, the Agency will pay for the extra work based on the accumulation of costs as provided herein.

3-3.2.2 Basis for Establishing Costs.

(a) Labor. The costs of labor will be the actual costs for wages of workers performing the extra work at the time the extra work is done, plus employer payments of payroll taxes, workers compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs, resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collection bargaining agreements.

The use of a labor classification which would increase the extra work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to extra work will be paid.

Nondirect labor costs, including superintendence, shall be considered part of the markup of 3-3.2.3(a).

(b) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the job site in the quantities involved, plus sales tax, freight, and delivery.

The Agency reserves the right to approve materials and sources of supply, or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any materials provided by the Agency.

(c) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$200 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included.

If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the Agency than holding it at the Work site, it shall be returned, unless the Contractor elects to keep it at the Work site, at no expense to the Agency.

All equipment shall be acceptable to the Engineer, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

The reported rental time for equipment already at the Work site shall be the duration of its use on the extra work. This time begins when equipment is first put into actual operation on the extra work, plus the time required to move it from its previous site and back, or to a closer site.

(d) Other Items. The Agency may authorize other items which may be required on the extra work, including labor, services, materials, and equipment. These items must be different in their nature from those required for the Work, and be of a type not ordinarily available from the Contractor or Subcontractors.

Invoices covering all such items in detail shall be submitted with the request for payment.

(e) Invoices. Vendors' invoices for materials, equipment rental and other expenditures shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, the Agency may establish the cost of the item involved at the lowest price which was current at the time of the report.

3-3.2.3 Markup.

Markup limited to:

Labor	20 %
Materials	15 %
Equipment Rental	15 %
Other	15 %

(a) Work by Contractor. Unless otherwise provided in the Special Provisions, a reasonable allowance for overhead and profit shall be added to the Contractor's costs as determined under 3-3.2.2 and shall constitute the markup for all overhead and profit on work by the Contractor. The Contractor shall also be compensated for the actual increase in the Contractor's bond premium caused by the extra work.

(b) Work by Subcontractor. When any of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's costs

as determined under 3-3.2.2. Unless otherwise provided in the Special Provisions, a reasonable allowance for the Contractor's overhead and profit shall be added to the sum of the Subcontractor's costs and markup and shall constitute the markup for all overhead and profit for the Contractor on work by the Subcontractor.

3-3.3 Daily Reports by Contractor. When the price for the extra work cannot be agreed upon, the Contractor shall submit a daily report to the Engineer on forms approved by the Agency. Included are applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and other services and expenditures when authorized. Failure to submit the daily report by the close of the next working day may waive any rights for that day. An attempt shall be made to reconcile the report daily, and it shall be signed by the Engineer and the Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the Contractor.

The report shall:

1. Show names of workers, classifications, and hours worked.
2. Describe and list quantities of materials used.
3. Show type of equipment, size, identification number, and hours of operations, including loading and transportation, if applicable.
4. Describe other services and expenditures in such detail as the Agency may require.

3-4 CHANGED CONDITIONS. The Contractor shall promptly notify the Engineer of the following Work site conditions (hereinafter called changed conditions), in writing, upon their discovery and before they are disturbed.

1. Subsurface or latent physical conditions differing materially from those represented in the Contract;
2. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed; and
3. Material differing from that represented in the Contract which the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

The Engineer will promptly investigate conditions which appear to be changed conditions. If the Engineer determines that the conditions are changed conditions and will materially affect costs, a Change Order will be issued adjusting the compensation for such portion of the Work in accordance with 3-2.2. If the Engineer determines that conditions are changed conditions and they will materially affect performance time, the Contractor, upon submitting a written request, will be granted an extension of time subject to the provisions of 6-6.

If the Engineer determines that the conditions do not justify an adjustment in compensation, the Contractor will be notified in writing. This notice will also advise the Contractor of its obligation to notify the Engineer in writing if the Contractor disagrees.

Should the Contractor disagree with the decision, it may submit a written notice of potential claim to the Engineer before commencing the disputed work. In the event of such a dispute, the Contractor shall not be excused from any scheduled completion date provided by the Contract and shall proceed with all work to be performed under the Contract. However, the Contractor shall retain any and all rights provided by either Contract or law which pertain to the resolution of disputes and protests between the contracting parties. The Contractor shall proceed as provided in 3-5.

The Contractor's failure to give notice of changed conditions promptly upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith.

3-5 DISPUTED WORK. If the Contractor and the Agency are unable to reach agreement on disputed work, the Agency may direct the Contractor to proceed with the work. Payment shall be as later determined by mediation or arbitration, if the Agency and Contractor agree thereto, or as fixed in a court of law.

Although not to be construed as proceeding under extra work provisions, the Contractor shall keep and furnish records of disputed work in accordance with 3-3.

SECTION 4 – CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP.

4-1.1 General. All materials, parts, and equipment furnished by the Contractor in the Work shall be new, high grade, and free from defects. Quality of work shall be in accordance with the generally accepted standards. Materials and work quality shall be subject to the Engineer's approval.

Materials and work quality not conforming to the requirements of the Specifications shall be considered defective and will be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the site by the contractor, at its expense, when so directed by the Engineer.

If the Contractor fails to replace any defective or damaged work or materials after reasonable notice, the Engineer may cause such work or materials to be replaced. The replacement expense will be deducted from the amount to be paid to the Contractor.

Used or secondhand materials, parts, and equipment may be used only if permitted by the Specifications.

4-1.2 Protection of Work and Materials. The Contractor shall provide and maintain storage facilities and employ such measures as will preserve the specified quality and fitness of materials to be used in the Work. Stored materials shall be reasonably accessible for inspection. The Contractor shall also adequately protect new and existing work and all items of equipment for the duration of the Contract.

The Contractor shall not, without the Agency's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the Contract.

4-1.3 Inspection Requirements.

At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the contractor or producer of material to be used in the work, for testing or examination as desired by the Engineer. All tests of industry materials furnished by the contractor shall be made in accordance with commonly recognized industry standards or special methods and tests as prescribed in these specifications.

The contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of material.

4-1.3.1 General. Unless otherwise specified, inspection is required at the source for such typical materials and fabricated items as bituminous paving mixtures, structural concrete, metal fabrication, metal casting, welding, concrete pipe manufacture, protective coating application, and similar shop or plant operations.

Steel pipe in sizes less than 450 mm (18 inches) and vitrified clay and cast iron pipe in all sizes are acceptable upon certification as to compliance with the specifications, subject to sampling and testing by the Agency. Standard items of equipment such as electric motors, conveyors, elevators, plumbing fixtures, etc., are subject to inspection at the job site only. Special items of equipment such as designed electrical panel boards, large pumps, sewage plant equipment, etc., are subject to inspection at the source, normally only for performance testing. The Specifications may require inspection at the source for other items not typical of those listed in this section.

4-1.3.2 Inspection of Materials Not Locally Produced. When the Contractor intends to purchase materials, fabricated products, or equipment from sources located more than 80 km (50 miles) outside the geographical limits of the Agency, an inspector or accredited testing laboratory (approved by the Engineer), shall be engaged by the Contractor at its expense, to inspect the materials, equipment or process. This approval shall be obtained before producing any material or equipment. The inspector or representative of the testing laboratory shall judge the materials by the requirements of the Plans and Specifications. The contractor shall forward reports required by the Engineer. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by the approved agent. Approval by said agent shall not relieve the Contractor of responsibility for complying with the Contract requirements.

4-1.3.3 Inspection by the Agency. The Agency will provide all inspection and testing laboratory services within 80 km (50 miles) of the geographical limits of the Agency. For private contracts, all costs of inspection at the source, including salaries and mileage costs, shall be paid by the permittee.

4-1.4 Test of Materials. Before incorporation in the Work, the Contractor shall submit samples of materials, as the Engineer may require, at no cost to the Agency. The Contractor, at its expense, shall deliver the materials for testing to the place and at the time designated by the Engineer. Unless otherwise provided, all initial testing and a reasonable amount of retesting will be performed under the direction of the Engineer, and at no expense to the Contractor. If the Contractor is to provide and pay for testing, it will be stated in the Specifications. For private contracts, the testing expense shall be borne by the permittee.

The Contractor shall notify the Engineer in writing, at least 15 days in advance, of its intention to use materials for which tests are specified, to allow sufficient time to perform the tests. The notice shall name the proposed supplier and source of material.

If the notice of intent to use is sent before the materials are available for testing or inspection, or is sent so far in advance that the materials on hand at the time will not last but will be replaced by a new lot prior to use on the Work, it will be the Contractor's responsibility to renotify the Engineer when samples which are representative may be obtained.

4-1.5 Certification. The Engineer may waive materials testing requirements of the Specifications and accept the manufacturer's written certification that the materials to be supplied meet those requirements. Materials test data may be required as part of the certification.

4-1.6 Trade Names or Equals. The Contractor may supply any of the materials specified or offer an equivalent. The Engineer shall determine whether the material offered is equivalent to that specified. Adequate time shall be allowed for the Engineer to make this determination.

Whenever any particular material, process, or equipment is indicated by patent, proprietary or brand name, or by name of manufacturer, such wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words **or equal**. A listing of materials is not intended to be comprehensive, or in order of preference. The Contractor may offer any material, process, or equipment considered to be equivalent to that indicated. The substantiation of offers shall be submitted as provided in the Contract Documents.

The Contractor shall, at its expense, furnish data concerning items offered by it as equivalent to those specified. The Contractor shall have the material tested as required by the Engineer to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the item will fulfill its intended function.

Test methods shall be subject to the approval of the Engineer. Test results shall be reported promptly to the Engineer, who will evaluate the results and determine if the substitute item is equivalent. The Engineer's findings shall be final. Installation and use of a substitute item shall not be made until approved by the Engineer.

If a substitute offered by the Contractor is not found to be equal to the specified material, the Contractor shall furnish and install the specified material.

The specified Contract completion time shall not be affected by any circumstance developing from the provisions of this section.

4-1.7 Weighing and Metering Equipment. All scales and metering equipment used for proportioning materials shall be inspected for accuracy and certified within the past 12 months by the State of California Bureau of Weights and Measures, by the County Director or Sealer of Weights and Measures, or by a scale mechanic registered with or licensed by the County.

The accuracy of the work of a scale service agency, except as stated herein, shall meet the standards of the California Business and Professions Code and the California Code of Regulations pertaining to weighing devices. A certificate of compliance shall be presented, prior to operation, to the Engineer for approval and shall be renewed whenever required by the Engineer at no cost to the Agency.

All scales shall be arranged so they may be read easily from the operator's platform or area. They shall indicate the true net weight without the application of any factor. The figures of the scales shall be clearly legible. Scales shall be accurate to within 1 percent when tested with the plant shut down. Weighing equipment shall be so insulated against vibration or moving of other operating equipment in the plant area that the error in weighing with the entire plant running will not exceed 2 percent for any setting nor 1.5 percent for any batch.

4-1.8 Calibration of Testing Equipment. Testing equipment, such as, but not limited to pressure gages, metering devices, hydraulic systems, force (load) measuring instruments, and strain-measuring devices shall be calibrated by a testing agency acceptable to the Engineer at intervals not to exceed 12 months and following repairs, modification, or relocation of the equipment. Calibration certificates shall be provided when requested by the Engineer.

4-1.9 Construction Materials Dispute Resolution (Soils, Rock Materials, Concrete, Mortar and Related Materials, Masonry Materials, Bituminous Materials, Rock Products, and Modified Asphalts). In the interest of safety and public value, whenever credible evidence arises to contradict the test values of materials, the Agency and the Contractor will initiate, an immediate and cooperative investigation. Test values of materials are results of the materials' tests, as defined by these Specifications or by the special provisions, required to accept the Work. Credible evidence is process observations or test values gathered using industry accepted practices. A contradiction exists whenever work acceptance or performance becomes suspect. The investigation shall allow access to all test results, procedures, and facilities relevant to the disputed work and consider all available information and, when necessary, gather new and additional information in an attempt to determine the validity, the cause, and if necessary, the remedy to the contradiction. If the cooperative investigation reaches any resolution mechanism acceptable to both the Agency and the Contractor, the contradiction shall be considered resolved and the cooperative investigation concluded.

Whenever the cooperative investigation is unable to reach resolution, the investigation may then either conclude without resolution or continue by written notification of one party to the other requesting the implementation of a resolution process by committee. The continuance of the investigation shall be contingent upon recipient's agreement and acknowledged in writing within 3 calendar days after receiving a request. Without acknowledgement, the investigation shall conclude without resolution. The committee shall consist of three State of California Registered Civil Engineers. Within 7 calendar days after the written request notification, the Agency and the Contractor will each select one engineer. Within 14 calendar days of the written request notification, the two selected engineers will select a third engineer. The goal in selection of the third member is to complement the professional experience of the first two engineers. Should the two engineers fail to select the third engineer, the Agency and the Contractor shall each propose 2 engineers to be the third member within 21 calendar days after the written request notification. The first two engineers previously selected shall then select one of the court proposed engineers in a blind draw.

The committee shall be a continuance of the cooperative investigation and will re-consider all available information and if necessary gather new and additional information to determine the validity, the cause, and if necessary, the remedy to the contradiction. The committee will focus upon the performance adequacy of the material(s) using standard engineering principles and practices and to ensure public value, the committee may provide engineering recommendations as necessary. Unless otherwise agreed, the committee will have 30

calendar days from its formation to complete their review and submit their findings. The final resolution of the committee shall be by majority opinion, in writing, stamped and signed. Should the final resolution not be unanimous, the dissenter may attach a written, stamped, and signed minority opinion.

Once started, the resolution process by committee shall continue to full conclusion unless:

1. Within 7 days of the formation of the committee, the Agency and the Contractor reach an acceptable resolution mechanism; or
2. Within 14 days of the formation of the committee, the initiating party withdraws its written notification and agrees to bear all investigative related costs thus far incurred; or
3. At any point by the mutual agreement of the Agency and the Contractor.

Unless otherwise agreed, the Contractor shall bear and maintain a record for all the investigative costs until resolution. Should the investigation discover assignable causes for the contradiction, the assignable party, the Agency or the Contractor, shall bear all costs associated with the investigation. Should assignable causes for the contradiction extended to both parties, the investigation will assign costs cooperatively with each party or when necessary, equally. Should the investigation substantiate a contradiction without assignable cause, the investigation will assign costs cooperatively with each party or when necessary, equally. Should the investigation be unable to substantiate a contradiction, the initiator of the investigation shall bear all investigative costs. All claim notification requirements of the contract pertaining to the contradiction shall be suspended until the investigation is concluded.

SECTION 5 – UTILITIES

5-1 LOCATION. The Permittee (in the case of Private Contracts) and the Agency (in the case of Cash or Assessment Act Contracts), will search known substructure records and furnish the Contractor with copies of documents which describe the location of utility substructures, or will indicate on the Plans for the project those substructures (except for service connections) which may affect the Work. Information regarding removal, relocation, abandonment, or installation of new utilities will be furnished to prospective bidders.

Where underground main distribution conduits such as water, gas, sewer, electric power, telephone, or cable television are shown on the Plans, the Contractor shall assume that every property parcel will be served by a service connection for each type of utility.

As provided in Section 4216 of the California Government Code, at least 2 working days prior to commencing any excavation, the Contractor shall contact the regional notification center (Underground Service Alert of Southern California) and obtain an inquiry identification number.

The California Department of Transportation is not required by Section 4216 to become a member of the regional notification center. The Contractor shall contact it for location of its subsurface installations.

The Contractor shall determine the location and depth of all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by its operations. If no pay item is provided in the Contract for this work, full

compensation for such work shall be considered as included in the prices bid for other items of work.

The contractor is responsible to determine the exact location of utilities and its service connections during construction. The contractor shall notify the City of the exact location of any utility or service connection which is not shown or incorrectly shown on the plans.

The contractor shall be expected to maintain liaison with the affected utility company representatives, and shall notify them prior to beginning of the job and each time the particular utility is or could possibly be affected at least 24 hours in advance:

AT&T	626/570-5454
Edison Company	800/611-1911
Southern California Gas Company	818/701-3261
South Pasadena Water Department	626/403-7376
Time Warner Cable	626/855-3351

5-2 PROTECTION. The Contractor shall not interrupt the service function or disturb the support of any utility without authority from the owner or order from the Agency. All valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff.

Where protection is required to ensure support of utilities located as shown on the Plans or in accordance with 5-1, the Contractor shall, unless otherwise provided, furnish and place the necessary protection at its expense.

Upon learning of the existence and location of any utility omitted from or shown incorrectly on the Plans, the Contractor shall immediately notify the Engineer in writing. When authorized by the Engineer, support or protection of the utility will be paid for as provided in 3-2.2.3 or 3-3.

The Contractor shall immediately notify the Engineer and the utility owner if any utility is disturbed or damaged. The Contractor shall bear the costs of repair or replacement of any utility damaged if located as noted in 5-1.

When placing concrete around or contiguous to any non-metallic utility installation, the Contractor shall at its expense:

1. Furnish and install a 50 mm (2 inch) cushion of expansion joint material or other similar resilient material; or
2. Provide a sleeve or other opening which will result in a 50 mm (2 inch) minimum-clear annular space between the concrete and the utility; or
3. Provide other acceptable means to prevent embedment in or bonding to the concrete.

Where concrete is used for backfill or for structures which would result in embedment, or partial embedment, of a metallic utility installation; or where the coating, bedding or other cathodic protection system is exposed or damaged by the Contractor's operations, the Contractor

shall notify the Engineer and arrange to secure the advice of the affected utility owner regarding the procedures required to maintain or restore the integrity of the system.

5-3 REMOVAL. Unless otherwise specified, the Contractor shall remove all interfering portions of utilities shown on the Plans or indicated in the Bid documents as “abandoned” or “to be abandoned in place”. Before starting removal operations, the Contractor shall ascertain from the Agency whether the abandonment is complete, and the costs involved in the removal and disposal shall be included in the Bid for the items of work necessitating such removals.

5-4 RELOCATION. When feasible, the owners responsible for utilities within the area affected by the Work will complete their necessary installations, relocations, repairs, or replacements before commencement of work by the Contractor. When the Plans or Specifications indicate that a utility installation is to be relocated, altered, or constructed by others, the Agency will conduct all negotiations with the owners and work will be done at no cost to the Contractor, except as provided in 301-1.6. Utilities which are relocated in order to avoid interference shall be protected in their position and the cost of such protection shall be included in the Bid for the items of work necessitating such relocation.

After award of the Contract, portions of utilities which are found to interfere with the Work will be relocated, altered or reconstructed by the owners, or the Engineer may order changes in the Work to avoid interference. Such changes will be paid for in accordance with 3-2.

When the Plans of Specifications provide for the Contractor to alter, relocate, or reconstruct a utility, all costs for such work shall be included in the Bid for the items of work necessitating such work. Temporary or permanent relocation or alteration of utilities requested by the Contractor for its convenience shall be its responsibility and it shall make all arrangements and bear all costs.

The utility owner will relocate service connections as necessary within the limits of the Work or within temporary construction or slope easements. When directed by the Engineer, the Contractor shall arrange for the relocation of service connections as necessary between the meter and property line, or between a meter and the limits of temporary construction or slope easements. The relocation of such service connections will be paid for in accordance with provisions of 3-3. Payment will include the restoration of all existing improvements which may be affected thereby. The Contractor may agree with the owner of any utility to disconnect and reconnect interfering service connections. The Agency will not be involved in any such agreement.

5-5 DELAYS. The Contractor shall notify the Engineer of its construction schedule insofar as it affects the protection, removal, or relocation of utilities. Said notification shall be included as a part of the construction schedule required in 6-1. The Contractor shall notify the Engineer in writing of any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities.

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted, and completed in accordance with 5-1.

The Contractor may be given an extension of time for unforeseen delays attributable to unreasonably protracted interference by utilities in performing work correctly shown on the Plans.

The Agency will assume responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities within the area affected by the Work if such utilities are not identified in Contract Documents. The Contractor will not be assessed liquidated damages for any delay caused by failure of Agency to provide for the timely removal, relocation, or protection of such existing facilities.

If the Contractor sustains loss due to delays attributable to interferences, relocations, or alterations not covered by 5-1, which could not have been avoided by the judicious handling of forces, equipment, or plant, there shall be paid to the Contractor such amount as the Engineer may find to be fair and reasonable compensation for such part of the Contractor's actual loss as was unavoidable and the Contractor may be granted an extension of time.

5-6 COOPERATION. When necessary, the Contractor shall so conduct its operations as to permit access to the Work site and provide time for utility work to be accomplished during the progress of the Work.

SECTION 6 – PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. After notification of award and prior to start of any work, the Contractor shall submit its proposed construction schedule to the Engineer for approval. The construction schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show chronological relationship of all activities of the project. These include, but are not limited to: estimated starting and completion dates of various activities, submittal of shop drawings to the Engineer for approval, procurement of materials and scheduling of equipment. The construction schedule shall recognize the requirements of 5-5 and reflect completion of all work under the Contract within the specified time and in accordance with the Specifications.

Unless otherwise provided, the Contract time shall commence upon the date of issuance of a notice to proceed. The Work shall start within 15 days thereafter, and be diligently prosecuted to completion within the time provided in the Specifications.

If the Contractor desires to make a major change in the method of operations after commencing construction, or if the schedule fails to reflect the actual progress, the Contractor shall submit to the Engineer a revised construction schedule in advance of beginning revised operations.

The Engineer may waive these requirements for work constructed under permit.

6-2 PROSECUTION OF WORK. To minimize public inconvenience and possible hazard and to restore street and other work areas to their original condition and state of usefulness as soon as practicable, the Contractor shall diligently prosecute the Work to completion. If the Engineer determines that the Contractor is failing to prosecute the Work to the proper extent, the Contractor shall, upon orders from the Engineer, immediately take steps to remedy the situation. All costs of prosecuting the Work as described herein shall be included in the Contractor's Bid. Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders of the Engineer, the Engineer may suspend the Work in whole or part, until the Contractor takes said steps.

As soon as possible under the provisions of the Specifications, the Contractor shall backfill all excavations and restore to usefulness all improvements existing prior to the start of the Work.

If Work is suspended through no fault of the Agency, all expenses and losses incurred by the Contractor during such suspensions shall be borne by the Contractor. If the Contractor fails to properly provide for public safety, traffic, and protection of the Work during periods of suspension, the Agency may elect to do so, and deduct the cost thereof from monies due the Contractor. Such actions will not relieve the Contractor from liability.

6-3 SUSPENSION OF WORK.

6-3.1 General. The Work may be suspended in whole or in part when determined by the Engineer that the suspension is necessary in the interest of the Agency. The Contractor shall comply immediately with any written order of the Engineer. Such suspension shall be without liability to the Contractor on the part of the Agency except as otherwise specified in 6-6.3.

Should suspension of work be ordered by reason of the failure of the contractor to carry out orders or to perform any provisions of the contract; or by reason of weather conditions being unsuitable for performing any item or items of work; the contractor, at its expense, shall do all the work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public traffic during the period of such suspension. In the event that the contractor fails to perform the work above specified, the City will perform such work and the cost thereof will be deducted from payment due or to become due to the contractor.

If the Engineer orders a suspension of all of the work or a portion of the work which is the current controlling operation or operations due to unsuitable weather or to such other conditions as are considered unfavorable to the suitable prosecution of the work, the days on which the suspension is in effect shall not be considered working days.

If a portion of work at the time of such suspension is not a current controlling operation or operations, but subsequently does become the current controlling operation or operations, the determination of working days will be made on the basis of the then current controlling operation or operations.

If a suspension of work is ordered by the Engineer, due to the failure on the part of the contractor to carry out orders given or to perform any provision of the contract, the days on which the suspension order is in effect shall be considered working days if such days are working days as defined.

6-3.2 Archaeological and Paleontological Discoveries. If discovery is made of items of archaeological or paleontological interest, the Contractor shall immediately cease excavation in the area of discovery and shall not continue until ordered by the Engineer. When resumed, excavation operations within the area of discovery shall be as directed by the Engineer.

Discoveries which may be encountered may include, but not be limited to, dwelling sites, stone implements or other artifacts, animal bones, human bones, and fossils.

The Contractor shall be entitled to an extension of time and compensation in accordance with the provisions of 6-6.

6-4 DEFAULT BY CONTRACTOR. If the Contractor fails to begin delivery of material and equipment, to commence the Work within the time specified, to maintain the rate of delivery of

material, to execute the Work in the manner and at such locations as specified, or fails to maintain the Work schedule which will insure the Agency's interest, or, if the Contractor is not carrying out the intent of the Contract, the Agency may serve written notice upon the Contractor and the Surety on its Faithful Performance Bond demanding satisfactory compliance with the Contract.

The Contract may be canceled by the Board without liability for damage, when in the Board's opinion the Contractor is not complying in good faith, has become insolvent, or has assigned or subcontracted any part of the Work without the Board's consent. In the event of such cancellation, the Contractor will be paid the actual amount due based on Contract Unit Prices or lump sums bid and the quantity of the Work completed at the time of cancellation, less damages caused to the Agency by acts of the Contractor. The Contractor, in having tendered a Bid, shall be deemed to have waived any and all claims for damages because of cancellation of Contract for any such reason. If the Agency declares the Contract canceled for any of the above reasons, written notice to that effect shall be served upon the Surety. The Surety shall, within 5 days, assume control and perform the Work as successor to the Contractor.

If the Surety assumes any part of the Work, it shall take the contractor's place in all respects for that part, and shall be paid by the Agency for all work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

If the Surety does not assume control and perform the Work within 5 days after receiving a notice of cancellation, or fails to continue to comply, the Agency may exclude the Surety from the premises. The Agency may then take possession of all material and equipment and complete the Work by Agency forces, by letting the unfinished Work to another Contractor, or by a combination of such methods. In any event, the cost of completing the Work shall be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the Agency. If the sums due under the Contract are insufficient for completion, the Contractor or Surety shall pay to the Agency within 5 days after the completion, all costs in excess of the sums due.

The provisions of this subsection shall be in addition to all other rights and remedies available to the Agency under law.

6-5 TERMINATION OF THE CONTRACT. The Board may terminate the Contract at its own discretion or when conditions encountered during the Work make it impossible or impracticable to proceed, or when the Agency is prevented from proceeding with the Contract by act of God, by law, or by official action of a public authority.

6-6 DELAYS AND EXTENSIONS OF TIME.

6-6.1 General. If delays are caused by unforeseen events beyond the control of the Contractor, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays, except as provided in 6-6.3. Such unforeseen events may include: war, government regulations, labor disputes, strikes, fires, floods, adverse weather or elements necessitating cessation of work, inability to obtain materials, labor or equipment, required extra work, or other specific events as may be further described in the Specifications.

No extension of time will be granted for a delay caused by the Contractor's inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof. The proof must be provided in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

If delays beyond the Contractor's control are caused by events other than those mentioned above, the Engineer may deem an extension of time to be in the best interests of the Agency. The Contractor will not be entitled to damages or additional payment due to such delays, except as provided in 6-6.3.

If delays beyond the Contractor's control are caused solely by action or inaction by the Agency, such delays will entitle the Contractor to an extension of time as provided in 6-6.2.

6-6.2 Extensions of Time. Extensions of time, when granted, will be based upon the effect of delays to the Work. They will not be granted for noncontrolling delays to minor portions of the Work unless it can be shown that such delays did or will delay the progress of the Work.

6-6.3 Payment for Delays to Contractor. The Contractor will be compensated for damages incurred due to delays for which the Agency is responsible. Such actual costs will be determined by the Engineer. The Agency will not be liable for damages which the Contractor could have avoided by any reasonable means, such as judicious handling of forces, equipment, or plant. The determination of what damages the Contractor could have avoided will be made by the Engineer.

6-6.4 Written Notice and Report. If the Contractor desires payment for a delay as specified in 6-6.3 or an extension of time, it shall file with the Agency a written request and report of cause within 30 days after the beginning of the delay. The request for payment or extension must be made at least 15 days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the Agency to consider such request.

6-7 TIME OF COMPLETION

6-7.1 General. The Contractor shall complete the Work within the time set forth in the Contract. The Contractor shall complete each portion of the Work within such time as set forth in the Contract for such portion. Unless otherwise specified, the time of completion of the Contract shall be expressed in working days.

Where a single shift is worked, eight (8) consecutive hours between 8 a. m. and 5 p.m. shall constitute a day's work at straight time for all workers. Forty (40) hours between Monday, 8 a.m., and Friday, 5 p.m. shall constitute a week's work at straight time. Holidays as herein referred to shall be deemed to be:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day & day after
- Christmas

6-7.2 Working Day. A working day is any day within the period between the start of the Contract time as defined in 6-1 and the date provided for completion, or upon field acceptance by the Engineer for all work provided for in the Contract, whichever occurs first, other than:

1. Saturday,
2. Sunday,
3. any day designated as a holiday by the Agency,
4. any other day designated as a holiday in a Master Labor Agreement entered into by the Contractor or on behalf of the contractor as an eligible member of a contractor association,
5. any day the Contractor is prevented from working at the beginning of the workday for cause as defined in 6-6.1,
6. any day the Contractor is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause as defined in 6-6.1.

Construction work is limited to normal working hours unless prior written approval is obtained from the Engineer. Normal working hours are between the hours of 8 a.m. and 5 p.m. Deviation from these hours and days will not be permitted unless prior written consent is obtained from the Engineer, except in emergencies involving immediate hazard to persons or property. The Contractor shall obtain approval for any deviation from regular working hours or days by submitting a written request to the Engineer at least 5 working days in advance, for approval by the Engineer. Expenses for such deviation shall be included in the proposal prices, and will not be considered as an addition to the contract.

6-7.3 Contract Time Accounting. The Engineer will make a daily determination of each working day to be charged against the Contract time. These determinations will be discussed and the Contractor will be furnished a periodic statement showing allowable number of working days of Contract time, as adjusted, at the beginning of the reporting period. The statement will also indicate the number of working days charged during the reporting period and the number of working days of Contract time remaining. If the Contractor does not agree with the statement, it shall file a written protest within 15 days after receipt, setting forth the facts of the protest. Otherwise, the statement will be deemed to have been accepted.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY. The Work will be inspected by the Engineer for acceptance upon receipt of the Contractor's written assertion that the Work has been completed.

If, in the Engineer's judgment, the Work has been completed and is ready for acceptance, it will so certify to the Board, which may accept the completed Work. The Engineer will, in its certification to the Board, give the date when the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect the Work.

All work shall be warranted by the Contractor against defective workmanship and materials for a period of 1 year from the date the Work was completed. The Contractor shall replace or repair any such defective work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the Agency may perform this work and the Contractor's sureties shall be liable for the cost thereof.

6-9 LIQUIDATED DAMAGES. Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the Agency. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of the Contract shall constitute agreement by the Agency and Contractor that \$500 per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

It is agreed by the parties that if the improvements are not completed by the time prescribed to complete the work, City and Contractor agree that Contractor will pay to the City, not as a penalty, but as predetermined liquidated damages, the sum of **Five Hundred Dollars (\$500.00) per day** for each and every working day's delay beyond the time prescribed to complete the work.

Similarly, it is further agreed that in if signal operations, road striping, and signing are not coordinated or traffic lanes are not kept open for public use, on the days, at the times, and in the manner specified in the Contract Documents and the City approved traffic control plans, City and Contractor agree that Contractor will pay to City, not as a penalty, but as predetermined liquidated damages, the sum of **Five Hundred Dollars (\$500.00) per hour** for each and every hour that:

- (a) Contractor fails to keep open any traffic lane for public use as required by these Special Provisions and the City approved traffic control plans;
- (b) Contractor fails to temporary stripe the roadway prior to opening up the roadway for normal vehicular travel immediately following resurfacing;
- (c) Contractor fails to permanently re-stripe the roadway and remove any conflicting striping or delineation within seven (7) calendar days following resurfacing of that section of roadway;
- (d) Contractor fails to remove signs which conflict with new striping or fails to install signs required by the Contract Documents which are necessary for safe traffic movement; and/or
- (e) Contractor fails to turn on or coordinate modification to existing signal operations as required by these Special Provisions and the City approved traffic control plans.

Contractor agrees to pay such liquidated damages, and in case the same are not paid, Contractor agrees that the Agency may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the Agency shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contract, his heirs, assigns or sureties; and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension.

6-10 USE OF IMPROVEMENT DURING CONSTRUCTION. The Agency reserves the right to take over and utilize all or part of any completed facility or appurtenance. The Contractor will be notified in writing in advance of such action. Such action by the Agency will relieve the Contractor of responsibility for injury or damage to said completed portions of the improvement resulting from use by public traffic or from the action of the elements or from any other cause, except Contractor operations or negligence. The Contractor will not be required to reclean such portions of the improvement before field acceptance, except for cleanup made necessary by its operations. Nothing in this section shall be construed as relieving the Contractor from full responsibility for correcting defective work or materials.

In the event the Agency exercises its right to place into service and utilize all or part of any completed facility or appurtenance, the Agency will assume the responsibility and liability for injury to persons or property resulting from the utilization of the facility or appurtenance so placed into service, except for any such injury to persons or property caused by any willful or negligent act or omission by the Contractor, Subcontractor, their officers, employees, or agents.

SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR’S EQUIPMENT AND FACILITIES. The Contractor shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the Work. Such equipment and facilities shall meet all requirements of applicable ordinances and laws.

Parking of the Contractor's vehicles at any given location on City residential streets for more than twenty-four (24) hours, shall not be permitted.

7-2 LABOR.

7-2.1 General. Only competent workers shall be employed on the Work. Any person employed who is found to be incompetent, intemperate, troublesome, disorderly, or otherwise objectionable, or who fails or refuses to perform work properly and acceptably, shall be immediately removed from the Work by the Contractor and not be reemployed on the Work.

7-2.2 Laws. The Contractor, its agents and employees shall be bound by and comply with applicable provisions of the Labor Code and Federal, State and local laws related to labor.

The Contractor shall strictly adhere to the provisions of the Labor Code regarding minimum wages; the 8-hour day and 40-hour week; overtime; Saturday, Sunday, and holiday work; and nondiscrimination because of race, color, national origin, sex, or religion. The Contractor shall forfeit to the Agency the penalties prescribed in the Labor Code for violations.

In accordance with the Labor Code, the Board has on file and will publish a schedule of prevailing wage rates for the types of work to be done under the Contract. The Contractor shall not pay less than these rates.

Each worker shall be paid subsistence and travel as required by the collective bargaining agreements on file with the State of California Department of Industrial Relations.

The Contractor’s attention is directed to Section 1776 of the Labor Code which imposes responsibility upon the Contractor for the maintenance, certification, and availability for inspection of such records for all persons employed by the Contractor or Subcontractor in

connection with the project. The Contractor shall agree through the Contract to comply with this Section and the remaining provisions of the Labor Code.

Certified Payroll Records shall be submitted to the Engineer every two weeks beginning with the actual start day of construction, and shall be consecutively numbered until the completion of the work. Progress payments will be withheld pending receipt of any outstanding reports.

The Contractor will assure that a qualified supervisor is present at all times when work is being performed.

7-3 LIABILITY INSURANCE. The Contractor shall furnish the Agency a policy or certificate of liability insurance in which the Agency is the named insured or is named as an additional insured with the Contractor. The policy furnished by the Contractor shall be issued by an insurance company authorized by the Insurance Commissioner to transact business in the State of California. The insurance company shall have a policy holder rating of A or higher and Financial Class VII or higher as established by A.M. Best, or equivalent or greater rating established by another recognized rating entity such as Moody's. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement, the Agency shall be the insured or named as an additional insured covering the Work, whether liability is attributable to the Contractor or the Agency. The policy shall insure the Agency, its officers, employees, and agents, while acting within the scope of their duties on the Work, against all claims arising out of or in connection with the Work, except as provided in 6-10.

Except as provided in 6-10, the Contractor shall save, keep, and hold harmless the Agency, its officers and agents from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property, or of personal injury received by reason of or in the course of performing work, which may be caused by any willful or negligent act or omission by the Contractor, any of the Contractor's employees, or any Subcontractor. The Agency will not be liable for any accident, loss or damage to the Work prior to its completion and acceptance, except as provided in 6-10.

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the Agency shall be notified by registered mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than 30 days before expiration or cancellation is effective.

The cost of this insurance shall be included in the Contractor's Bid.

The Contractor shall, at its own expense, take out and maintain during the life of the contract such public liability and property damage insurance protecting the contractor and any sub-contractor performing work covered by the contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from his operations under the contract, and shall protect him and the City from claims for such damages, naming the City as an additional insured under the policy, whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by either of them and the amount of such insurance shall be as follows:

Public Liability Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) for injuries, death, to any one person, and subject to the same limit for

each person in an amount not less than one million dollars (\$1,000,000.00) on account of one accident.

Property Damage Insurance in an amount of two hundred and fifty thousand dollars (\$250,000.00) resulting from any one accident that may arise from the operations of the Contractor in performing the work provided herein.

If and whenever the Contractor or any sub-contractor, in carrying on the contract operations, shall use and operate automobiles, trucks or other vehicles on public streets and highways, each shall carry, at his own expense, Automobile Public Liability and Property Damage Insurance, with limits of not less than two hundred and fifty thousand dollars (\$250,000.00) for any one person and five hundred thousand dollars (\$500,000.00) for any one accident, and one hundred thousand dollars (\$100,000.00) property damage.

Equivalent Combined Policy: A combined single limit policy with aggregate limits in the amount of one million dollars (\$1,000,000.00) will be considered equivalent to the required minimum limits specified above. The term "public streets and highways" shall be deemed to include without limiting the generality thereof, all roads, roadways and thoroughfares used for access to the site of the work.

The Contractor shall furnish the City with satisfactory proof of insurance required. Such proof shall be furnished with the executed Contract Documents, naming the City as an additional insured.

7-4 WORKERS' COMPENSATION INSURANCE. Before execution of the Contract by the Board, the Contractor shall file with the Engineer the following signed certification:

"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."

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Engineer before execution of the Contract. The Agency, its officers, or employees, will not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this paragraph.

All compensation insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the Agency shall be notified by registered mail not less than 30 days before expiration or cancellation is effective.

The Contractor shall furnish the Agency with satisfactory proof of insurance required. The insurance shall be taken out with a responsible insurance carrier authorized under the laws of the State of California and satisfactory to the City. In case any work is sublet, the contract shall require the subcontractor similarly provide Worker's Compensation Insurance for the

subcontractor's employees. The Contractor shall provide, and shall cause each subcontractor to provide, adequate insurance for the protection of his employees not otherwise protected.

7-5 PERMITS. The Agency will obtain, at no cost to the Contractor, all encroachment and building permits necessary to perform Contract work in streets, highways, railways or other rights-of-way. The Contractor shall obtain and pay for all costs incurred for permits necessitated by its operations such as, but not limited to, those permits required for night work, overload, blasting, and demolition. For private contracts, the Contractor shall obtain all permits incidental to the Work or made necessary by its operations, and pay all costs incurred by the permit requirements.

The Contractor shall pay all business taxes or license fees that are required for the work.

The Contractor shall, at his own expense, obtain a business license from the City of South Pasadena. The Contractor shall comply will all Federal, State or local laws, ordinances or rules and regulations relating to the performance of the work.

7-6 THE CONTRACTOR'S REPRESENTATIVE. Before starting work, the Contractor shall designate in writing a representative who shall have complete authority to act for it. An alternative representative may be designated as well. The representative or alternate shall be present at the Work site whenever work is in progress or whenever actions of the elements necessitate its presence to take measures necessary to protect the Work, persons, or property. Any order or communication given to this representative shall be deemed delivered to the Contractor. A joint venture shall designate only one representative and alternate. In the absence of the Contractor or its representative, instructions or directions may be given by the Engineer to the superintendent or person in charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or its representative.

In order to communicate with the Agency, the Contractor's representative, superintendent, or person in charge of specific work shall be able to speak, read, and write the English language.

7-7 COOPERATION AND COLLATERAL WORK. The Contractor shall be responsible for ascertaining the nature and extent of any simultaneous, collateral, and essential work by others. The Agency, its workers and contractors and others, shall have the right to operate within or adjacent to the Work site during the performance of such work.

The Agency, the Contractor, and each of such workers, contractors and others, shall coordinate their operations and cooperate to minimize interference.

The Contractor shall include in its Bid all costs involved as a result of coordinating its work with others. The Contractor will not be entitled to additional compensation from the Agency for damages resulting from such simultaneous, collateral, and essential work. If necessary to avoid or minimize such damage or delay, the Contractor shall redeploy its work force to other parts of the Work.

Should the Contractor be delayed by the Agency, and such delay could not have been reasonably foreseen or prevented by the Contractor, the Engineer will determine the extent of the delay, the effect on this project, and any extension of time.

7-8 PROJECT SITE MAINTENANCE.

7-8.1 Cleanup and Dust Control. Throughout all phases of construction, including suspension of work, and until the final acceptance, the Contractor shall keep the site clean and free from rubbish and debris. The Contractor shall also abate dust nuisance by cleaning, sweeping and sprinkling with water, or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

When required by the Plans or Specifications, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day for the purpose of keeping paved areas acceptably clean wherever construction, including restoration, is incomplete.

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the Contractor's Bid.

Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.

Excess excavated material from catch basins or similar structures shall be removed from the site immediately. Sufficient material may remain for use as backfill if permitted by the Specifications. Forms and form lumber shall be removed from the site as soon as practicable after stripping.

Failure of the Contractor to comply with the Engineer's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

The Contractor shall provide and operate a self-loading motor sweeper with spray nozzles every day, beginning 1/2 hour prior to the end of construction activities, for the purpose of keeping the entire project site clean as acceptable to the City Engineer.

The contractor shall furnish and install all temporary piping, pump(s), valves and fittings necessary to distribute the water where required for the control of dust as considered necessary for the safety and convenience of the traveling public, for the reduction of dust nuisance to adjacent property and for other purposes as directed by the Engineer.

The use of pressure pumps and spray bars on all sprinkling equipment used for the application of dust palliative will be required. The use of gravity flow spray bars and splash plates will not be permitted.

7-8.2 Air Pollution Control. The Contractor shall not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

All organic solvents used must comply with the rules, regulations and orders of the Southern California Air Pollution Control District relating to organic solvents.

7-8.3 Vermin Control. At the time of acceptance, structures entirely constructed under the Contract shall be free of rodents, insects, vermin, and pests. Necessary extermination work shall be arranged and paid for by the Contractor as part of the Work within the Contract time, and shall be performed by a licensed exterminator in accordance with requirements of governing

authorities. The Contractor shall be liable for injury to persons or property and responsible for the elimination of offensive odors resulting from extermination operations.

7-8.4 Sanitation. The Contractor shall provide and maintain enclosed toilets for the use of employees engaged in the Work. These accommodations shall be maintained in a neat and sanitary condition. They shall also comply with all applicable laws, ordinances, and regulations pertaining to public health and sanitation of dwellings and camps.

Wastewater shall not be interrupted. Should the Contractor disrupt existing sewer facilities, sewage shall be conveyed in closed conduits and disposed of in a sanitary sewer system. Sewage shall not be permitted to flow in trenches or be covered by backfill.

7-8.5 Temporary Light, Power, and Water. The Contractor shall furnish, install, maintain, and remove all temporary light, power, and water at its own expense. These include piping, wiring, lamps, and other equipment necessary for the Work. The Contractor shall not draw water from any fire hydrant (except to extinguish a fire), without obtaining permission from the water agency concerned.

7-8.6 Water Pollution Control. The Contractor shall exercise every reasonable precaution to protect channels, storm drains, and bodies of water from pollution. It shall conduct and schedule operations so as to minimize or avoid muddying and silting of said channels, drains, and waters. Water pollution control work shall consist of constructing those facilities which may be required to provide prevention, control, and abatement of water pollution.

Permit & Plan

Prior to beginning any work, if applicable, the Contractor shall prepare and submit a Storm Water Pollution Prevention Plan (SWPPP), and a Wet Weather Erosion Control Plan (WWECP) if the soil will be disturbed during the rainy season (November 1 to April 15).

The SWPPP must be prepared before construction activities begin and must be implemented year-round throughout construction. A WWECP must be prepared prior to each rainy season, and must be implemented throughout that rainy season.

The SWPPP and the WWECP shall be developed and implemented in accordance with the County Wide Storm Water Management Plan, National Pollutant Discharge Elimination System (NPDES) **Permit No. R4-2012-0175** and any other requirements established by the City. Best Management Practices (BMP) referenced are from the California Storm Water Best Management Practice Handbooks (Construction, Municipal and Industrial). The Handbooks may be obtained by calling (626) 458-6959 or writing Los Angeles County Department of Public Works Office, 900 S. Fremont Ave., Alhambra, CA 91803.

Appendix B provides forms that the Contractor shall complete and certify. The Contractor shall assess site conditions, identify construction activities with the potential to cause storm water pollution, and then identify the BMP that will best suit the construction activities. The SWPPP and the WWECP shall include a site map of the project providing the following information, if applicable, but not limited to:

- (a) The boundary of the construction site(s).
- (b) The area of the construction site(s) in acres.
- (c) Locations of existing storm drain facilities.

- (d) Types and locations of storm water structures, controls, and/or BMP, which will be built/utilized to control storm water pollution during construction.
- (e) Construction and erosion control material storage areas.
- (f) Temporary stockpile and construction waste storage areas.
- (g) Construction vehicle storage and service areas.
- (h) Watershed boundary of off-site areas that drain into the construction site.
- (i) The boundary of the drainage area where storm water leaves the construction site.
- (j) Areas of soil disturbance and locations of potential soil erosion areas requiring BMP during construction.
- (k) Drainage patterns and slopes anticipated after major grading activities.

The above information should be updated as needed to meet evolving construction conditions. The Contractor shall coordinate storm water pollution prevention work with all other work done on the contract and is responsible for ensuring that all project contractors and subcontractors implement all applicable BMP. If the measures being taken by the Contractor are inadequate to prevent storm water pollution effectively, the Engineer may direct the Contractor to revise the operations and the SWPPP and/or the WVECP measures. The directions will be in writing and will specify the items of work for which the Contractor's storm water pollution prevention measures are inadequate. No further work shall be performed on the items until the water pollution prevention measures are adequate and, if also required, a revised SWPPP and/or WVECP have been accepted.

The Engineer will notify the Contractor of the acceptance or rejection of any submitted or revised SWPPP and/or WVECP in not more than 5 working days. The City will not be liable to the Contractor for failure to accept all or any portion of an originally submitted or revised SWPPP and/or WVECP, nor for any delays to the work due to the Contractor's failure to submit an acceptable SWPPP and/or WVECP. The Contractor may request the Engineer to waive the requirement for submission of a SWPPP and/or WVECP when the nature of the Contractor's operation is such that pollution and/or erosion are not likely to occur. Waiver of this requirement will not relieve the Contractor from responsibility for compliance with the other provisions of this section. Waiver of the requirement for a SWPPP and/or WVECP will not preclude requiring submittal of a SWPPP and/or WVECP at a later time if the Engineer deems it necessary because of the effect of the Contractor's operations.

Maintenance

To ensure the proper implementation and functioning of water pollution prevention measures, the Contractor shall regularly inspect and maintain the construction site for the water pollution prevention measures identified in the SWPPP and the WVECP. The Contractor shall inspect the construction site as follows:

- (a) Prior to a forecast storm.
- (b) After a precipitation event which causes site runoff.

- (c) At 24 hour intervals during extended precipitation events.
- (d) Routinely, a minimum of once every two weeks outside of the defined rainy season.
- (e) Routinely, a minimum of once every week during the defined rainy season.

The Contractor shall use Storm Water Pollution Control Implementation Report provided in Appendix B or alternative inspection checklist approved by the Engineer. One copy of each site inspection record shall be submitted to the Engineer within 24 hours of completing the inspection.

Reporting Requirements

If the Contractor identifies discharges into surface waters or drainage systems in a manner causing, or potentially causing, a condition of pollution, or if the project receives a written notice or order from a regulatory agency, the Contractor shall immediately inform the Engineer. The Contractor shall submit a written report to the Engineer within 7 days of the discharge event, notice or order. The report shall include the following information:

- (a) The date, time, location, nature of the operation, and type of discharge, including the cause or nature of the notice or order.
- (b) The water pollution control practices deployed before the discharge event, or prior to receiving the notice or order.
- (c) The date of deployment and type of water pollution control practices deployed after the discharge event, or after receiving the notice or order, including additional measures installed or planned to reduce or prevent reoccurrence.
- (d) An implementation and maintenance schedule for affected water pollution control practices.

Compensation for conforming to these provisions shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefore.

7-8.7 Drainage Control. The Contractor shall maintain drainage within and through the work areas. Earth dams will not be permitted in paved areas. Temporary dams of sandbags, asphaltic concrete, or other acceptable material will be permitted when necessary. Such dams shall be removed from the site as soon as their use is no longer necessary.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. The Contractor shall be responsible for the protection of public and private property adjacent to the Work and shall exercise due caution to avoid damage to such property.

The Contractor shall repair or replace all existing improvements within the right-of-way which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, signs, utility installations, pavement, structures, etc.) which are damaged or removed as a result of its operations. When a portion of a sprinkler system within the right-of-way must be removed, the remaining lines shall be capped. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

Maintenance of street and traffic signal systems that are damaged, temporarily removed or relocated shall be done in conformance with section 307 of the Greenbook.

Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. If damaged or removed due to Contractor's operations, they shall be restored or replaced in as nearly the original condition and location as is reasonably possible. Lawns shall be reseeded and covered with suitable mulch.

The Contractor shall give reasonable notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers, and other improvements, within the right-of-way which are designated for removal and would be destroyed because of the Work.

All costs to the Contractor for protecting, removing, and restoring existing improvements shall be included in the Bid.

7-10 PUBLIC CONVENIENCE AND SAFETY.

7-10.1 Traffic and Access. The Contractor's operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the Work, or an approved detour shall be provided.

Safe and adequate pedestrian and vehicular access shall be provided and maintained to: fire hydrants; commercial and industrial establishments; churches, schools and parking lots; service stations and motels; hospitals; police and fire stations; and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless otherwise approved by the Engineer.

Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work at intervals not exceeding 90 m (300 feet), shall be maintained unless otherwise approved by the Engineer.

Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time. If backfill has been completed to the extent that safe access may be provided, and the street is opened to local traffic, the Contractor shall immediately clear the street and driveways and provide and maintain access.

The contractor shall cooperate with the various parties involved in the delivery of mail and the collection and removal of trash and garbage to maintain existing schedules for these services.

Grading operations, roadway excavation and fill construction shall be conducted by the Contractor in a manner to provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

Unless otherwise authorized, work shall be performed in only one-half of the roadway at one time. One half shall be kept open and unobstructed until the opposite side is ready for use. If

one-half a street only is being improved, the other half shall be conditioned and maintained as a detour.

The Contractor shall include in its Bid all costs for the above requirements.

It shall be the Contractor's responsibility to furnish a detailed traffic control plan identifying the maintenance of traffic during construction to the Engineer for approval. All traffic control plans shall be submitted to the Engineer a minimum of 5 working days in advance of its planned implementation for review and approval.

Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in the current State of California Manual of Traffic Control for Construction and Maintenance Work Zones. Construction area signs shall be removed when no longer required.

In the event that the Contractor fails to adequately provide for the public safety during the course of construction under this contract, and the City is required to provide for said public safety, the Contractor shall pay the City the cost of each service call, which will include all direct labor and material costs including fringe benefits, overhead, and applicable rental rates for the various pieces of equipment. Any and all costs incurred by the City as a result of the failure of the Contractor to provide for the public safety will be deducted from the amount due to the Contractor for the work done under this contract.

The Contractor may be required to cover certain signs during the progress of the work. Signs that are no longer required or that convey inaccurate information to the public shall be immediately covered. Covers for construction area signs shall be of sufficient size and density to completely block out the complete face of the signs. The retro reflective face of the covered signs shall not be visible either during the day or at night. Covers shall be fastened securely so that the signs remain covered during inclement weather. Covers shall be replaced when they no longer cover the signs properly.

If a closure is not reopened to public traffic by the specified time, Liquidated Damages may apply as specified above in Section 6-9.

7-10.2 Storage of Equipment and Materials in Public Streets. Construction materials shall not be stored in streets, roads, or highways for more than 5 days after unloading. All materials or equipment not installed or used in construction within 5 days after unloading shall be stored elsewhere by the Contractor at its expense unless authorized additional storage time.

Construction equipment shall not be stored at the Work site before its actual use on the Work nor for more than 5 days after it is no longer needed. Time necessary for repair or assembly of equipment may be authorized by the Engineer.

Excavated material, except that which is to be used as backfill in the adjacent trench, shall not be stored in public streets unless otherwise permitted. After placing backfill, all excess material shall be removed immediately from the site.

Storage of equipment and materials in the public right of way during non-working hours will not be allowed, and may only be placed in the public right of way for purposes of use that day.

Overnight stockpiling of construction debris or excavated materials is not allowed. Contractor must obtain written approval from the Engineer prior to storage of construction materials and equipment on the street where improvements are planned, but at minimum, adequate flashing barricades shall be provided.

No area is available within the contract limits for the exclusive use of the Contractor. However, temporary storage of equipment and materials on City of South Pasadena property may be arranged with the Engineer, subject to the prior demands of the City of South Pasadena. Use of the Contractor's work areas and other City of South Pasadena-owned property shall be at the Contractor's own risk, and the City of South Pasadena shall not be held liable for damage to or loss of materials or equipment located within such areas.

The Contractor shall remove equipment, materials, and rubbish from the work areas and other City of South Pasadena-owned property that the Contractor occupies at the conclusion of each working day.

7-10.3 Street Closures, Detours, Barricades. The Contractor shall comply with all applicable State, County and City requirements for closure of streets. The Contractor shall provide barriers, guards, lights, signs, temporary bridges, flagpersons, and watchpersons. The Contractor shall be responsible for compliance with additional public safety requirements which may arise. The Contractor shall furnish and install signs and warning devices and promptly remove them upon completion of the Work.

At least 48 hours in advance of closing, partially closing or reopening, any street, alley, or other public thoroughfare, the Contractor shall notify the Police, Fire, Traffic and Engineering Departments, and comply with their requirements. Deviations must first be approved in writing by the Engineer.

The Contractor shall secure approval, in advance, from authorities concerned for the use of any bridges proposed by it for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current requirements covering "signs" as set forth in the Traffic Manual published by the California Department of Transportation. This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required.

All costs involved shall be included in the Bid.

7-10.4 Safety.

7-10.4.1. Safety Orders. The Contractor shall have at the Work site, copies of suitable extracts of: Construction Safety Orders, Tunnel Safety Orders and General Industry Safety Orders issued by the State Division of Industrial Safety. The Contractor shall comply with provisions of these and all other applicable laws, ordinances, and regulations.

Before excavating any trench 1.5 m (5 feet) or more in depth, the Contractor shall submit a detailed plan to the Agency showing the design of shoring, bracing, sloping, or other provisions to be made for the workers' protection from the hazard of caving ground during the excavation of such trench. If the plan varies from the shoring system standards, the plan shall be prepared by a registered Civil Engineer. No excavation shall start until the Engineer has accepted the plan and the Contractor has obtained a permit from the State Division of Industrial Safety. A copy of the permit shall be submitted to the Engineer.

Payment for performing all work necessary to provide safety measures shall be included in the prices bid for other items of work except where separate bid items for excavation safety are provided, or required by law.

7-10.4.2 Use of Explosives. Explosives may be used only when authorized in writing by the Engineer, or as otherwise stated in the Specifications. Explosives shall be handled, used, and stored in accordance with all applicable regulations.

The Engineer's approval of the use of explosives shall not relieve the Contractor from liability for claims caused by blasting operations.

7-10.4.3 Special Hazardous Substances and Processes. Materials that contain hazardous substances or mixtures may be required on the Work. A Material Safety Data Sheet as described in Section 5194 of the California Code of Regulations shall be requested by the Contractor from the manufacturer of any hazardous products used.

Material usage shall be accomplished with strict adherence to California Division of Industrial Safety requirements and all manufacturer warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.

The Contractor shall notify the Engineer if a specified product cannot be used under safe conditions.

This contract is further subject to California Public Contract Code § 7104 with regard to trenches deeper than 4' involved in the proposed work as follows:

Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

- (1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the contract.

In the event that a dispute arises between the City and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties."

7-10.4.4 Confined Spaces.

(a) Confined Space Entry Program. The contractor shall be responsible for implementing, administering and maintaining a confined space entry program (CSEP) in accordance with Sections 5156, 5157 and 5158, Title 8, CCR.

Prior to starting the Work, the Contractor shall prepare and submit its comprehensive CSEP to the Engineer. The CSEP shall address all potential physical and environmental hazards and contain procedures for safe entry into confined spaces, including, but not limited to the following:

1. Training of personnel
2. Purging and cleaning of materials and residue
3. Potential isolation and control of energy and material inflow
4. Controlled access to the space.
5. Atmospheric testing of the space
6. Ventilation of the space
7. Special hazards consideration
8. Personal protective equipment
9. Rescue plan provisions

The Contractor's submittal shall include the names of its personnel, including subcontractor personnel, assigned to the project who will have CSEP responsibilities, their CSEP training, and their specific assignment and responsibility in carrying out the CSEP.

(b) Permit-Required Confined Spaces. Entry into permit-required confined spaces as defined in Section 5157, Title 8, CCR may be required as a part of the Work. All manholes, tanks, vaults, pipelines, excavations, or other enclosed or partially enclosed spaces shall be considered permit-required confined spaces until the pre-entry procedures demonstrate otherwise. The Contractor shall implement a permit space program prior to performing any work in a permit-required confined space. A copy of the permit shall be available at all times for review by Contractor and Agency personnel at the Work site.

(c) Payment. Payment for implementing, administering, and providing all equipment and personnel to perform the CSEP shall be included in the bid items for which the CSEP is required.

7-11 PATENT FEES OR ROYALTIES. The Contractor shall absorb in its Bid the patent fees or royalties on any patented article or process furnished or used in the Work. The Contractor shall indemnify and hold the Agency harmless from any legal action that may be brought for infringement of patents.

7-12 ADVERTISING. The names, addresses and specialties of Contractors, Subcontractors, architects, or engineers may be displayed on removable signs. The size and location shall be subject to the Engineer's approval.

Commercial advertising matter shall not be attached to or painted on the surfaces of buildings, fences, canopies, or barricades.

7-13 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of State and National laws and County and Municipal ordinances and regulations which in any manner affect those employed in the Work or the materials used in the Work or in any way affect the conduct of the Work. The Contractor shall at all times observe and comply with such laws, ordinances, and regulations.

7-14 ANTITRUST CLAIMS. Section 7103.5 of the Public Contract Code provides:

“In entering into a public works contractor or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. The assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.”

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL. All facilities provided for Agency personal shall be at suitable locations approved by the Engineer. Such facilities must in a room, building, or trailer provided for this purposes with an acceptable means for locking.

A Class “A” Field Office in accordance with 8-2.1 shall be provided at any offsite plan facility furnishing pipe subject to Agency inspection during manufacture. A Field Laboratory in accordance with 8-3.1 shall be provided at any offsite or project site plant facility furnishing portland cement concrete or asphalt paving material. Any other facilities for Agency personnel shall be provided only when required by the Specifications.

Offices and laboratories at plants may be used concurrently by inspection personnel of other agencies provided such use does not seriously conflict with Agency use. When facilities are shared in this manner, at least one locker provided with a hasp for a padlock must be available for the exclusive use of Agency inspectors. Otherwise any facilities furnished are for the exclusive use of Agency personnel.

All facilities shall conform to the applicable codes, ordinances, and regulations of the local jurisdiction and of the State of California, and shall conform to current practice. The interior shall be paneled or suitably lined to provide a facility of good appearance.

The Contractor shall provide janitorial and other maintenance services in all types of facilities provided. Such services shall include the supply of the appropriate paper products and dispensers. Trash receptacles shall be provided and emptied by the Contractor at weekly intervals or sooner as required. The trash shall be removed from the project site.

All costs to furnish, maintain, service, and remove the specified facilities at the project site shall be included in the price bid for such facilities. If no bid item is provided in the proposal, costs shall be included in other items for which bids are entered.

The first progress payment will not be approved until all facilities are in place and fully comply with the Specifications.

8-2 FIELD OFFICE FACILITIES.

8-2.1 Class “A” Field Office. This office shall have a minimum floor space of 16 m² (175 ft²), at least one door, and window area of not less than 2 m² (22 ft²). All doors and windows shall be provided with screens.

Furniture shall be provided as follows: one plan table, one standard 1.5 m (5 feet) long double-pedestal desk with a drawer suitable for holding files, two chairs, one drafting stool, and one plan rack.

Electric power shall be provided to include a minimum of four duplex convenience outlets. The office shall be illuminated at the tables and desk. An outdoor lighting fixture with a 300-watt bulb shall be installed.

Heating and air conditioning of sufficient capacity shall be provided at no expense to the Agency. The Contractor shall provide drinking water within the office and integral sanitary facilities directly adjoining. Sanitary facilities shall include a toilet and wash basin with hot and cold running water.

Extended area, non-coin-operated telephone service shall be provided within the office area. The installation shall include sufficient extension code to serve the plan table and desk.

City’s personnel shall have the right to enter upon any Field Offices provided for Agency use or upon the project site at all times.

8-2.2 Class “B” Field Office. This office shall be the same as class “A” except that integrated sanitary facilities and air conditioning are not required. A chemical toilet facility shall be provided adjacent to the office.

8-2.3 Class “C” Field Office. The office shall be of suitable proportions with 11 m² (120 ft²) of floor area. It shall be equipped with one 0.9 by 1.5 m (3 by 5 foot) table, four chairs and one plan rack. It shall be adequately heated, ventilated, and lighted and two duplex convenience outlets shall be provided. Air conditioning, telephones, and sanitary facilities are not required.

8-3 FIELD LABORATORIES.

8-3.1 Offsite at Manufacturing Plant. Field laboratories shall conform to the requirements for a Class “C” Field Office specified in 8-2.3 except for the following:

1. Telephone service per 8-2.1.
2. Chair.
3. Work table, 1.2 by 3.0 m (4 by 10 feet), 0.9 m (3 feet) high.
4. Sieves per 203-6.
5. Scales and weights.
6. Burner plate for heating samples.

7. Thermometer, with 90 to 260° C (200 to 400° F) degree range (Asphalt Plants only).

8. Air meter for all concrete in accordance with ASTM C 231 of the type that indicates percentage of air directly (Precast Concrete Plants only)

All sampling and testing equipment shall be maintained in satisfactory operating condition by Contractor or plant owner. Laboratories shall be located immediately adjacent to and with full view of batching and loading operations.

8-3.2 At Project Site. Field laboratories shall be in accordance with 8-3.1, except that sieves, scales, weights, burner plates, sampling devices, pans, and thermometers will be furnished by the Agency at no expense to the Contractor. If air entraining agents are being used in the Concrete on the project, an air meter of the type described in 8-3.1 shall be furnished by the Contractor.

8-4 BATHHOUSE FACILITIES. When the Plans or Specifications require bathhouse facilities, the following shall be provided.

1. One lavatory with hot and cold water.
2. One toilet in a stall.
3. One 1 m (3 feet) trough-type urinal.
4. One enclosed shower at least 1 by 1 m (3 by 3 feet) with hot and cold water.
5. One bench, 2 m (6 feet) long.
6. Soap dispensers.
7. Toilet paper holders.
8. Paper towel cabinet.
9. Wastepaper receptacle.

These facilities shall be serviced and provided with necessary sanitary supplies.

These facilities shall be for the exclusive use of Agency personnel. However, a separate building need not be provided for this purpose if such facilities are located in a separate room in a building which includes other facilities.

8-5 REMOVAL OF FACILITIES. Field offices, laboratories, and bathhouse facilities at the project site shall be removed upon completion of the Work. Buildings and equipment furnished by the Contractor at the project site under the provisions of this section are the property of the Contractor.

8-6 BASIS OF PAYMENT. All costs incurred in furnishing, maintaining, servicing, and removing field offices, laboratories, or bathhouse facilities required at the project site shall be included in the bid item for furnishing such facilities. If such facilities are required by the Plans or Specifications and no bid item is provided in the proposal, the costs shall be included in other items for which bids are entered. Such costs incurred in connection with offices and laboratories at plants shall be borne by the plant owners.

SECTION 9 – MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

9-1.1 General. Unless otherwise specified, quantities of work shall be determined from measurements or dimensions in horizontal planes. However, linear quantities of pipe, piling, fencing and timber shall be considered as being the true length measured along longitudinal axis.

Unless otherwise provided in Specifications, volumetric quantities shall be the product of the mean area of vertical or horizontal sections and the intervening horizontal or vertical dimension. The planimeter shall be considered an instrument of precision adapted to measurement of all areas.

9-1.2 Methods of Measurement. Materials and items of work which are to be paid for on basis of measurement shall be measured in accordance with methods stipulated in the particular sections involved.

9-1.3 Certified Weights. When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales or, when approved by the Engineer, on a completely automated weighing and recording system. The Contractor shall furnish the Engineer with duplicate licensed weighmaster's certificates showing actual net weights. The Agency will accept the certificates as evidence of weights delivered.

9-1.4 Units of Measurement. Measurements shall be in accordance with 1-4.1 and 1-4.2. a metric ton or "tonne" is equal to 1000 kilograms and the unit of liquid measure is a Liter (in U.S. Standard Measures, a pound is an avoirdupois pound; a ton is 2000 pounds avoirdupois; and the unit of liquid measure is a gallon).

9-2 LUMP SUM WORK. Items for which quantities are indicated "Lump Sum", "L.S.", or "Job", shall be paid for at the price indicated in the Bid. Such payment shall be full compensation for the items of work and all work appurtenant thereto.

When required by the Specifications or requested by the Engineer, the Contractor shall submit to the Engineer within 15 days after award of Contract, a detailed schedule in triplicate, to be used only as a basis for determining progress payments on a lump sum contract or designated lump sum bid item. This schedule shall equal the lump sum bid and shall be such form and sufficiently detailed as to satisfy the Engineer that it correctly represents a reasonable apportionment of the lump sum.

9-3 PAYMENT

9-3.1 General. The quantities listed in the Bid schedule will not govern final payment. Payment to the Contractor will be made only for actual quantities of Contract items constructed in accordance with the Plans and Specifications. Upon completion of construction, if the actual quantities show either an increase or decrease from the quantities given the Bid schedule, the Contract Unit Prices will prevail subject to the provisions of 3-2.2.1.

The unit and lump sum prices to be paid shall be full compensation for the items of work and all appurtenant work, including furnishing all materials, labor, equipment, tools, and incidentals.

Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract. This includes rejected materials not unloaded from vehicles, material rejected after it has been placed, and material placed outside of the Plan lines. No compensation will be allowed for disposing of rejected or excess material.

Payment for work performed or materials furnished under an Assessment Act Contract will be made as provided in particular proceedings or legislative act under which such contract was awarded.

Whenever any portion of the Work is performed by the Agency at the Contractor's request, the cost thereof shall be charged against the Contractor, and may be deducted from any amount due or becoming due from the Agency.

Whenever immediate action is required to prevent injury, death, or property damage, and precautions which are the Contractor's responsibility have not been taken and are not reasonably expected to be taken, the Agency may, after reasonable attempt to notify the Contractor, cause such precautions to be taken and shall charge the cost thereof against the Contractor, or may deduct such costs from any amount due or becoming due from the Agency. Agency action or inaction under such circumstances shall not be construed as relieving the Contractor or its Surety from liability.

Payment shall not relieve the Contractor from its obligations under the Contract; nor shall such payment be construed to be acceptance of any of the Work. Payment shall not be construed as the transfer of ownership of any equipment or materials to the Agency. Responsibility of ownership shall remain with the Contractor who shall be obligated to store any fully or partially completed work or structure for which payment has been made; or replace any materials or equipment required to be provided under the Contract which may be damaged, lost, stolen or otherwise degraded in any way prior to acceptance of the Work, except as provided in 6-10.

Warranty periods shall not be affected by any payment, but shall commence on the date equipment or material is placed into service at the direction of the Agency. In the event such items are not placed into service prior to partial or final acceptance of the project, warranty periods will commence on the date of such acceptance.

If, within the time fixed by law, a properly executed notice to stop payment is filed with the Agency, due to the Contractor's failure to pay for labor or materials used in the Work, all money due for such labor or materials will be withheld from payment to the Contractor in accordance with applicable laws.

At the expiration of 35 days from the date of acceptance of the Work by the board, or as prescribed by law, the amount deducted from the final estimate and retained by the Agency will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.

Prior to judicial determination of any claim or claims or in accord therewith, the City may apply an amount withheld to the payment and satisfaction of sub-contractors for labor and services rendered and materials furnished. In so doing, the City shall be deemed the agent of the Contractor and any payment so made by the City shall be considered as a payment made in good faith; provided that such payment shall not be made except by court order if the Contractor furnished a bond satisfactory to the City to indemnify the City against any lien or claim.

If any lien or claim should remain unsatisfied after final payment to the Contractor, the Contractor, upon demand, shall refund to the City any money that the latter may be compelled to pay to discharge such lien or claim, including all costs and reasonable attorney's fees.

Before the City will make the final payment to the Contractor, the Contractor shall furnish the City with lien releases from all sub-contractors and suppliers of material, together with a certified statement that the releases represent all the materials furnished and all the sub-contractors engaged for the work.

9-3.2 Partial and Final Payment. The Engineer will, after award of Contract, establish a closure date for the purposes of making monthly progress payments. The Contractor may request in writing that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the Agency's payment procedure.

Each month, the Engineer will make an approximate measurement of the work performed to the closure date and as basis for making monthly payments, estimate its value based on Contract Unit Prices or as provided for in 9-2. When the Work has been satisfactorily completed, the Engineer will determine the quantity of work performed and prepare the final estimate.

From each progress estimate, 10 percent will be deducted and retained by the Agency, and the remainder less the amount of all previous payments will be paid. After 50 percent of the Work has been completed and if progress on the Work is satisfactory, the deduction to be made from remaining progress estimates and from the final estimate may be limited to \$500 or 10 percent of the first half of total Contract amount, whichever is greater.

No progress payment made to the Contractor or its sureties will constitute a waiver of the liquidated damages under 6-9.

As provided in Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the Agency to ensure performance under the Contract.

9-3.3 Delivered Materials. When provided for in the Specifications, and subject to the limitation and conditions therein, the cost of materials and equipment delivered but not incorporated into the Work will be included in the progress estimate.

9-3.4 Mobilization. When a bid item is include in the Proposal form for mobilization and subject to the conditions and limitations in the Specifications, the costs of work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate. When no such bid item is provided, payment for such costs will be considered to be included in the other items of work.

Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site. Mobilization shall additionally include the establishment of any temporary facilities and the installation of project signs.

A minimum of one week before the start of construction, the Contractor shall videotape all areas where construction is to take place. The videotapes are to be supplied to the Engineer before constructions begins. These videotapes will serve as a record of the existing conditions for disputes that may arise from restoration and should therefore be taken along the line of construction and site access and staging areas at sufficient detail as necessary to clearly depict details of existing conditions. All videotapes shall be indexed and catalogued in such a manner that each photographed area is readily identifiable and shall also indicate the date and time (hours, minutes and seconds) on which the video was made. The Contractor shall also videotape any unusual conditions encountered during construction that are not already a matter of

photographic record. In any areas where existing conditions cannot be determined by means of videotapes, the areas shall be restored as approved by the Engineer at the Contractor's expense. All videotapes shall become the property of the City.

ATTACHMENT 2
Bid Proposal



K.C. Restoration

HISTORICARCHITECTURALRESTORATION

June 3, 2016

To: City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

Attn: Honorable Mayor and Members of the City Council

Subj: Meridian Iron Works Museum Exterior Painting Project

Thank you for the opportunity to bid on the historic restoration work at the Meridian Iron Works Museum.

K.C. Restoration, founded in 1990, is a family-owned and operated company in Gardena, CA. We are fully licensed, bonded and insured. Our team of qualified specialists are trained in the conservation of cultural materials under the guidelines of the American Institute of Conservation Code of Ethics and the Secretary of the Interior's Standards for the Treatment of Historic Properties.

We pride ourselves on our professional and ethical service, providing the highest quality of work, attention to detail, and executing the best possible project for our clients. As such, we are concerned about our ability to provide a high quality and long-lasting paint job with the current specifications. Section 2.1 of the Technical Provisions describe the surface preparation for the structure, noting to "mechanically scrape or sand off loose paint in all necessary areas in order to ensure proper paint adhesion." The paint coating on South elevation of the building is in particularly bad condition with an estimated 25% of the surface currently peeling, and it is likely to continue to deteriorate and peel. We are skeptical that removal of only the loose and flaking paint will be adequate in preparing the substrate to receive new primer and paint that would resist peeling of more than a year.

Although we have bid it per the specifications, we highly recommend complete removal of severely deteriorated paint surface (at least at the South Elevation), application of wood consolidant (such as Abitron LiquidWood), and then prime and paint the entire surface. This would ensure not only the longevity of the new paint coating, but also the preservation of the underlying original wood substrate.

BID PROPOSAL

CITY OF SOUTH PASADENA
1414 MISSION STREET
SOUTH PASADENA, CALIFORNIA 91030

HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL:

Company K.C. Restoration Co., Inc.

Business Address 1514 W 130th St., Gardena, CA 90249

Telephone No. 310-280-0597 State Contractor's License No. 637240

The undersigned declares that careful examination of the location of the proposed work, the Plans, the Specifications, and the Contract Documents has been made and hereby proposes to furnish all labor, materials, equipment, tools, transportation, and services to do all work required and to complete said work within **forty five (45) calendar days** after the commencement date stated in the Notice to Proceed. All work shall be performed on the project named below in accordance with the Plans, Specifications, and Contract Documents, for the unit or lump sum prices set forth in the following schedule:

The undersigned, having carefully examined the scope of work for

Meridian Iron Works Museum Exterior Painting Project

HEREBY PROPOSE to furnish all labor, materials, equipment and transportation, and do all the work required to complete the said work in accordance with the said Plans and Specifications for the following unit prices. Refer to Appendix "A", The Secretary of the Interior's Standards for the Treatment of Historic Properties, Standards for Rehabilitation, 1995.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Amount
1.0	Mobilization/Demobilization (Not to Exceed 5% of Total Contract)	1	LS	\$ 7,500	\$ 7,500
2.0	Surface Preparation-Demolition- Debris Removal and Disposal	1	LS	\$ 32,250	\$ 32,250
3.0	Wood Siding and Trim Repair	1	LS	\$ 4,250	\$ 4,250
4.0	Wood Siding and Trim Replacement	1	LS	\$ 5,800	\$ 5,800
5.0	Application for Sealant & Patch Materials	1	LS	\$ 4,000	\$ 4,000
6.0	Application of Primer and Paint	1	LS	\$ 22,750	\$ 22,750
7.0	Wood Door & Window Repair	1	LS	\$ 4,000	\$ 4,000
8.0	New Wood Windows	1	LS	\$ 2,940	\$ 2,940

TOTAL PROJECT COST IN FIGURES \$ 83,490

TOTAL PROJECT COST IN WORDS EIGHTY-THREE THOUSAND,
FOUR HUNDRED NINETY

The undersigned bidder acknowledges receipt of the following addendum issued for the above project. If no addendum has been received, write "none".

List of Addendum Received: N/A

Signature of Bidder 

TYPE OF ORGANIZATION: INDIVIDUAL
 PARTNERSHIP
 CORPORATION

If bidder is an individual, so state. If bidder is a Firm or Co-Partnership, state the firm name and give the names of all individual co-partners composing the firm. If bidder is a Corporation, state legal name of corporation, also names of President, Secretary, Treasurer, and Manager thereof.

Firm Name / Corporation Name: K.C. Restoration Co., Inc.

Carolyn Lehne, President
Katherine Lehne, Vice President and
Steve Lehne, secretary
_____, _____
_____, _____

(Insert names of officers and capacity where not shown), (any two acting together) (any one acting alone) (strike out inapplicable portion), are hereby authorized to execute and deliver in the name of and for and on behalf of this corporation, any and all bids, authorizations, contracts, and agreements of any nature or sort whatsoever.

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. All bids will be compared on the basis of the Engineer's estimated quantities of work to be performed.

The bidder agrees that in case of not executing the required contract within ten (10) days, not including Sundays, after having received notice that the contract is ready for signature.

The bidder also certifies that the bid is a balanced bid. In accordance with Section 7028.15 of the California Business and Professions Code, the undersigned certifies under penalty of perjury that the foregoing is true and correct.

It is understood and agreed that:

- (1.) After the bid has been accepted, the designated contractor shall attend a pre-job conference. The contractor shall be informed of said time and location.
- (2.) No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of the Agreement shall affect or modify any of the terms or obligations of this Proposal.
- (3.) The City will not be responsible for any errors or omissions on the part of the undersigned in making up his bid, nor will bidders be released on account of errors.
- (4.) The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.
- (5.) In case of a discrepancy between words and figures, the figures shall prevail, and in case of a discrepancy between unit price and totals, the unit prices shall prevail.

DESIGNATION OF SUB-CONTRACTORS

Meridian Iron Works Museum Exterior Painting Project

As required by State Law, the General Contractor bidding will hereinafter state the subcontractor on the job for each particular trade or subdivision of the work in excess of one-half percent of the total bid price and will state the first name and principal location of mill, ship, plant or office of each. Where no subcontractor is listed for a particular phase of the work, it is understood that the General Contractor will perform the work. No changes or substitutions may be made in these subcontractors except upon the prior approval of the City.

The undersigned certifies that the bids of the following listed subcontractors were used in producing the bid, and that the subcontractors listed will be used for the work for which they bid, subject to the approval of the City Engineer, and in accordance with the applicable provisions of the Specifications for the following Work of Improvements:

ITEM OF WORK	% OF TOTAL CONTRACT	SUB-CONTRACTOR NAME ADDRESS & TELEPHONE NO.
1. <u>ABATEMENT</u>	<u>32%</u>	<u>CASTLEROCK ENVIRONMENTAL</u> <u>10400 Painter Ave.</u> <u>Santa Fe Springs, CA 90670</u> <u>562-941-9244</u>
2. _____	_____	_____
3. <u>SCAFFOLD</u>	<u>9%</u>	<u>COMMERCIAL SCAFFOLDING OF CA</u> <u>14928 S. Maple Ave.</u> <u>Gardena, CA 90248</u> <u>310-324-7004</u>
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

K.C. Restoration
BIDDER'S NAME


AUTHORIZED SIGNATURE

6/2/2016
DATE

TECHNICAL ABILITY AND EXPERIENCE

Meridian Iron Works Museum Exterior Painting Project

The bidder is required to state what work of a similar character to that included in the proposed contract he has successfully performed and give references which will enable the City Council to judge of his responsibility, experience, skill and business and financial standing. Please identify projects for Local Historic Landmarks or equivalent. Additional numbered pages outlining this portion of the proposal may be attached to this page.

REFERENCES:

1. Name of City or Business Bernards Builders
Contact Person & Phone No. Sumesh Behl 818-898-1521
Project Name & Description Lincoln Place Apartments - ^{6,000} wood windows restored
Date Completed 2014 Total Contract Amount \$ 6,800,000
2. Name of City or Business Earl corp. / Huntington
Contact Person & Phone No. Peter Fisk 626-334-6100 / Jerry Eaton 626-39-9147
Project Name & Description Huntington - Restoration of historic gallery
Date Completed 2008 Total Contract Amount \$ 2,400,000
3. Name of City or Business Preservation Arts
Contact Person & Phone No. Charles Kilby 310-877-3112
Project Name & Description Heritage Square - Repaint historic carriage
Date Completed 2011 Total Contract Amount \$ 50,000
4. Name of City or Business _____
Contact Person & Phone No. Steve Searock 818-269-2921
Project Name & Description Private Home - Repaint wood siding (historic)
Date Completed 2016 Total Contract Amount \$ 12,000
5. Name of City or Business City of Monrovia
Contact Person & Phone No. Jeremiah Petsas 626-932-8554
Project Name & Description Monrovia City Hall Annex
Wood Stripping, testing and repairs
Date Completed 2015 Total Contract Amount \$ 1700

WORKERS' COMPENSATION INSURANCE
CERTIFICATE

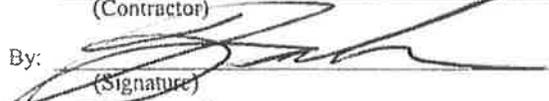
The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: 6/2/2016

K.C. Restoration Co. Inc.
(Contractor)

By:


(Signature)
Secretary
(Title)

Attest:

By:


(Signature)
Project Manager
(Title)

SPECIFICATIONS

DEFINITION

The Contract Documents control construction, work performed, and materials furnished hereunder. The Contract Documents include the Notice Inviting Bids, Instructions to Bidders, Information for Bidders, Bid Proposal, Contract/Agreement, Specifications, and the documents in the Appendix, if any, all of which are hereby incorporated and made a part of these Contract Documents. The Specifications include the Standard Specifications, the Special Provisions which supplement or modify the Standard Specifications, the Technical Provisions, Plans, and Standard Plans.

The Standard Specifications is the latest edition of the Standard Specifications for Public Works Construction, including supplements, written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California.

The State of California Department of Transportation Standard Specifications, Standard Plans, and Manual of Traffic Controls, latest edition of each, and the Los Angeles County Department of Public Works Standard Plans are incorporated herein by reference and are hereby accepted as Reference Specifications. These Reference Specifications are intended to govern certain construction materials, methods, and details except as modified herein or are inconsistent with the provisions herein. In case of conflict between the Reference Specifications and the Technical Provisions, the Technical Provisions shall govern.

In case of conflict between documents, the precedence of documents shall follow Subsection 2-5.2 of the Standard Specifications, except that the Technical Provisions precede the Special Provisions. However, for any other precedence of documents, the Technical Provisions shall be considered part of the Special Provisions.

The section and subsection numbering system used in these Special Provisions and Technical Provisions corresponds to that used in the Standard Specifications.

NON-COLLUSION DECLARATION

TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Secretary of K.C. Restoration Co. Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 6/2/2016 [date], at Gardena [city], CA [state]."

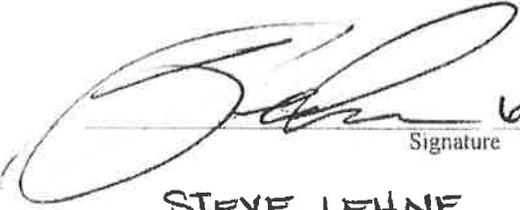

Signature 6/2/2016 DATE
STEVE LEHNE
Printed Name of Signatory

EXHIBIT B
APPROVED FEE SCHEDULE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/2/2016

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 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 White and Company Insurance Inc. P O Box 70 Santa Monica CA 90406-0070	CONTACT NAME: Cecil Quinones, CISR PHONE (A/C, No, Ext): (310) 393-9477 FAX (A/C, No): (310) 393-7186 E-MAIL ADDRESS: cquinones@whitecoinsurance.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Crum & Forster Specialty Ins</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>Topa Ins Co</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td>State Compensation Ins Fund</td> <td>SF123</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Crum & Forster Specialty Ins		INSURER B:	Topa Ins Co		INSURER C:	State Compensation Ins Fund	SF123	INSURER D:			INSURER E:			INSURER F:	
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INSURER C:	State Compensation Ins Fund	SF123																			
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED K C Restoration Co Inc 1514 West 130th Street Gardena CA 90249																					

COVERAGES CERTIFICATE NUMBER:15-16 REVISION NUMBER:

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	EPK-110475	11/1/2015	11/1/2016	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Transportation Coverage Agg \$ included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XL 6602256-05	11/1/2015	11/1/2016	EACH OCCURRENCE \$ 4,000,000
							AGGREGATE \$ 4,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	9111121-15	9/1/2015	9/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Meridian Iron Works Museum Exterior Painting Project.
 City of South Pasadena and its officers, employees, agents and volunteers are included as additional insureds applies per form EN0112-0211, attached to General Liability policy. Primary wording applies per form EN0118-0211, attached to General Liability policy. Waivers of Subrogation apply per form EN0118-0211, attached to General Liability policy and per form SCIF FORM 10217 (REV.7-2014), attached to Workers Compensation policy.
 *30 Days Except for 10 days written notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER City of South Pasadena Attn: Community Services Department 1102 Oxley Street, South Pasadena, CA 91030	CANCELLATION 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 C Quinones, CISR/CJQ <i>Cecil Quinones</i>
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Where Required By Written Contract.

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused, in whole or in part, by "your work" or out of premises owned by or rented to you.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Where Required By Written Contract.

A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused in whole or in part, by "your work" for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured's sole negligence.

B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of "your work" performed under a designated project or contract with that person(s) or organization(s).

C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

BROKER COPY

REP 03
9111121-15
RENEWAL
SC
3-18-09-60
PAGE 1 OF 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE SEPTEMBER 1, 2015 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE AND EXPIRING SEPTEMBER 1, 2016 AT 12.01 A.M.
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

K C RESTORATION, INC.
5912 BLACKWELDER ST
CULVER CITY, CA 90232

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.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

ANY PERSON OR ORGANIZATION
FOR WHOM THE NAMED INSURED
HAS AGREED BY WRITTEN
CONTRACT TO FURNISH THIS
WAIVER

BLANKET WAIVER OF
SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: SEPTEMBER 2, 2015

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO



Contractor's License Detail for License # 637240

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 6/7/2016 1:19:53 PM

Business Information

K C RESTORATION CO INC
1514 W 130TH STREET
GARDENA, CA 90249
Business Phone Number:(310) 280-0597

Entity Corporation

Issue Date 02/05/1992

Expire Date 02/28/2018

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C33 - PAINTING AND DECORATING
B - GENERAL BUILDING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with INDEMNITY COMPANY OF CALIFORNIA.

Bond Number: 226271C

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual CAROLYN REGINA LEHNE certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 05/27/2011

The qualifying individual STEVEN JEROME LEHNE certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 08/30/2011

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number:9111121

Effective Date: 09/01/2014

Expire Date: 09/01/2016

Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

Natalie Sanchez

From: Brian Shumake [REDACTED]
Sent: Saturday, June 11, 2016 9:02 AM
To: Natalie Sanchez
Subject: Re: REVISED June 15, 2016 South Pasadena City Council Meeting Agendas

Thank you, Natalie! \$83,000 to paint the Meridian Iron Works building...boy....that's an eye opener! My 1912 building exterior was just washed, sanded, puttied, and painted for \$9,000. There's some explaining to do about the Meridian Iron Works contract.

See how wonderful your emailing is!!! I sincerely thank you. Brian Shumake

On Fri, Jun 10, 2016 at 4:21 PM, Natalie Sanchez <nsanchez@southpasadenaca.gov> wrote:

Good Afternoon,

Attached are the **REVISED Closed Session and Open Session agendas**, for the **June 15, 2016** South Pasadena Special City Council Meetings. Please note that Closed Session will begin at 6:30 p.m., followed by Open Session at 7:30 p.m. Once the agenda packet has been posted, it may be viewed on the City's website: <http://www.southpasadenaca.gov/citycouncilmeetings>.

Natalie Sanchez, Management Assistant
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
(626) 403-7200 ext. 233
www.southpasadenaca.gov



Additional Material
AGENDA ITEM # 11
6/15/16 City Council Mtg.



City of South Pasadena
Community Services Department

Memo

Date: June 15, 2016
To: The Honorable City Council
From: Sheila Pautsch, Community Services Director 
Via: Sergio Gonzalez, City Manager
Re: June 15, 2016 City Council Meeting, Additional Document for Item No. 14 – Public Hearing and Adoption of a Resolution Increasing the Park Impact Fee

Attached are the red line revisions of the Resolution Increasing the Park Impact Fee.

The revisions can be found in the following sections:

- Page 1 of 4 of the resolution, Paragraph 5: and
- Page 1 of 4 of the resolution, Paragraph 6 and 7 order has been switched.

cc: Council; CM; CDE; CA; SPautsch; Reference Binder;
Original to 6/15/16 ADDL Doc

Additional Material
AGENDA ITEM # 14
6/15/16 City Council Mtg.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
INCREASING THE PARK FACILITIES IMPACT FEE**

WHEREAS, the Mitigation Fee Act, contained in California Government Code Section 66000 through 66025, allows the City of South Pasadena (City) to establish development impact fees for municipal facilities and services, provided such fees and charges do not exceed the estimated reasonable cost to the City in providing the facilities or services to which the fee or charge applies; and

WHEREAS, a Park Facilities Impact Fee Study was prepared based on the California Mitigation Fee Act, to propose a Park Impact Fee that ensures new development pays its fair share of costs associated with building new park facilities and infrastructure; and

WHEREAS, the proposed fee was developed by converting the cost per capita to a fee per square foot of development based on dwelling unit densities and the historical averages for the size of existing single family and multi-family residences, which contribute to the existing level of services for parks; the fee also includes the current cost to acquire and develop the land as well as charges associated with the implementation and administration of the Park Impact Fee; and

WHEREAS, pursuant to the South Pasadena Municipal Code Section 16A.5 of Chapter 16A (Growth Requirement Capital Fee) the City Council may establish by resolution, from time to time, a Growth Requirement Capital Fee for Residential Development; and

WHEREAS, on February 6, 2008, the City Council adopted ~~desires and intends to establish~~ a Residential Development Fee for park facilities impact designated as Park Facilities Impact Fee, as part of the Growth Requirement Capital Fee, based on the recommended amount of \$5.89 per square foot for residential developments both new construction and remodel; provided that for home renovations or remodels, there will be an exemption for the first 250 square feet of the project that increases the habitable living space; and

WHEREAS, the City Council desires to amend the Park Facilities Impact Fee to \$7.65 per square foot, continue the affordable senior housing fee of \$2.95 per square foot and exempt the first 250 square feet of the project that increases the habitable living space.

WHEREAS, implementation of the proposed fee will ensure that new development pays its fair share of costs associated with building new parks and recreational facilities; and

~~**WHEREAS**, the City Council desires to amend the Park Facilities Impact Fee to \$7.65 per square foot, continue the affordable senior housing fee of \$2.95 per square foot and exempt the first 250 square feet of the project that increases the habitable living space.~~

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 sets the Park Facilities Impact Fee portion of the Growth Requirement Capital Fee for Residential Development in the amount of \$7.65 per square foot as recommend in the May 4, 2016 City Council Meeting Agenda Report entitled "Direction Regarding a Possible Increase in the Park Impact Fee" and in the MuniFinancial report, which is dated November 13, 2007, copies of which are on file with the Office of the City Clerk. Further, the City Council hereby continues the reduced Park Facilities Impact Fee in the amount of \$2.95 per square foot for affordable senior housing that is subject to a restrictive affordability covenant.

SECTION 2. The City Council hereby continues an exemption for the first 250 square feet for renovations and remodels of existing residential structures that increase the habitable living pace, on the Park Facilities Impact Fee portion of the Growth Requirement Capital Fee for Residential Development.

SECTION 3. The City Council hereby makes the following findings:

- (a) The purpose of the Park Facilities Impact Fee is to provide a funding source from new residential development for parks to serve said new development. The Park Facilities Impact Fee advances a legitimate interest of the City by enabling the City to provide park services for new development.
- (b) The Park Facilities Impact Fee will fund expanding park facilities to serve new development. All facilities will be located within the City of South Pasadena. The Facilities could include:
 - Parkland;
 - Adjacent street improvements;
 - Typical park improvements including but not limited to landscaping, irrigation, play structures, benches, pathways, fences and parking;
 - Special use facilities and structure such as restrooms. Sports complexes, and buildings; and

- Financing costs associated with any of the above.
- (c) The Park Facilities Impact Fee will only be used for acquisition of parkland, construction of adjacent street improvements, construction of park improvements, special use facilities and structures on parkland or schools, and financing costs, if any, associated with these expenditures. Park Facilities funded by the Park Facilities Impact Fee will provide a citywide network of services accessible to the additional residents and workers associated with new development. Thus, there is a reasonable relationship between the use of the Park Facilities Impact Fee and the type of new development required to pay the fee.
- (d) Service population provides an indicator of the demand for park facilities needed to accommodate growth, The total demand for park facilities is calculated based on residents associated with development. The need for the Park Facilities Impact Fee is based on facility standards identified in the MuniFinancial Report. The facility standards represent the level of service that the City will provide its residents. There is a reasonable relationship between the need for parkland and the new residential development on which the Park Facilities Impact Fee is imposed.
- (e) The reasonable relationship between the Park Facilities Impact Fee for a specific development project is based on the estimated size of the services population that the project will accommodate. The total fee for a specific project is based on its size as measured by building square feet. The fee converts the estimated service population that a development project will accommodate into a fee based on the size of the project. Larger projects of a certain land use type will have a higher service population and pay a higher fee than small projects of the same land use type. Thus, the fee ensures a reasonable relationship between the public facilities fee for a specific development project and the cost of the facilities attributable to that project.

SECTION 4. This resolution shall take effect immediately on June 15, 2016, the date of adoption of this resolution; and the Park Facilities Impact Fees shall thereafter be subject to collection of the new fee.

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 15th day of June, 2016.

Diana Mahmud, Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 15th day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

**Item 16: Amending Long Range
Property Management Plan**
**Item 17: Bond Proceeds
Expenditure Agreement**

June 15, 2016

South Pasadena Successor Agency

Background

- The CRA was dissolved on February 1, 2012, pursuant to ABX1 26 (as amended by AB1484). These Redevelopment Dissolution Statutes govern the dissolution of the CRA, which includes the disposition of its former real property.
- The CRA owned four parcels of real property which were located in the Downtown Revitalization Project area in the City of South Pasadena. Pursuant to the Redevelopment Dissolution Statutes, ownership of the Properties was transferred to the South Pasadena Housing Authority in February 2012.
- The Department of Finance contested the transfer of one Property ("contested parcel").

Cc: Council; CM; CA; CDCC; J Demirjian; Reference Binder; original to 6/15/16 ADDL Doc

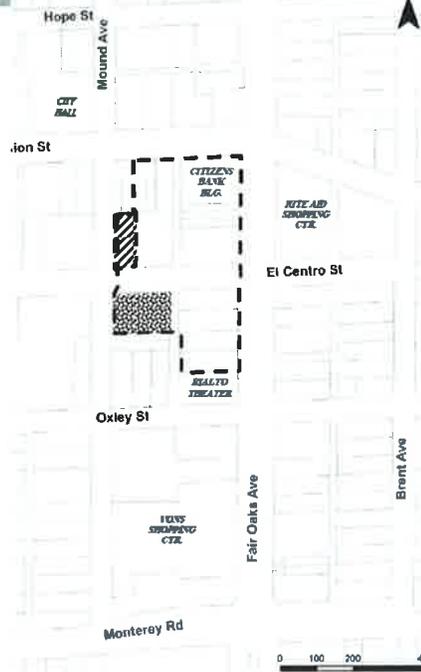
Additional Material
AGENDA ITEM #s 16 & 17
6/15/16 City Council Mtg.

Property Information

Property Type	Parking Lot
Permissible Use	Commercial Site
Address	1500 El Centro Street, South Pasadena, CA 91030
APN #	5315-003-901
Lot Size	8452 square feet (0.19 acres)
Current Zoning	Commercial General (CG)



Downtown Project Area



- LEGEND**
- Downtown Project Area of Existing Entitlements
 - Contested Parcel
 - South Pasadena Housing Authority Owned Parcels

Parcel is an integral piece located in the Downtown Revitalization Project Area.

Background *continued*

- AB 1484: requires a Long Range Property Management Plan (LRPMP) that outlines the proposed plan to dispose of or use of the property formerly owned by the CRA.
- The LRPMP was submitted to the Successor Agency and Oversight Board in August 2013, and approved by the Department of Finance in January 2014.
- The plan stipulated the sale of the property to Genton Property Group, LLC, pursuant to a Disposition and Development Agreement, at fair market value contingent upon it being developed in accordance with the approved Redevelopment Plan.

Status

- March 31, 2016, the Exclusive Negotiation Agreement with Genton Project Group, LLC, expired.
- No plans for downtown redevelopment at this time.
- The City continues to use the contested parcel as a free parking lot for city employees and the public.
- As of September, 2015, new legislation permits the transfer of parking facilities, including parking lots, dedicated solely to public parking and which do not generate revenues in excess of reasonable maintenance costs, from the Successor Agency to the City, for no compensation as a “governmental purpose” transfer subject to Oversight Board and Department of Finance approval.

Bond Proceeds Expenditure Agreement

- Allow the transfer of \$901,435.90 in excess bond proceeds from the 2000 Tax Allocation Bonds held by the Successor Agency.
 - \$463K for low-mod housing
 - \$438K for public parking
 - Can only be used for the downtown revitalization area
 - City foresees development of the downtown project area, in the future, to include retail, public parking, and affordable housing.

Next Steps

- Submit to Oversight Board for approval of
 - 1) amended LRPMP
 - 2) Bond Proceeds Expenditure Agreement
- Upon final approval by DOF,
 - Successor Agency can transfer the remaining property to the City
 - Successor Agency can submit its last and final ROPS