



Gustavo V. Camacho, Mayor  
Brent A. Tercero, Mayor Pro Tempore  
Bob J. Archuleta, Councilmember  
David W. Armenta, Councilmember  
Gregory Salcido, Councilmember

Tuesday, February 12, 2013  
Regular Meeting 6:00 p.m.  
Council Chamber  
6615 Passons Blvd.  
Next Resolution No. 6709  
Next Ordinance No. 1074  
Next Agreement No. 13-1372

**COMMISSIONERS SCHEDULED TO BE PRESENT:**

Robert Martinez, Planning Commission  
Carlos Cruz, Parks & Recreation Commission

**INVOCATION:**

(In accordance with the Court's Decision in Rubin v. City of Burbank, only nonsectarian prayers/invocations are allowed during the invocation)

**PLEDGE OF ALLEGIANCE:**

**SPECIAL PRESENTATION(S):**

- Recognition and Proclamation presented to Philip F. Aguilera IV for his achievement in receiving Eagle Scout Rank of Merit in the Boy Scouts of America program.
- Recognition and Awards Presentation – U12 Girls Soccer Team for winning three consecutive Tournament Championships.

**PLEASE TURN OFF ALL PAGERS AND/OR PHONES WHILE MEETING IS IN SESSION AND PLEASE REFRAIN FROM TEXTING DURING THE MEETING**

\*\*\*\*\*  
In compliance with the Americans with Disabilities Act of 1990, the City of Pico Rivera is committed to providing reasonable accommodations for a person with a disability. Please call the City Clerk's office at (562) 801-4389, if special accommodations are necessary and/or if information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged.

**PUBLIC HEARING:**

1. **Continued Public Hearing – An Ordinance of the City of Pico Rivera Amending Chapter 18 (Zoning) of the City of Pico Rivera Municipal Code Pertaining to the Regulations for Residential Driveway Expansion, Walkways and Porte-Cocheres.** (1300)
  - a. Open Public Hearing
  - b. Memo from City Manager
  - c. Written Communications
  - d. Oral Communications
  - e. Close Hearing
  - f. **Recommendation:**
    1. Adopt Resolution approving Zone Code Amendment No. 165; and
    2. First reading and introduction of Ordinance amending Title 18, Zoning, of the City of Pico Rivera Municipal Code.

Resolution No. \_\_\_\_\_ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADOPTING AN AMENDMENT OF TITLE 18 OF THE PICO RIVERA MUNICIPAL CODE PERTAINING TO THE REGULATION OF RESIDENTIAL DRIVEWAY EXPANSIONS, PORTE-COCHERES AND WALKWAYS HEREIN KNOWN AS ZONE CODE AMENDMENT NO. 165

Ordinance No. \_\_\_\_\_ AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING ZONE CODE AMENDMENT NO. 165 AMENDING TITLE 18 (ZONING) OF THE PICO RIVERA MUNICIPAL CODE PERTAINING TO THE REGULATION OF PORTE-COCHERES AND RESIDENTIAL DRIVEWAY EXPANSIONS (FIRST READING AND INTRODUCTION)

**1<sup>st</sup> PERIOD OF PUBLIC COMMENTS - IF YOU WOULD LIKE TO SPEAK ON ANY LISTED AGENDA ITEMS, PLEASE FILL OUT A GREEN PUBLIC COMMENT REQUEST FORM AND PROVIDE IT TO THE STAFF MEMBER AT THE BACK TABLE BEFORE THE MEETING STARTS.**

When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks. In accordance with Government Code Section 54954.2, members of the City Council may only: **1)** respond briefly to statements made or questions posed by the public; **2)** ask a question for clarification; **3)** provide a reference to staff or other resources for factual

information; 4) request staff to report to the City Council at a subsequent meeting concerning any matter raised by the public; and 5) direct staff to place a matter of business on a future agenda. City Council members cannot comment on items that are not listed on a posted agenda.

**CONSENT CALENDAR ITEMS:**

All items listed on the Consent Calendar may be acted on by a single motion without separate discussion. Any motion relating to a Resolution or Ordinance shall also waive the reading of the titles in full and include its adoption as appropriate. If discussion or separate vote on any item is desired by a Councilmember or staff, that item may be pulled from the Consent Calendar for separate consideration.

**2. Minutes:**

- City Council meeting of January 22, 2013

**Recommendation:** Approve

- Planning Commission meeting of January 14, 2013

**Recommendation:** Receive and file

**3. 12<sup>th</sup> Warrant Register of the 2012-2013 Fiscal Year. (700)**

Check Numbers: 255258-255589

Special Checks Numbers: None.

**Recommendation:** Approve

**4. A Transportation Planning Grant Application for up to \$300,000 under the California Department of Transportation (CALTRANS) Fiscal Year 2013-2014.**

(700)

**Recommendation:**

1. Adopt Resolution authorizing the City Manager, or his designee, to submit an application to Caltrans for Transportation Planning Grant; and
2. Authorize the City Manager, or his designee, to accept a grant from Caltrans for up to \$300,000 in Transportation Planning Grant funds and execute all documents necessary to accept the funds.

Resolution No. \_\_\_\_\_ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SUBMIT A GRANT APPLICATION FOR UP TO \$300,000 UNDER THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FISCAL YEAR 2013-2014 TRANSPORTATION PLANNING GRANT FOR THE PICO RIVERA COMPLETE CORRIDORS PLAN FOR THE CITY OF PICO RIVERA, CALIFORNIA

**5. Contract for Account Assistance. (700)**

**Recommendation:**

1. Authorize the City Manager to enter into a contract with Susan Hartman in an amount "not to exceed" \$120,000 for two fiscal years.

Agreement No. \_\_\_\_\_

**6. Concrete Improvements in Community Development Block Grant (CDBG) Areas, CIP No. 21244 – Award of Construction Contract. (500)**

**Recommendation:**

1. Award a construction contract in the amount of \$151,280 to Martinez Concrete, Inc. for the Concrete Improvements in Community Development Block Grant (CDGB) Areas Project, CIP No. 21244, and authorize the Mayor to execute the contract in a form approved by the City Attorney.

Agreement No. \_\_\_\_\_

**7. Passons Boulevard Underpass Project (CIP No. 20053) – Amendment No. 6 to Professional Services Agreement No. 07-992 with Overland, Pacific, & Cutler, Inc. for Additional Right-of-Way Services. (500)**

**Recommendation:**

1. Approve Amendment No. 6 to Professional Services Agreement No. 07-992 with Overland, Pacific & Cutler, Inc. (OPC) for additional right-of-way services in accordance with their proposal dated December 18, 2012 and authorize the Mayor to execute the amendment in a form approved by the City Attorney.

Agreement No. 07-992-6

**8. Rivera Park, Smith Park and Rio Vista Park Renovation Projects – Amendment No. 4 to Professional Services Agreement No. 09-1131 – Construction Support Services. (500)**

**Recommendation:**

1. Approve Amendment No. 4 to Professional Services Agreement No. 09-1131 with Hirsch & Associates, Inc. (HAI) for additional professional services for an amount not to exceed \$165,420 and authorize the Mayor to execute Amendment No. 4 in a form approved by the City Attorney.

Agreement No. 09-1131-4

**CONSENT CALENDAR ITEMS PULLED:**

**LEGISLATION:** None.

**NEW BUSINESS:**

**OLD BUSINESS:**

**2<sup>ND</sup> PERIOD OF PUBLIC COMMENTS - THIS TIME IS RESERVED FOR COMMENTS THAT HAVE NOT BEEN ADDRESSED ALREADY OR THAT ARE NOT LISTED ON THE AGENDA. PLEASE FILL OUT A BLUE PUBLIC COMMENT REQUEST FORM AND PROVIDE IT TO THE STAFF MEMBER AT THE BACK TABLE BEFORE THE MEETING STARTS.**

When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks.

**ADJOURNMENT:**

**AFFIDAVIT OF POSTING**

I, Anna M. Jerome, Assistant City Clerk, for the City of Pico Rivera, DO HEREBY CERTIFY, under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the Pico Rivera City Hall bulletin board, Pico Rivera Post Office and Parks: Smith, Pico and Rivera and full agenda packets distributed to the Pico Park and Serapis Libraries, which are available for the public to view. Additionally, agenda was distributed to members of the media on this the 8<sup>th</sup> day of February, 2013.

Dated this 8<sup>th</sup>, day of February, 2013

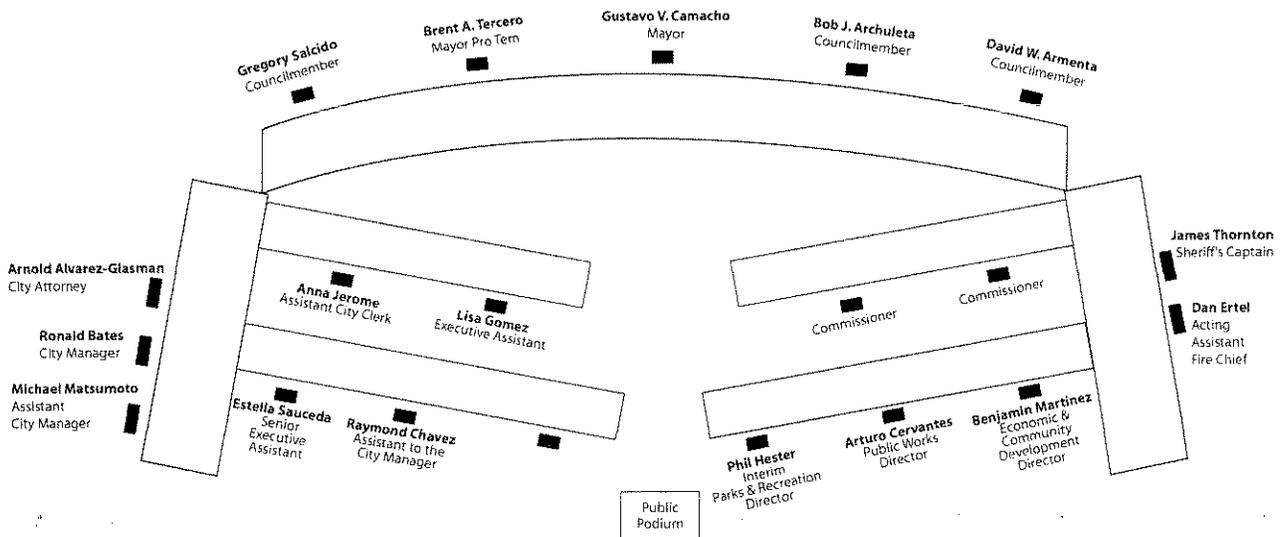


Anna M. Jerome, CMC  
Assistant City Clerk

**SB343 NOTICE**

In compliance with and pursuant to the provisions of SB343 any public writing distributed by the City Clerk to at least a majority of the City Council Members regarding any item on this regular meeting agenda will be available on the back table at the entrance of the Council Chamber at the time of the City Council meeting and at the counter of City Hall at 6615 Passons Boulevard, Pico Rivera, California during normal business hours.

## Council Meeting Seating Chart



### STATEMENT REGARDING DECORUM AT CITY COUNCIL MEETINGS

If you wish to speak at the time set aside for public comments, the City Council has established the following standards and Rules of Decorum as allowed by State law.

- Public comment is limited to those portions of the meeting referred to as Public Comments. These portions are intended for members of the public to address the City Council, Redevelopment Agency, Housing Assistance Agency or Water Authority on matters related to agendas or any other items under the subject matter jurisdiction of the City Council or Agencies.
- A yellow Public Hearing Comment Request card must be completed to speak during a Public Hearing.
- A green Public Comment Request – Agenda Items Only card is for those wishing to address the Council/Agency on agenda items only during the 1<sup>st</sup> Period of Public Comments.
- A blue Public Comment Request – All other City-Related Business card is for those wishing to address the Council/Agency on any other items under the subject matter jurisdiction of the Council/Agency during the 2<sup>nd</sup> Period of Public Comments.
- Citizens may address the Council, Redevelopment Agency or Housing Assistance Agency once for a **maximum of three minutes**. After each speaker returns to his/her seat, the Mayor shall determine the time and manner of response, but typically if answers are available, they will be given after all speakers have had an opportunity to address the City Council.
- Members of the audience are asked to refrain from clapping or otherwise speaking from their seats. Those not meeting the standards for decorum may be escorted from the meeting.

**RULES OF DECORUM CAN BE FOUND IN THE PICO RIVERA MUNICIPAL CODE SECTION 2.08.050 AS ESTABLISHED BY ORDINANCE 783 ADOPTED ON AUGUST 20, 1990 AND AMENDED BY ORDINANCES 822 (SEPTEMBER 21, 1992) AND 1020 (MARCH 21, 2006).**



**To:** Mayor and City Council

**From:** City Manager

**Meeting Date:** February 12, 2013

**Subject:** CONTINUED PUBLIC HEARING – AN ORDINANCE OF THE CITY OF PICO RIVERA AMENDING CHAPTER 18 (ZONING) OF THE CITY OF PICO RIVERA MUNICIPAL CODE PERTAINING TO THE REGULATIONS FOR RESIDENTIAL DRIVEWAY EXPANSIONS, WALKWAYS AND PORTE-COCHERES

#### **Recommendations**

1. Adopt Resolution approving Zone Code Amendment No. 165; and
2. First reading and Introduction of Ordinance amending Title 18, *Zoning*, of the City of Pico Rivera Municipal Code.

#### **Fiscal Impact:**

No impact.

#### **Discussion:**

Under the direction of the Planning Commission and due to recurring requests from residents, staff evaluated the feasibility of a zoning code amendment to determine if current driveway expansion and walkway regulations should be relaxed. The Planning Commission also instructed staff to determine whether porte-cocheres, roofed structures constructed over a driveway, should be permitted due to the large number of non-legal structures currently existing in the City.

At its February 4, 2013 meeting, the Planning Commission approved Resolution No. 1202 recommending City Council adoption of the proposed ordinance amending Title 18, *Zoning*, of the Pico Rivera Municipal Code pertaining to driveway expansions, walkways and porte-cocheres.

#### ***Residential Driveway Expansions and Walkways***

The attached ordinance recommends the following changes:

1. Allows residences with an *attached* 1-car garage or carport to expand their driveway width up to 4' towards the front of the home. Driveways are currently limited to the width of the garage.
2. Allows residents to choose the fence material and decreases the height of the required fence to 3' when expanding the driveway width up to the side property line. Residents are currently required to install a 3'-6" blockwall along the length of the driveway when expanding up to the side property line.
3. Allows for the installation of a walkway adjacent to a driveway provided that the walkway is made of decorative paving materials so as to differentiate the walkway area from the driveway. Currently, walkways must maintain a 3' to 6' wide landscaped separation from the driveway.

### ***Porte-Cocheres***

Porte-cocheres are not currently permitted. Porte-cocheres are permanent porch-like structures extending over a driveway from the side or front of a residence and are intended to protect passengers from the sun, wind and rain as they load or unload items and as they enter and exit their vehicles. These structures are seen as a convenience by residents thus a large number of non-permitted porte-cocheres, tarps and canopies can be seen throughout the City.

The attached ordinance will permit porte-cocheres, subject to numerous regulations pertaining to location, size, function and design of the structure, including requirements that the structure:

1. Must be placed over a driveway which leads to a permitted garage or carport and be attached to the side of a residence. It may be attached to the front of a residence if placed over a permitted circular driveway.
2. Must be attached to the residence by a minimum of fifty-percent of its length and shall not project more than 10' from the front building line of the home.
3. Matches the roof style, color, finish, materials and plate height of the residence.
4. Shall not be used for the storage or shelter of any articles, furniture or property other than operable automobiles.
5. Will not count towards the property's required parking.
6. Allows the usage of attic space above the porte-cochere for storage purposes.
7. A reduction of the side-yard setback for porte-cocheres from 5' to 3', inclusive of overhang, and compliance with all other setback and lot coverage regulations.

As part of staff's research, ten surrounding cities were contacted regarding their regulations for driveway expansions, walkways and porte-cocheres. Exhibit "A", attached, includes a summary of the survey findings.

The Planning Commission recommends City Council approval of the attached ordinance revising the current driveway expansion and walkway regulations and permitting porte-cochere structures.



Ronald Bates  
City Manager

RB:BM:GA:ll

Attachments:

- 1.) Exhibit "A"
- 2.) Resolution adopting Zone Code Amendment No. 165 (Attachment A Ordinance)
- 3.) Ordinance
- 4.) Draft Minutes of the February 4, 2013 Planning Commission meeting
- 5.) Resolution No. 1202 – Planning Commission Recommendation to City Council

## EXHIBIT "A"

*Driveway Expansions and Walkways*

As part of their research, staff surveyed ten (10) surrounding cities and found that:

- There is no general consistency in how cities regulate driveways or walkways.
- Some cities, such as Whittier, Downey, Paramount and Montebello, have more restrictive regulations than Pico Rivera in that they strictly limit the width of the driveway to the width of the garage door.
- Numerous other cities have more permissive regulations such as Santa Fe Springs, Norwalk and Rosemead, which allow driveways to exceed the width of the garage door, to expand the driveway towards the front of the residence and to have a walkway adjoining the driveway.

*Porte-Cocheres*

In a survey of ten (10) surrounding cities, staff found:

- Only two cities prohibit porte-cochere structures (Paramount and La Mirada).
- All other cities permit porte-cochere structures, including Whittier, Santa Fe Springs, Downey, Monterey Park, Montebello, La Habra, etc.
- The City's current regulations are generally more restrictive than those of most neighboring cities.

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADOPTING AN AMENDMENT TO TITLE 18 OF THE PICO RIVERA MUNICIPAL CODE PERTAINING TO THE REGULATION OF RESIDENTIAL DRIVEWAY EXPANSIONS, PORTE-COCHERES AND WALKWAYS HEREIN KNOWN AS ZONE CODE AMENDMENT NO. 165**

**THE CITY COUNCIL OF THE CITY OF PICO RIVERA HEREBY RESOLVES AS FOLLOWS:**

**WHEREAS**, existing Zoning Code, Ordinance No. 534, was adopted on April 1, 1975; and

**WHEREAS**, the Planning Commission of the City of Pico Rivera conducted a public hearing to amend Title 18 of the Pico Rivera Municipal Code at a legally noticed public hearing held on February 4, 2013; and

**WHEREAS**, the Planning Commission Adopted Resolution No. 1202 recommending approval to the City Council for Zone Code Amendment No. 165; and

**WHEREAS**, the City Council of the City of Pico Rivera conducted a public hearing to amend Title 18 of the Pico Rivera Municipal Code at a legally noticed public hearing held on February 12, 2013; and

**NOW, THEREFORE**, be it resolved by the City Council of the City of Pico Rivera that:

**SECTION 1.** Pursuant to the State of California Public Resources Code and State Guidelines for the California Environmental Quality Act (CEQA), the Planning Commission finds that there is no possibility that the project will have a significant effect on the environment and as a result, no further CEQA review is necessary. This determination is in accordance with Section 15061 (b)(3) of the CEQA Guidelines that states, a project is exempt from CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

**SECTION 2.** The City Council hereby FINDS that the approval of said amendment to the Municipal Code will not be detrimental to the health, safety and welfare of the general public and recommends that the City Council concur with the determination that the amendment will not have a significant effect on the environment pursuant to Section 15061 (b)(3).

**SECTION 3.** Pursuant to Chapter 18.62, Article II of the Pico Rivera Municipal Code, the Planning Commission of the City of Pico Rivera hereby recommends to the City Council of the City of Pico Rivera, the approval of an Ordinance amending Title 18 of the Pico Rivera Municipal Code, modifying Chapters 18.42 and 18.44 as specifically described in draft ordinance designated herein as Attachment "A" made a part hereof and further designated as Zone Code Amendment No. 165.

**SECTION 4.** The City Council finds that the amendment to Title 18 of the Pico Rivera Municipal Code shall be approved for the following reasons and findings:

- a) The majority of the City’s single-family housing stock was constructed prior to 1960 and at such time only a single-car garage was required. Due to changing demographics and lifestyle trends, most households no longer have a single-driver and are in need of additional parking amenities.
- b) That there is a vital need to adapt to the changing household driving trends by amending current regulations to provide additional options to accommodate for additional off-street parking and loading.
- c) That the proposed Amendment will provide a means by which the quality of life can be protected in compliance with Objective A.1.2 of the City’s General Plan. The new provisions allowing porte-cocheres will ensure that residents have the option to construct a well-designed covered area to allow for convenient loading and off-loading from their vehicles and into their residence. The new provisions will also provide additional options for residential driveway expansions to accommodate for the demographics’ growing parking needs.
- d) That the proposed Amendment is consistent with the spirit and integrity of the Municipal Code as to the intent of Chapters 18.42 and 18.44 pertaining to the property development and off-street parking regulations.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Gustavo V. Camacho, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Anna M. Jerome, Assistant City Clerk

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING ZONE CODE AMENDMENT NO. 165 AMENDING TITLE 18 (ZONING) OF THE PICO RIVERA MUNICIPAL CODE PERTAINING TO THE REGULATION OF PORTE-COCHERES AND RESIDENTIAL DRIVEWAY EXPANSIONS**

**THE CITY COUNCIL OF THE CITY OF PICO RIVERA DOES ORDAIN AS FOLLOWS:**

**SECTION 1.** The official Zoning Ordinance of the City of Pico Rivera is hereby amended as provided in this Ordinance pursuant to public hearings both before the Planning Commission and City Council.

**SECTION 2.** Pursuant to the State of California Public Resources Code and State Guidelines for the California Environmental Quality Act (CEQA), the City Council finds that there is no possibility that the project will have a significant effect on the environment and as a result, no further CEQA review is necessary. This determination is in accordance with Section 15061 (b)(3) of the CEQA Guidelines that states, a project is exempt from CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

**SECTION 3.** The City Council finds that the amendment to the Zoning Code is consistent with the General Plan.

**SECTION 4.** The City Council further finds that the proposed amendment is consistent with the spirit and integrity of the Municipal Code as to the intent of Chapters 18.42 and 18.44.

**SECTION 5.** Table 18.44.040 (A) of Chapter 18.44 of Title 18 of the Pico Rivera Municipal Code is hereby amended as follows:

[THIS SECTION LEFT BLANK INTENTIONALLY]

**Table 18.44.040  
OFF-STREET PARKING AND LOADING**

	<i>Land Use</i>	<i>R-E, S-F, R-I, and PUD Zones</i>	<i>R-M Zone</i>
<b>A.</b>	<b><i>Residential Uses</i></b>	<b><i>Parking Spaces and/or Facilities Required</i></b>	<b><i>Parking Spaces and/or Facilities Required</i></b>
1.	<i>Single-family dwelling units, duplexes and garage conversions.</i>	<i>Two parking spaces in a garage for each dwelling unit with the exception of nonconforming dwellings requiring compliance to Section 18.54.060.</i>	
	<i>a. Guesthouse</i>	<i>One garage or carport attached to the guesthouse.</i>	
2.	<i>Multiple-family dwelling units</i>	<i>Two parking spaces in a garage or carport for each dwelling unit</i>	
	<i>a. Apartment developments containing eight or more dwelling units</i>		<i>One open guest parking space that shall be provided for each eight dwelling units or fraction thereof</i>
	<i>b. Rooming houses and boarding-houses, and other similar such uses having guestrooms</i>		<i>Two parking spaces in a garage or carport for each three guestrooms. In dormitories, each 100 square feet of habitable floor area shall be considered equivalent to one guestroom.</i>
3.	<i>Other uses permitted in residential zones</i>		
	<i>a. Child care centers, day nurseries and such other similar uses</i>	<i>One open parking space for each 300 square feet of net building floor area, or for each 10 children the facility is designed and/or licensed for, whichever is greater.</i>	
	<i>b. Religious places of worship</i>	<i>One open parking space for each four fixed seats or for each 40 square feet of floor area used for seating purposes and educational classrooms, whichever provides the greater number of parking places. No additional parking required for classrooms solely dedicated to the instruction of children under the age of 18. Adequate instructor parking to be provided.</i>	

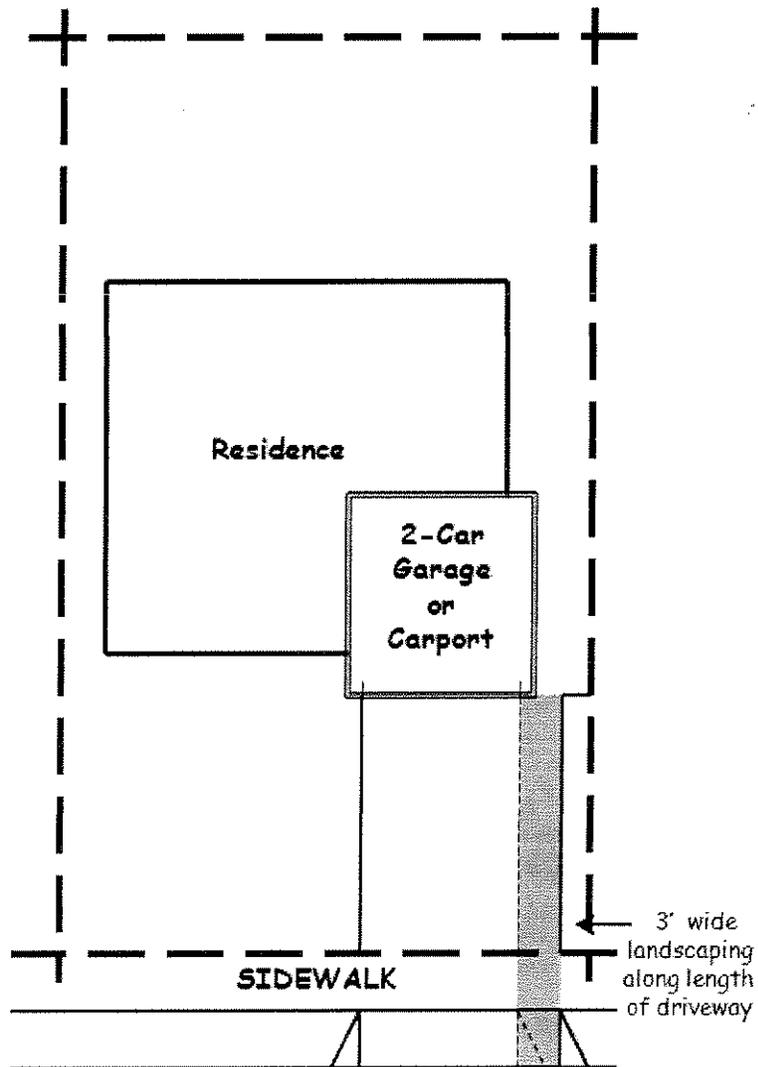
	<i>c. Convalescent, nursing and/or resthomes</i>	<i>One open parking space for each two beds and/or residents for which the facility's capacity is licensed</i>	
	<i>d. Mobilehome parks</i>		<i>Two open parking spaces on each mobilehome site, and one open guest parking space for each four mobilehome sites</i>
	<i>e. Senior citizen housing</i>		<i>One parking space for each three dwelling units</i>
4.	<i>Other applicable regulations governing off-street parking requirements</i>	<i>(1, 2-a, 3, 4-10, 18, 19, 20, 23, 24, 25, 26, 27)</i>	<i>(1, 2-a, 3, 4, 6-10, 12-20, 23)</i>

**SECTION 6.** Note 2 (a)(iii) of Chapter 18.44 of Title 18 of the Pico Rivera Municipal Code is hereby amended as follows:

*(iii)* Existing driveways located within the front yard setback or side yard setback of a corner lot may be expanded beyond the width of a garage or carport, subject to the following conditions: provided that the expansion not exceed a total of nine feet in width and none of the nine feet shall be located in front of the dwelling. The driveway approach shall be widened to match the driveway expansion width. Landscape screening shall also be provided between the driveway expansion and the side or rear property lines, as determined by the zoning administrator. Construction of a six foot high block wall reduced to forty two inches in the front setback area shall also be provided for the entire length of the driveway expansion. The driveway may also be expanded between the garage or carport and the adjoining property line or structures provided that the distance is no less than seven and one-half feet. The maximum driveway width expansion shall not exceed twelve feet. In no case shall the driveway expansion exceed twenty feet in depth from the dwelling and/or attached garage or carport, such driveway expansion requires a six foot high solid gate to conceal visibility from the public right of way. Expansion of a driveway that does not lead to a garage or carport is prohibited except as permitted in Section 18.54.060 of this title. Walkways adjoining a driveway shall not exceed six feet in width and not project more than six feet into the front yard setback area except as permitted by Section 18.42.050B(27) of this title.

1) The driveway may be expanded between the garage or carport towards the adjoining property line provided that the driveway is separated from the side property line by a landscaped area not less than three feet in width as shown in Figure A below, or;

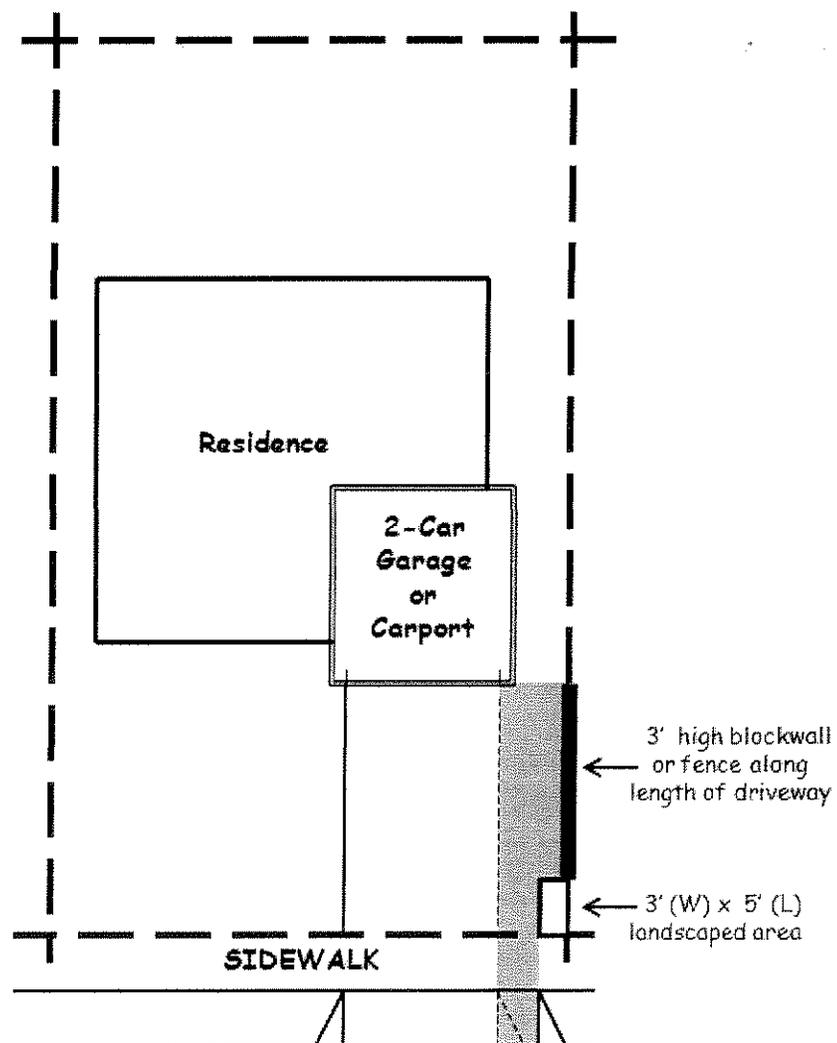
FIGURE A



2) The driveway may be expanded between the garage or carport up to the adjoining property line provided that a minimum three-foot high blockwall, wrought iron fence,

solid wooden fence or vinyl fence is installed at the property line along the entire length of the driveway. Chain link fencing, chicken wire, picket fencing, lattice and other non-decorative fencing materials are not acceptable. A three-foot wide by five-foot long landscaped planter shall also be installed at the base of the driveway adjacent to the side property line and sidewalk/street, as shown in the Figure B, and;

FIGURE B



3) The driveway approach shall be widened to match the width of the driveway, in compliance with the Department of Public Works' standards and subject to necessary

permits and issuance fees. Permits for improvements within the public right-of-way will only be issued to appropriately licensed and insured individuals pursuant to Chapter 12.08 of this code. Accessibility design compliance, topographic feature relocations and an engineering analysis may also be required as a condition of approval, as determined by the City Engineer, at the expense of the property owner, and;

4) Driveways and driveway approaches shall not consist of asphaltic materials, stepping stones, gravel, small stones or mulch.

5) Expansion of a driveway that does not lead to a garage or carport is prohibited except as permitted in Section 18.54.060 of this title, and;

6) Walkways adjoining a driveway shall be subject to Section 18.42.050B(27) of this title, and;

7) In addition to the foregoing provisions, non-conforming single-family dwellings with a legally permitted attached one-car garage or carport may expand the driveway to a maximum width of eighteen feet provided that not more than four feet of the width of the driveway is located within the frontage of the residence as shown in Figure C. Side-loading one-car garages and carports may also expand the driveway to a maximum width of eighteen feet provided that a minimum twenty-six foot turning radius is provided, as shown in Figure D. Corner lots containing a one-car garage or carport may expand the driveway to a maximum width of eighteen feet provided that no portion of the driveway nor the approach is located between the points of curvature as shown in Figure E.

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FIGURE C

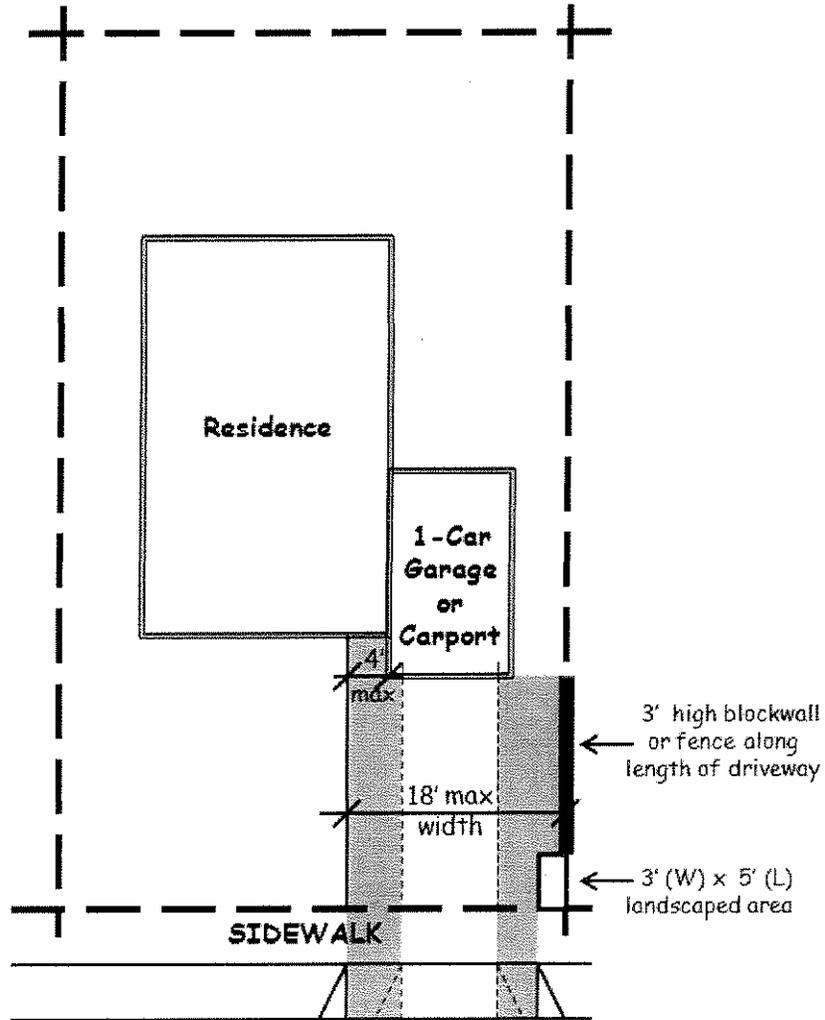


FIGURE D

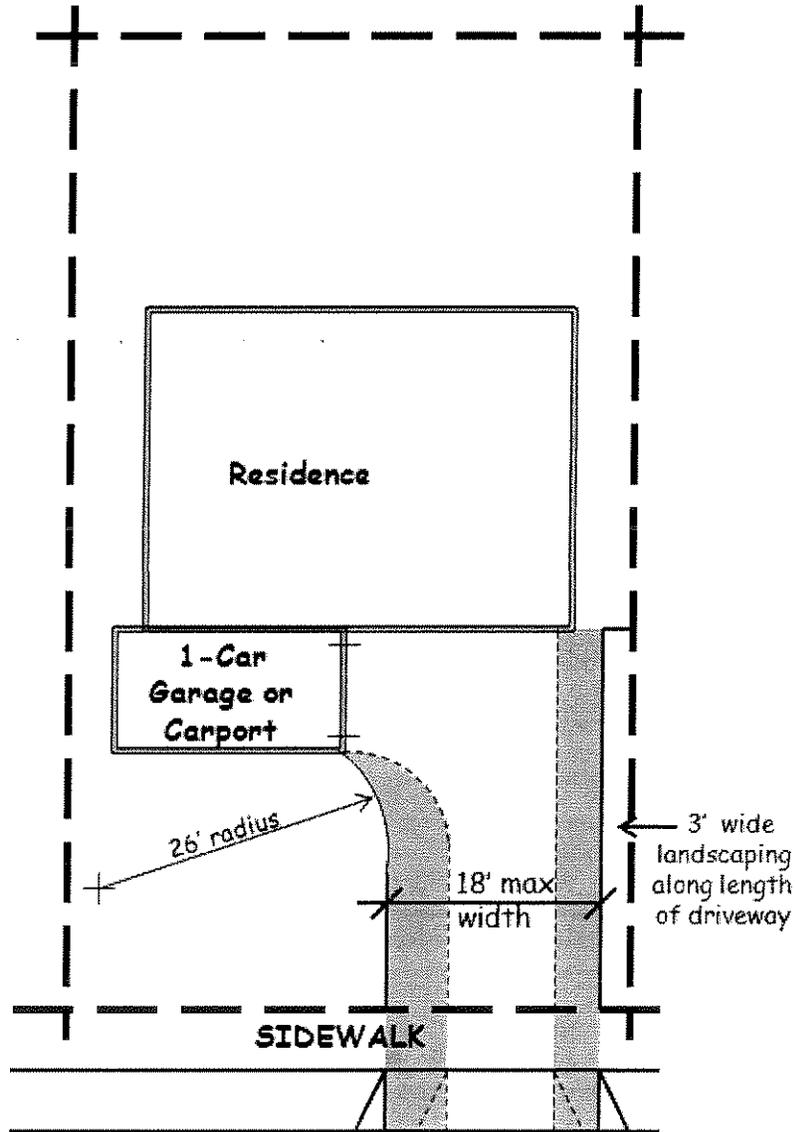
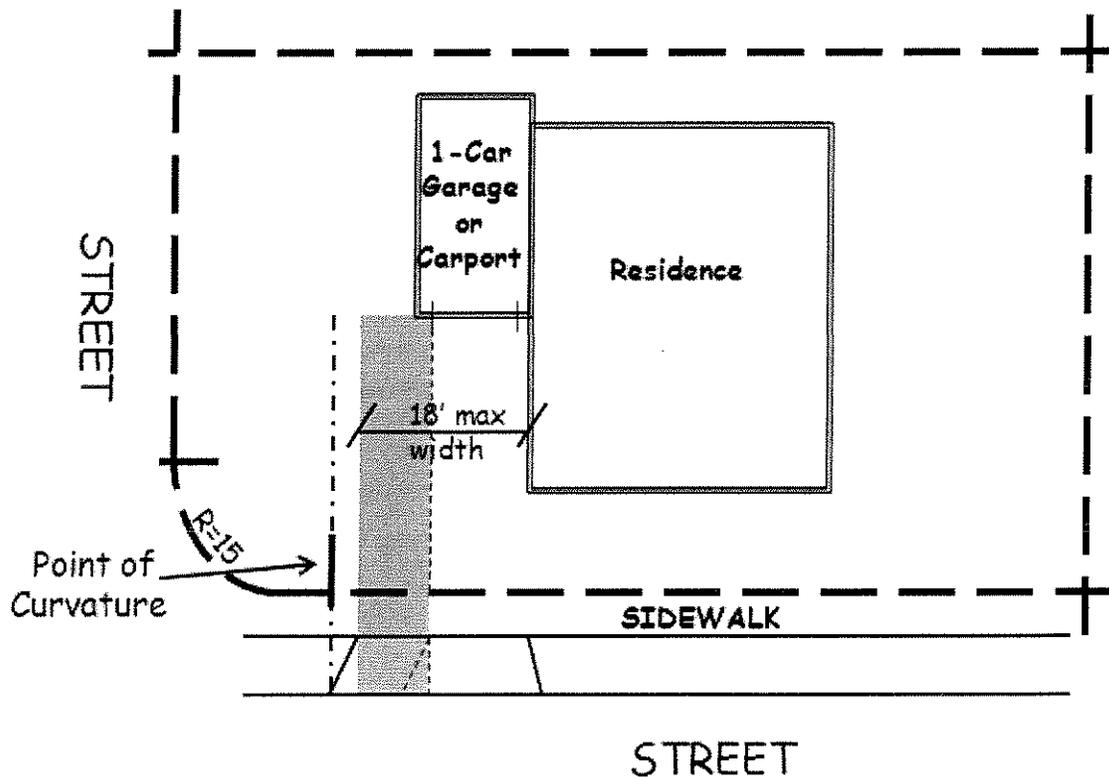


FIGURE E



**SECTION 7.** Note 9 (a)(ii) of Chapter 18.44 of Title 18 of the Pico Rivera Municipal Code is hereby amended as follows:

- (ii) All driveways shall be unencumbered from the pavement upward, with the exception of legally permitted porte-cocheres.

**SECTION 8.** Note 27 of Chapter 18.44 of Title 18 of the Pico Rivera Municipal Code is hereby amended as follows:

Note 27. Driveway widths cannot be expanded beyond the width of the garage. Porte-cocheres shall be subject to the following conditions:

1. Porte-cocheres must be placed over a driveway which leads to a permitted garage or carport
2. Porte-cocheres must be attached to the residence as follows:
  - a. A minimum of fifty percent of the length of the porte-cochere must be

attached to the side of the residence. The porte-cochere may project not more than ten feet in length beyond the adjacent street-facing residential building wall but shall not be located within any required setback area.

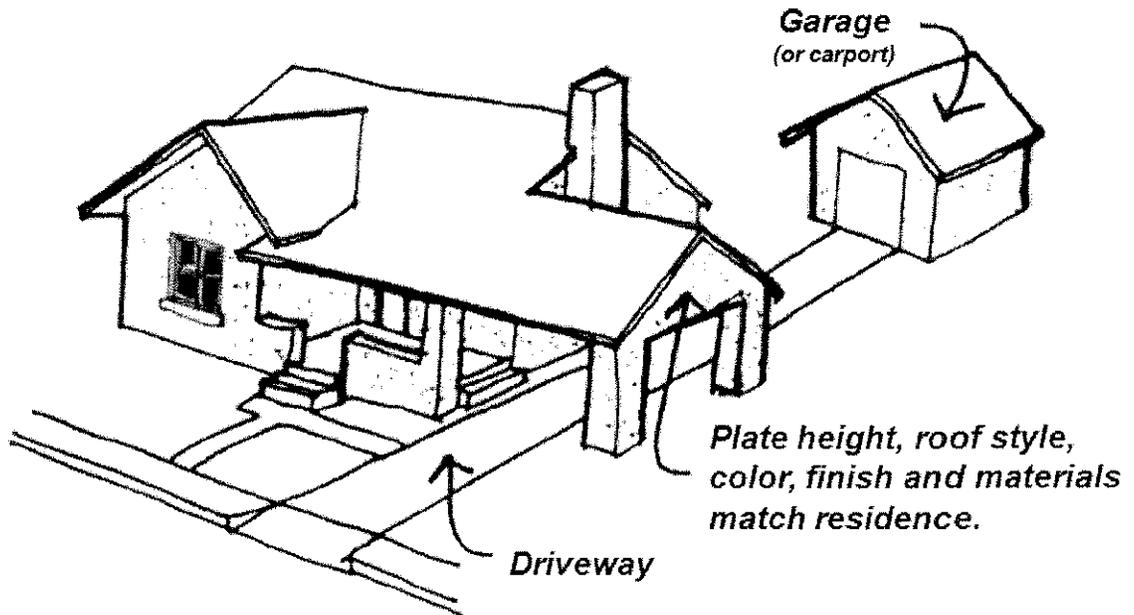
b. Properties with a permitted circular driveway may also place a porte-cochere over the circular driveway if said structure is fully attached to the front of the residence.

c. Where the existing location of an attached garage makes it impossible to place the porte-cochere attached to the side of the residence, the porte-cochere may be constructed attached to the front of the garage provided that the porte-cochere does not exceed ten feet in depth and is not located within any required setback area.

3. All porte-cocheres must comply with setback requirements and property development standards pursuant to Chapter 18.42 of this title.

4. Porte-cocheres must have a minimum width opening of nine-feet with a maximum sheltering capacity of two vehicles at 9' x 20' for each vehicle. The porte-cochere can accommodate the two vehicles in tandem or side-by-side.

5. The roof style, colors, finish, materials and plate height of the porte-cochere shall match the residence as shown in the following figure:



6. Porte-cocheres shall be limited solely to roof supporting posts or columns and shall not be enclosed nor have any walls except for the common walls of the residence and garage. Storage space may be provided within the

- attic space of the porte-cochere provided that access to the storage area is by means of a pull-down ladder. Said ladder shall remain closed when not in use. Habitable space cannot be located above the porte-cochere.
7. The roof height for a porte-cochere shall not exceed the roof height of the dwelling.
  8. Metal or plastic supporting columns are not permitted unless encased with masonry, wood or other decorative and compatible treatment so as to match the residence.
  9. Porte-cocheres shall be used solely for the shelter of operable vehicles and shall not be used for the storage or shelter of any articles, furniture or other property.

**SECTION 9.** Note 27 of Chapter 18.42 of Title 18 of the Pico Rivera Municipal Code is hereby amended as follows:

*Note 27. Projections Permitted into Required Yards. The following projections may be permitted to intrude or encroach into any required yard, but shall not occupy more than fifty percent of any required yard area, except paragraph e of this subsection. In the R-E and R-M zones, none of the following shall extend more than ten feet into a required front yard, and in the S-F zone, not more than six feet into a required front yard nor more than three feet into a side or rear yard, except paragraphs a, d, ~~and e~~ and i of this subsection.*

a. *Arbor-type entry structures constructed or erected over driveways or other similar-type architectural features not exceeding sixteen feet in height;*

b. *Cornices, roof eaves, belt courses, sills, buttresses, bay windows, or such other similar architectural features;*

c. *Fireplace structures not exceeding a width greater than twelve feet, measured parallel with the wall or portion thereof of which it is or forms a part;*

d. *Stairways and balconies, open-roofed porches, platforms, walkways, and such other similar features. Walkways not exceeding ~~six~~ four-feet in width may be extended to the front property line. Walk-ways shall maintain a ~~six~~ three-foot landscaped setback from an existing driveway or a ~~three~~ one-foot setback if a raised planter is constructed of decorative block or brick between the entire length of the driveway and the walkway. The raised planter shall be a minimum of ~~three feet~~ one-foot in width and one-foot in height. Walkways located directly adjacent to a driveway shall consist of decorative paving materials such as brick, scored concrete, aggregate concrete or other impervious materials so as to clearly distinguish the walkway from the driveway. Such pavers shall be used either as a decorative border or throughout the entire walkway area. Non-permanent or moveable pavers such as stepping stones, pebbles and river rocks are not permitted adjacent to a driveway;*

e. *Constructed landscape planter area not exceeding three and one-half feet in height above finished grade, natural landscape plant material and landscaping earth mounds and other similar features;*

f. *Planned unit developments (Column B only) permitted the following projections into the required yards:*

*Side yards: one-foot projection on interior lot line for fireplace or chimneys.*

*Rear yards: roofed, open sided patios must maintain a five-foot rear setback, inclusive of overhang. Patio coverage not to exceed fifty percent of the rear yard area. Barbecues, decks, or spas permitted to project into rear yard.*

g. *Residential infill zone developments permitted the following projections into required yards:*

*Side yards: One foot projection for fireplaces or chimneys.*

*Rear yards: Roofed, open sided patios must maintain a ten foot setback, inclusive of overhang. Patio and accessory coverage not to exceed fifty (50) percent of rear yard area. Patio slabs or decks may encroach within five feet of property line.*

h. *Such other features which, in the opinion of the zoning administrator, will produce desired effects not detrimental to the general nature and character of the area.*

*i. Porte-cochere structures may encroach up to two-feet into the required interior side-yard setback of single-family zoned lots, inclusive of the overhang.*

**SECTION 10.** Severability. The City Council hereby declares that it would have passed this ordinance sentence by sentence, paragraph by paragraph, and section by section and does hereby declare that the provisions of this Ordinance are severable, and if, for any reasons, any sentence, paragraph, or section of this Ordinance shall be held invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

**SECTION 11.** The City Clerk shall certify to the adoption of this Ordinance. The City Council hereby finds that there are not newspapers of general circulation published and circulated within the City. The City Clerk shall therefore cause this Ordinance to be posted in five public places within the City as specified in the Pico Rivera Municipal Code within fifteen days of its final passage and this Ordinance shall take effect thirty days following its final passage.

[THIS SECTION LEFT BLANK INTENTIONALLY]

**ORDINANCE NO.** \_\_\_\_\_

**Page 13 of 13**

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2013 by members of the City Council of the City of Pico Rivera, voting as follows:

\_\_\_\_\_  
Gustavo V. Camacho, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Anna M. Jerome, Assistant City Clerk

\_\_\_\_\_  
Arnold M. Alvarez-Glassman, City Attorney

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING ZONE CODE AMENDMENT NO. 165 AMENDING TITLE 18 (ZONING) OF THE PICO RIVERA MUNICIPAL CODE PERTAINING TO THE REGULATION OF PORTE-COCHERES AND RESIDENTIAL DRIVEWAY EXPANSIONS**

**THE CITY COUNCIL OF THE CITY OF PICO RIVERA DOES ORDAIN AS FOLLOWS:**

**SECTION 1.** The official Zoning Ordinance of the City of Pico Rivera is hereby amended as provided in this Ordinance pursuant to public hearings both before the Planning Commission and City Council.

**SECTION 2.** Pursuant to the State of California Public Resources Code and State Guidelines for the California Environmental Quality Act (CEQA), the City Council finds that there is no possibility that the project will have a significant effect on the environment and as a result, no further CEQA review is necessary. This determination is in accordance with Section 15061 (b)(3) of the CEQA Guidelines that states, a project is exempt from CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

**SECTION 3.** The City Council finds that the amendment to the Zoning Code is consistent with the General Plan.

**SECTION 4.** The City Council further finds that the proposed amendment is consistent with the spirit and integrity of the Municipal Code as to the intent of Chapters 18.42 and 18.44.

**SECTION 5.** Table 18.44.040 (A) of Chapter 18.44 of Title 18 of the Pico Rivera Municipal Code is hereby amended as follows:

[THIS SECTION LEFT BLANK INTENTIONALLY]

**Table 18.44.040  
OFF-STREET PARKING AND LOADING**

	<i>Land Use</i>	<i>R-E, S-F, R-I, and PUD Zones</i>	<i>R-M Zone</i>
<b>A.</b>	<b><i>Residential Uses</i></b>	<b><i>Parking Spaces and/or Facilities Required</i></b>	<b><i>Parking Spaces and/or Facilities Required</i></b>
1.	<i>Single-family dwelling units, duplexes and garage conversions.</i>	<i>Two parking spaces in a garage for each dwelling unit with the exception of nonconforming dwellings requiring compliance to Section 18.54.060.</i>	
	<i>a. Guesthouse</i>	<i>One garage or carport attached to the guesthouse.</i>	
2.	<i>Multiple-family dwelling units</i>	<i>Two parking spaces in a garage or carport for each dwelling unit</i>	
	<i>a. Apartment developments containing eight or more dwelling units</i>		<i>One open guest parking space that shall be provided for each eight dwelling units or fraction thereof</i>
	<i>b. Rooming houses and boarding-houses, and other similar such uses having guestrooms</i>		<i>Two parking spaces in a garage or carport for each three guestrooms. In dormitories, each 100 square feet of habitable floor area shall be considered equivalent to one guestroom.</i>
3.	<i>Other uses permitted in residential zones</i>		
	<i>a. Child care centers, day nurseries and such other similar uses</i>	<i>One open parking space for each 300 square feet of net building floor area, or for each 10 children the facility is designed and/or licensed for, whichever is greater.</i>	
	<i>b. Religious places of worship</i>	<i>One open parking space for each four fixed seats or for each 40 square feet of floor area used for seating purposes and educational classrooms, whichever provides the greater number of parking places. No additional parking required for classrooms solely dedicated to the instruction of children under the age of 18. Adequate instructor parking to be provided.</i>	

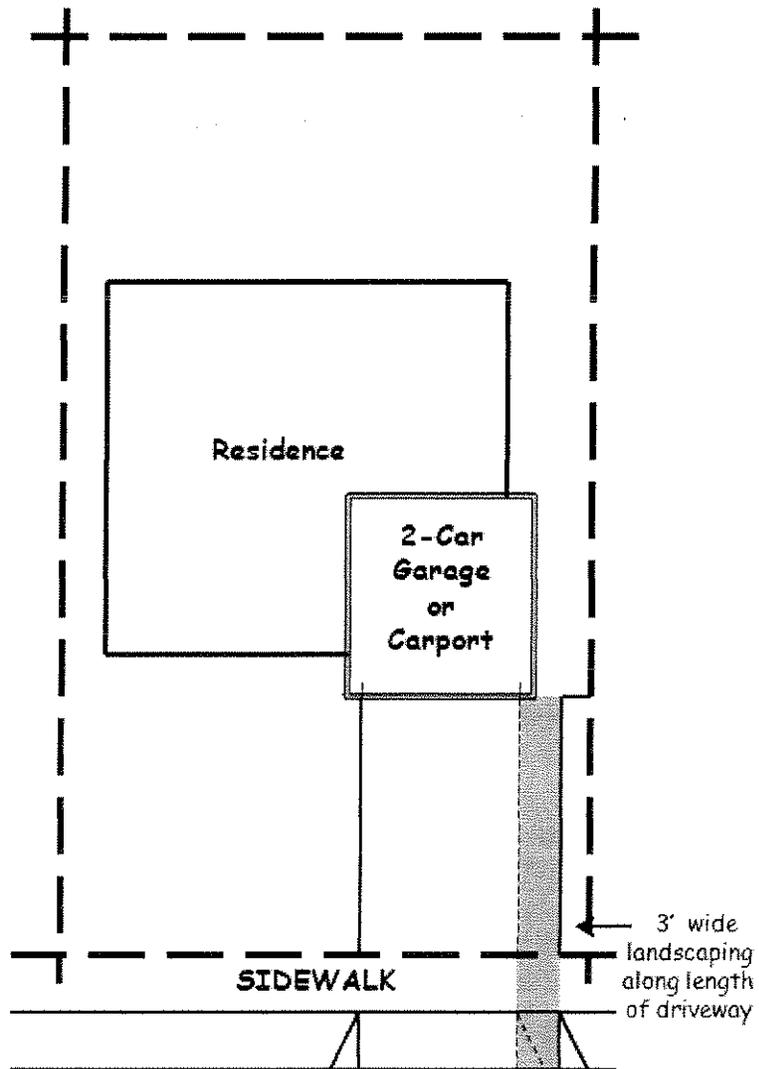
	<i>c. Convalescent, nursing and/or resthomes</i>	<i>One open parking space for each two beds and/or residents for which the facility's capacity is licensed</i>	
	<i>d. Mobilehome parks</i>		<i>Two open parking spaces on each mobilehome site, and one open guest parking space for each four mobilehome sites</i>
	<i>e. Senior citizen housing</i>		<i>One parking space for each three dwelling units</i>
4.	<i>Other applicable regulations governing off-street parking requirements</i>	<i>(1, 2-a, 3, 4-10, 18, 19, 20, 23, 24, 25, 26, 27)</i>	<i>(1, 2-a, 3, 4, 6-10, 12-20, 23)</i>

**SECTION 6.** Note 2 (a)(iii) of Chapter 18.44 of Title 18 of the Pico Rivera Municipal Code is hereby amended as follows:

(iii) Existing driveways located within the front yard setback or side yard setback of a corner lot may be expanded beyond the width of a garage or carport, subject to the following conditions: ~~provided that the expansion not exceed a total of nine feet in width and none of the nine feet shall be located in front of the dwelling. The driveway approach shall be widened to match the driveway expansion width. Landscape screening shall also be provided between the driveway expansion and the side or rear property lines, as determined by the zoning administrator. Construction of a six-foot high block wall reduced to forty-two inches in the front setback area shall also be provided for the entire length of the driveway expansion. The driveway may also be expanded between the garage or carport and the adjoining property line or structures provided that the distance is no less than seven and one-half feet. The maximum driveway width expansion shall not exceed twelve feet. In no case shall the driveway expansion exceed twenty feet in depth from the dwelling and/or attached garage or carport, such driveway expansion requires a six-foot high solid gate to conceal visibility from the public right-of-way. Expansion of a driveway that does not lead to a garage or carport is prohibited except as permitted in Section 18.54.060 of this title. Walkways adjoining a driveway shall not exceed six feet in width and not project more than six feet into the front yard setback area except as permitted by Section 18.42.050B(27) of this title.~~

1) The driveway may be expanded between the garage or carport towards the adjoining property line provided that the driveway is separated from the side property line by a landscaped area not less than three feet in width as shown in Figure A below, or;

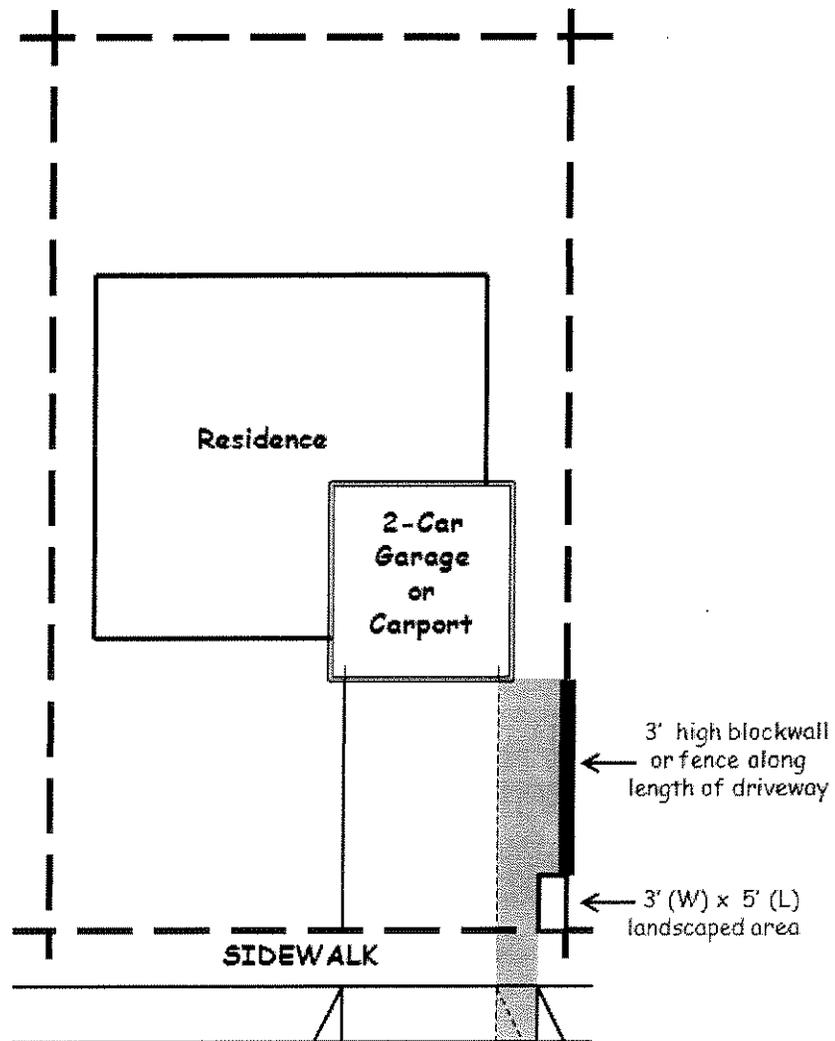
FIGURE A



2) The driveway may be expanded between the garage or carport up to the adjoining property line provided that a minimum three-foot high blockwall, wrought iron fence,

solid wooden fence or vinyl fence is installed at the property line along the entire length of the driveway. Chain link fencing, chicken wire, picket fencing, lattice and other non-decorative fencing materials are not acceptable. A three-foot wide by five-foot long landscaped planter shall also be installed at the base of the driveway adjacent to the side property line and sidewalk/street, as shown in the Figure B, and;

FIGURE B



3) The driveway approach shall be widened to match the width of the driveway, in compliance with the Department of Public Works' standards and subject to necessary

permits and issuance fees. Permits for improvements within the public right-of-way will only be issued to appropriately licensed and insured individuals pursuant to Chapter 12.08 of this code. Accessibility design compliance, topographic feature relocations and an engineering analysis may also be required as a condition of approval, as determined by the City Engineer, at the expense of the property owner, and;

4) Driveways and driveway approaches shall not consist of asphaltic materials, stepping stones, gravel, small stones or mulch.

5) Expansion of a driveway that does not lead to a garage or carport is prohibited except as permitted in Section 18.54.060 of this title, and;

6) Walkways adjoining a driveway shall be subject to Section 18.42.050B(27) of this title, and;

7) In addition to the foregoing provisions, non-conforming single-family dwellings with a legally permitted attached one-car garage or carport may expand the driveway to a maximum width of eighteen feet provided that not more than four feet of the width of the driveway is located within the frontage of the residence as shown in Figure C. Side-loading one-car garages and carports may also expand the driveway to a maximum width of eighteen feet provided that a minimum twenty-six foot turning radius is provided, as shown in Figure D. Corner lots containing a one-car garage or carport may expand the driveway to a maximum width of eighteen feet provided that no portion of the driveway nor the approach is located between the points of curvature as shown in Figure E.

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FIGURE C

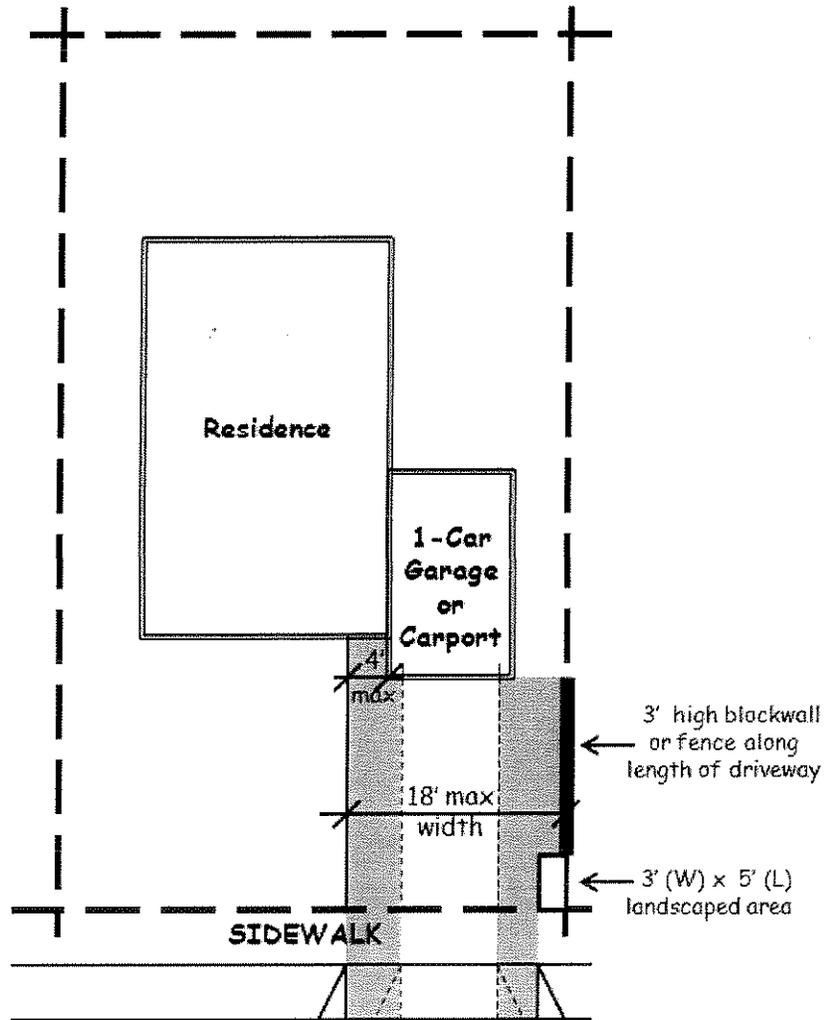


FIGURE D

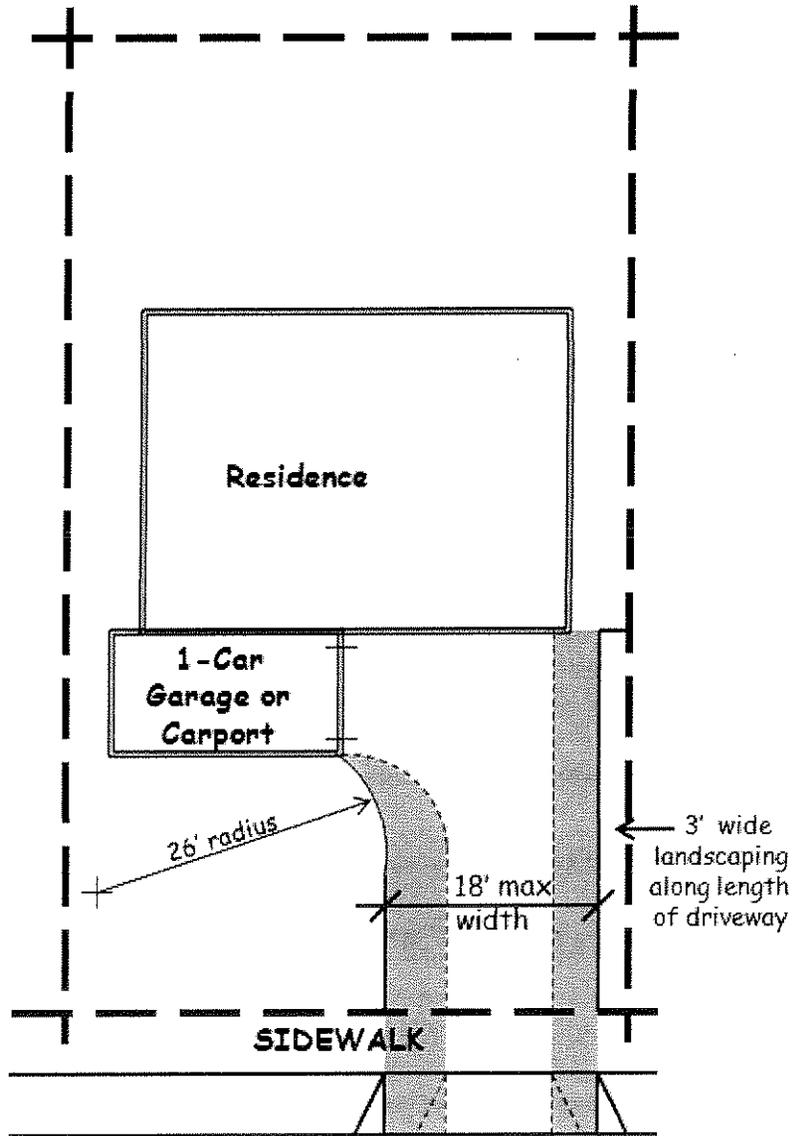
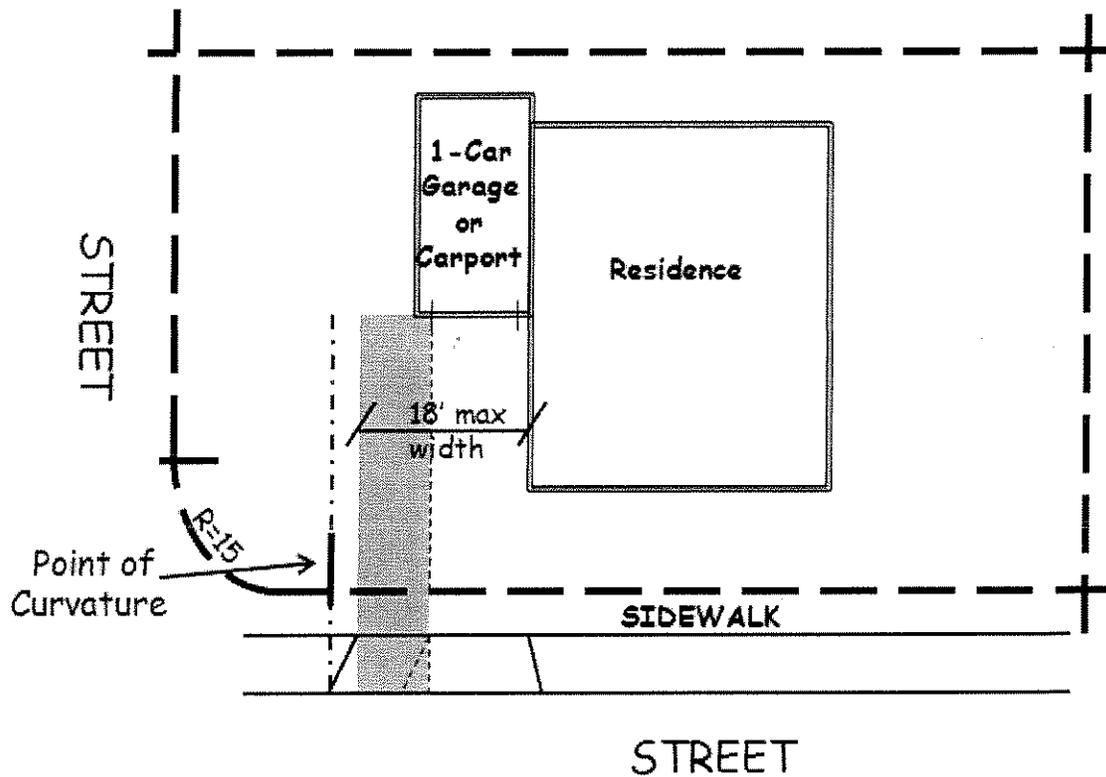


FIGURE E



**SECTION 7.** Note 9 (a)(ii) of Chapter 18.44 of Title 18 of the Pico Rivera Municipal Code is hereby amended as follows:

- (ii) *All driveways shall be unencumbered from the pavement upward, with the exception of legally permitted porte-cocheres.*

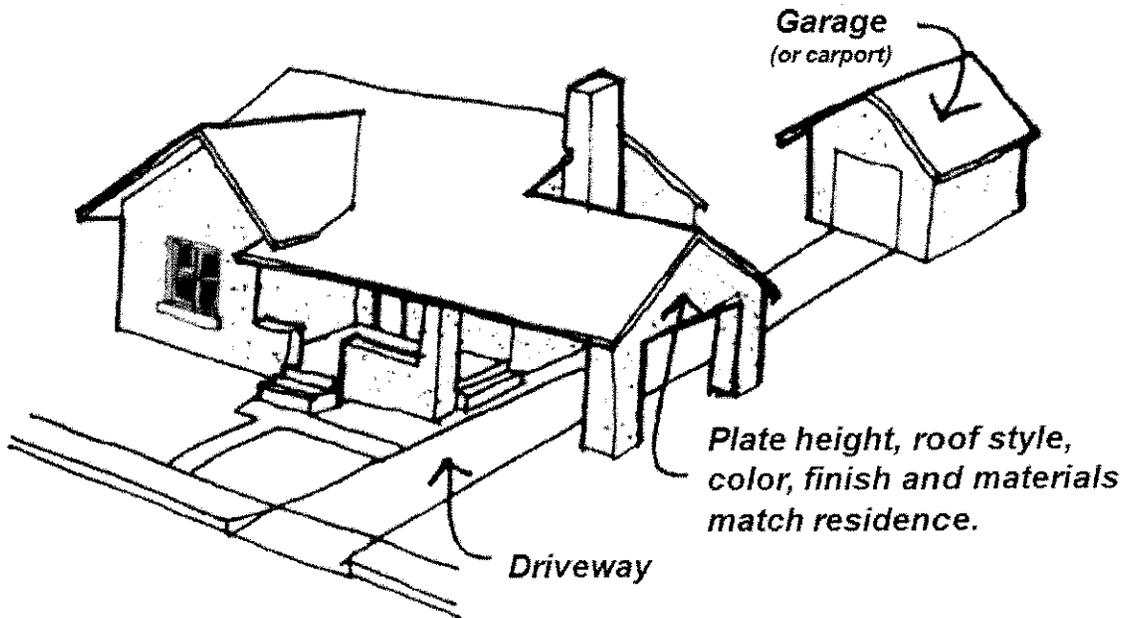
**SECTION 8.** Note 27 of Chapter 18.44 of Title 18 of the Pico Rivera Municipal Code is hereby amended as follows:

*Note 27. Driveway widths cannot be expanded beyond the width of the garage. Porte-cocheres shall be subject to the following conditions:*

1. *Porte-cocheres must be placed over a driveway which leads to a permitted garage or carport*
2. *Porte-cocheres must be attached to the residence as follows:*
  - a. *A minimum of fifty percent of the length of the porte-cochere must be*

attached to the side of the residence. The porte-cochere may project not more than ten feet in length beyond the adjacent street-facing residential building wall but shall not be located within any required setback area.

- b. Properties with a permitted circular driveway may also place a porte-cochere over the circular driveway if said structure is fully attached to the front of the residence.
  - c. Where the existing location of an attached garage makes it impossible to place the porte-cochere attached to the side of the residence, the porte-cochere may be constructed attached to the front of the garage provided that the porte-cochere does not exceed ten feet in depth and is not located within any required setback area.
3. All porte-cocheres must comply with setback requirements and property development standards pursuant to Chapter 18.42 of this title.
  4. Port-cocheres must have a minimum width opening of nine-feet with a maximum sheltering capacity of two vehicles at 9' x 20' for each vehicle. The porte-cochere can accommodate the two vehicles in tandem or side-by-side.
  5. The roof style, colors, finish, materials and plate height of the porte-cochere shall match the residence as shown in the following figure:



6. Porte-cocheres shall be limited solely to roof supporting posts or columns and shall not be enclosed nor have any walls except for the common walls of the residence and garage. Storage space may be provided within the

- attic space of the porte-cochere provided that access to the storage area is by means of a pull-down ladder. Said ladder shall remain closed when not in use. Habitable space cannot be located above the porte-cochere.
7. The roof height for a porte-cochere shall not exceed the roof height of the dwelling.
  8. Metal or plastic supporting columns are not permitted unless encased with masonry, wood or other decorative and compatible treatment so as to match the residence.
  9. Porte-cocheres shall be used solely for the shelter of operable vehicles and shall not be used for the storage or shelter of any articles, furniture or other property.

**SECTION 9.** Note 27 of Chapter 18.42 of Title 18 of the Pico Rivera Municipal Code is hereby amended as follows:

*Note 27. Projections Permitted into Required Yards. The following projections may be permitted to intrude or encroach into any required yard, but shall not occupy more than fifty percent of any required yard area, except paragraph e of this subsection. In the R-E and R-M zones, none of the following shall extend more than ten feet into a required front yard, and in the S-F zone, not more than six feet into a required front yard nor more than three feet into a side or rear yard, except paragraphs a, d, ~~and e~~ and i of this subsection.*

a. *Arbor-type entry structures constructed or erected over driveways or other similar-type architectural features not exceeding sixteen feet in height;*

b. *Cornices, roof eaves, belt courses, sills, buttresses, bay windows, or such other similar architectural features;*

c. *Fireplace structures not exceeding a width greater than twelve feet, measured parallel with the wall or portion thereof of which it is or forms a part;*

d. *Stairways and balconies, open-roofed porches, platforms, walkways, and such other similar features. Walkways not exceeding ~~six~~ four-feet in width may be extended to the front property line. Walk-ways shall maintain a ~~six~~ three-foot landscaped setback from an existing driveway or a ~~three~~ one-foot setback if a raised planter is constructed of decorative block or brick between the entire length of the driveway and the walkway. The raised planter shall be a minimum of ~~three~~ one-foot in width and one-foot in height. Walkways located directly adjacent to a driveway shall consist of decorative paving materials such as brick, scored concrete, aggregate concrete or other impervious materials so as to clearly distinguish the walkway from the driveway. Such pavers shall be used either as a decorative border or throughout the entire walkway area. Non-permanent or moveable pavers such as stepping stones, pebbles and river rocks are not permitted adjacent to a driveway;*

e. *Constructed landscape planter area not exceeding three and one-half feet in height above finished grade, natural landscape plant material and landscaping earth mounds and other similar features;*

f. *Planned unit developments (Column B only) permitted the following projections into the required yards:*

*Side yards: one-foot projection on interior lot line for fireplace or chimneys.*

*Rear yards: roofed, open sided patios must maintain a five-foot rear setback, inclusive of overhang. Patio coverage not to exceed fifty percent of the rear yard area. Barbecues, decks, or spas permitted to project into rear yard.*

g. *Residential infill zone developments permitted the following projections into required yards:*

*Side yards: One foot projection for fireplaces or chimneys.*

*Rear yards: Roofed, open sided patios must maintain a ten foot setback, inclusive of overhang. Patio and accessory coverage not to exceed fifty (50) percent of rear yard area. Patio slabs or decks may encroach within five feet of property line.*

h. *Such other features which, in the opinion of the zoning administrator, will produce desired effects not detrimental to the general nature and character of the area.*

*i. Porte-cochere structures may encroach up to two-feet into the required interior side-yard setback of single-family zoned lots, inclusive of the overhang.*

**SECTION 10.** Severability. The City Council hereby declares that it would have passed this ordinance sentence by sentence, paragraph by paragraph, and section by section and does hereby declare that the provisions of this Ordinance are severable, and if, for any reasons, any sentence, paragraph, or section of this Ordinance shall be held invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

**SECTION 11.** The City Clerk shall certify to the adoption of this Ordinance. The City Council hereby finds that there are not newspapers of general circulation published and circulated within the City. The City Clerk shall therefore cause this Ordinance to be posted in five public places within the City as specified in the Pico Rivera Municipal Code within fifteen days of its final passage and this Ordinance shall take effect thirty days following its final passage.

[THIS SECTION LEFT BLANK INTENTIONALLY]

**ORDINANCE NO.** \_\_\_\_\_

**Page 13 of 13**

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2013 by members of the City Council of the City of Pico Rivera, voting as follows:

\_\_\_\_\_  
Gustavo V. Camacho, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Anna M. Jerome, Assistant City Clerk

\_\_\_\_\_  
Arnold M. Alvarez-Glassman, City Attorney

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**



Monday, February 4, 2013

A regular meeting of the Planning Commission was called to order by Chairperson Elisaldez at 6:00 p.m., in the City Hall Council Chambers, 6615 Passons Boulevard, Pico Rivera, CA.

**STAFF PRESENT:**

Julia Gonzalez, Deputy Director  
Guille Aguilar, Senior Planner

**ROLL CALL:**

**PRESENT:** Commissioners Celiz, Elisaldez, Garcia, Martinez, Zermeno

**ABSENT:** None.

**FLAG SALUTE:** Led by Commissioner Garcia

**APPROVAL OF MINUTES:**

January 14, 2013

It was moved by Commissioner Celiz to approve the minutes of January 14, 2013, seconded by Commissioner Zermeno. Motion carried by the following roll call vote:

**AYES:** Celiz, Elisaldez, Garcia, Martinez, Zermeno

**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

**PUBLIC HEARING:**

**PUBLIC HEARING - ZONING CODE AMENDMENT NO. 165 – TO AMEND CHAPTERS 18.42 (PROPERTY DEVELOPMENT REGULATIONS) AND 18.44 (OFF-STREET PARKING AND LOADING OF THE CITY OF PICO RIVERA ZONING ORDINANCE AS THEY PERTAIN TO THE REGULATION OF RESIDENTIAL DRIVEWAY EXPANSIONS, PORTE-COCHERES AND WALKWAYS**

Senior Planner Aguilar stated that staff is recommending a number of changes which will provide residents with more options and flexibility on expanding their driveways. Single-family homes with an attached 1-car garage or carport would be allowed to expand a small portion of their driveway up to a maximum driveway width of 18' in

order to accommodate the parking two vehicles side-by-side on the driveway.

Staff also proposed to provide residents with the option of choosing the type of decorative wall or fence to install along the property line when they expand the driveway up to the property line and a reduction to the height of such wall from 3'-6" to 3'-0". Staff is also proposing to allow all single-family properties to install a walkway adjacent to the driveway provided that the walkway is made of decorative paving materials.

Senior Planner Aguilar stated that changes were made to the draft ordinance based on the Commission's prior comments. A regulation prohibiting the use of asphalted material to pave the driveway and driveway approaches was included in the draft ordinance. Staff also revised the diagrams to show the sidewalk area and indicated that the area between the approach and driveway must also be paved.

#### WALKWAYS

Staff is proposing the approval of walkways along the driveway area, as long as the driveway is made of decorative paving material or has a decorative border so it is distinct from the driveway.

Commissioner Martinez asked if we would make allowances if residents were handicapped and needed ramps or special ADA requirements.

Attorney John W. Lam responded that the State requires reasonable accommodation for persons with disabilities, thus allowances could be considered on a case-to-case basis.

#### PORTE-COCHERES

Staff is proposing to allow these structures as long as they are located on a permitted driveway and also lead to a permitted garage or carport. It must also be attached to the side of a residence or it may be located in front of the residence if the residence has a circular driveway. The porte-cochere must also match the roof style, color, finish, materials and plate height, and it cannot exceed the height of the dwelling, and must only be used for the shelter of the vehicle. It must also be open on two sides and will not count as the required parking.

Based on comments received at the January 14, 2013 meeting, staff is also proposing that a minimum of fifty percent of the length must be attached to the home. The portion not connected to the residence cannot exceed ten feet in length.

Staff spoke with resident Mr. Meier, who spoke at the January 14, 2013 meeting in favor of allowing detached porte-cocheres, to inform him of the requirement for the fifty percent attachment. Mr. Meier stated he would be submitting a letter because he and his mother prefer to have the structure detached. However, a letter was not received.

Staff also made a change in regards to Mr. Mongeau. His garage is attached entirely to his house. Since the configuration of his home would not allow him to attach the porte-cochere to his home, staff is proposing to allow them a maximum ten feet depth porte-cochere, but he would still be required to meet setback requirements.

Staff is also proposing a reduction to the side-yard setback from five feet to three feet for porte-cocheres.

Commissioner Garcia was concerned with the ten foot maximum projection for porte-cocheres in front of garages. He was more concerned about function than design.

Deputy Director Julia Gonzales stated that ten feet maximum is consistent throughout and is already more flexible than the actual intent of porte-cocheres. If staff was to follow the true intent of a porte-cocheres, it should not only be completely attached to the side of the home but should also be attached to a front porch so as to provide full protection from the elements from the moment one exists their vehicle up until they enter their residence.

Commissioner Celiz mentioned how Mr. Meier's lot is larger than most. She asked if we would take that into consideration.

Staff replied that we are proposing to not allow detached porte-cocheres and that a survey of several neighborhoods in the City showed that Mr. Meier's lot is not of an unusually large size.

Commissioner Elisaldez opened the Public Hearing and noted that there were no persons in the audience. Motion to close public hearing by Martinez and seconded by Zermeno.

Motion to approve public hearing.

**AYES:** Commissioners Celiz, Elisaldez, Garcia, Martinez, Zermeno  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

**CONTINUED BUSINESS:** None.

**NEW BUSINESS:**

Commissioner Martinez mentioned an incident when a dog was set loose on the trail. His question is who governs the trail, the Sheriff's or SEAACA.

Commissioner Martinez also wanted to know who cleans the graffiti on the Rio Hondo Trail. He stated there is graffiti on the trail between Whittier and Washington along the trail.

Commissioner Martinez also asked on any updates on the day laborer issue at Home Depot. He asked if we are doing anything on this issue. The Commissioners all would like to know if the Sheriff's can assist with this issue.

Deputy Director Julia Gonzalez stated that staff is not currently working on this issue, but it is a priority that staff will get to.

John Lam spoke on the issue of day laborers. He mentioned that there may be legal issues and first amendment rights violations.

Commissioner Celiz brought up loitering at the Home Depot and Walmart. She mentioned that she knows of some contractors who have been robbed at the location. She asked if the City can post signs stating no loitering. She stated that Sheriff's should be called out immediately to remove the day laborers.

John Lam answered that it is Home Depot's responsibility to put up signs not the City's.

Deputy Director Julia Gonzalez stated that there may be a political backlash to remove day laborers and that staff would conduct the appropriate research before taking action.

Commissioner Zermeno mentioned if we can let Public Works know that the street light at Myron and Passons is out. It has been out for over one week.

Commissioner Zermeno spoke on the homeless count the City participated in.

**PLANNING COMMISSION REPORTS:**

- a) CITY COUNCIL MEETING OF January 22, 2013 – Commissioner Celiz spoke on the CERT program the fire department presented. If anyone is interested in the

program, contact Lt. Sanchez. Commissioner Celiz wanted more information regarding the County consolidated sewer maintenance.

- b) PLANNING COMMISSION REPRESENTATIVE TO THE CITY COUNCIL MEETING OF Tuesday, February 12, 2013 - Commissioner Martinez confirmed his attendance.

There being no further business the Planning Commission meeting was adjourned at 6:42 p.m.

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Tommy Elisaldez, Chairperson

**ATTEST:**

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Benjamin A. Martinez, Secretary  
Planning Commission  
Director of Community and Economic Development

**RESOLUTION NO. 1202****A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PICO RIVERA, CALIFORNIA, RECOMMENDING CITY COUNCIL ADOPTION OF ZONE CODE AMENDMENT NO. 165 AMENDING TITLE 18 PERTAINING TO THE REGULATION OF RESIDENTIAL DRIVEWAY EXPANSIONS, PORTE-COCHERES AND WALKWAYS**

**THE PLANNING COMMISSION OF THE CITY OF PICO RIVERA HEREBY RESOLVES AS FOLLOWS:**

**WHEREAS**, existing Zoning Code, Ordinance No. 534, was adopted on April 1, 1975; and

**WHEREAS**, the Planning Commission of the City of Pico Rivera conducted a public hearing on the matter of amendment to Title 18 of the Pico Rivera Municipal Code at a legally noticed public hearing held on February 4, 2013; and

**NOW, THEREFORE**, be it resolved by the Planning Commission of the City of Pico Rivera that:

**SECTION 1.** Pursuant to the State of California Public Resources Code and State Guidelines for the California Environmental Quality Act (CEQA), the Planning Commission finds that there is no possibility that the project will have a significant effect on the environment and as a result, no further CEQA review is necessary. This determination is in accordance with Section 15061 (b)(3) of the CEQA Guidelines that states, a project is exempt from CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

**SECTION 2.** The Planning Commission hereby FINDS that the approval of said amendment to the Municipal Code will not be detrimental to the health, safety and welfare of the general public and recommends that the City Council concur with the determination that the amendment will not have a significant effect on the environment pursuant to Section 15061 (b)(3).

**SECTION 3.** Pursuant to Chapter 18.62, Article II of the Pico Rivera Municipal Code, the Planning Commission of the City of Pico Rivera hereby recommends to the City Council of the City of Pico Rivera, the approval of an Ordinance amending Title 18 of the Pico Rivera Municipal Code, modifying Chapters 18.42 and 18.44 as specifically described in draft ordinance designated herein as Attachment "A" made a part hereof and further

designated as Zone Code Amendment No. 165.

**SECTION 4.** Further, this Resolution with staff report and the recommended Ordinance attached hereto in this matter shall constitute a report of the Planning Commission to the City Council.

**SECTION 5.** The Planning Commission finds that the amendment to Title 18 of the Pico Rivera Municipal Code shall be approved for the following reasons and findings:

- a) The majority of the City's single-family housing stock was constructed prior to 1960 and at such time only a single-car garage was required. Due to changing demographics and lifestyle trends, most households no longer have a single-driver and are in need of additional parking amenities.
- b) That there is a vital need to adapt to the changing household driving trends by amending current regulations to provide additional options to accommodate for additional off-street parking and loading.
- c) That the proposed Amendment will provide a means by which the quality of life can be protected in compliance with Objective A.1.2 of the City's General Plan. The new provisions allowing porte-cocheres will ensure that residents have the option to construct a well-designed covered area to allow for convenient loading and off-loading from their vehicles and into their residence. The new provisions will also provide additional options for residential driveway expansions to accommodate for the demographics' growing parking needs.
- d) That the proposed Amendment is consistent with the spirit and integrity of the Municipal Code as to the intent of Chapters 18.42 and 18.44 pertaining to the property development and off-street parking regulations.

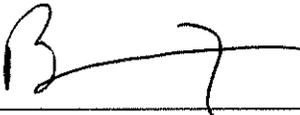
[Signatures on following page]

APPROVED AND ADOPTED this 4<sup>th</sup> day of February, 2013 by members of the Planning Commission of the City of Pico Rivera, voting as follows:

  
\_\_\_\_\_  
Tommy Elisaldez, Chairperson

ATTEST:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Benjamin A. Martinez, Secretary  
Planning Commission  
Community and Economic Development Director

\_\_\_\_\_  
John W. Lam, Assistant City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:



Tuesday, January 22, 2013

A Regular Meeting of the City Council was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Mayor Camacho called the meeting to order at 6:00 p.m. on behalf of the City Council.

**PRESENT:** Archuleta, Armenta, Salcido, Tercero, Camacho

**ABSENT:** None

**COMMISSIONERS PRESENT:**

Esther Celiz, Planning Commission

Theresa Corella, Sister City Commission

**INVOCATION:** Councilmember Archuleta

**PLEDGE OF ALLEGIANCE:** Commissioner Esther Celiz

**SPECIAL PRESENTATIONS:**

- Certificate of Appreciation – El Rancho Vista Healthcare Center
- Pico Rivera Dons Gremlins – League Champions
- Fire Department presentation on Winter Safety and CERT Program

**PUBLIC HEARING:**

1. **Public Hearing – An Ordinance of the City of Pico Rivera Amending Chapter 18 (Zoning) of the City of Pico Rivera Municipal Code Pertaining to the Regulations for Residential Driveway Expansion, Walkways and Porte-Cocheres.** (1300)

Mayor Camacho opened the public hearing and noted that there was no written communications or public comment cards to provide public testimony.

City Manager Bates stated that the recommendation is to continue the item to a date uncertain until staff receives action from the Planning Commission.

Motion by Councilmember Archuleta, seconded by Councilmember Armenta to continue the public hearing to a date uncertain. Motion carries by the following roll call vote:

**AYES:** Archuleta, Armenta, Salcido, Tercero, Camacho

**NOES:** None

**1<sup>st</sup> PERIOD OF PUBLIC COMMENTS – AGENDA ITEMS ONLY:** None.

**2. Minutes:**

- Approved City Council meeting of January 8, 2013
- Received and filed Planning Commission meeting of November 19, 2012
- Received and filed Planning Commission meeting of December 17, 2012

**3. Approved 11<sup>th</sup> Warrant Register of the 2012-2013 Fiscal Year.** (700)  
Check Numbers: 255120-255257  
Special Checks Numbers: None.

**4. Parks and Recreation Commission Appointments.** (300)

1. Adopted Resolution No. 6707 approving City Council appointments to the Parks & Recreation Commission.

Resolution No. 6707 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPOINTING THE FOLLOWING CITY ELECTORS: CARLOS CRUZ, WILLIAM PAUL GOMEZ, JOSEPH A. PALOMBI, JOHN R. GARCIA, AND RODNEY TORRES TO THE PARKS AND RECREATION COMMISSION FOR A ONE YEAR TERM SAID TO EXPIRE DECEMBER 2013

**5. Comprehensive Annual Financial Report (CAFR) for Fiscal Year Ending June 30, 2012.** (700)

1. Received and filed the Comprehensive Annual Financial Report for fiscal year ending June 30, 2012.

6. **Gateway Cities Council of Governments Truck Impacted Intersection Project Phase II – Cooperative Agreement for Design and Construction – Telegraph Road and Rosemead Boulevard/Lakewood Boulevard Intersection Improvements.** (500)

This item was removed from the Consent Calendar for further discussion and clarification.

7. **Agreement with County of Los Angeles for Procurement of Traffic Control System.** (500)

This item was removed from the Consent Calendar for further discussion and clarification.

8. **Amendment No. 1 to Professional Services Agreement No. 12-1332 with LA Consulting – Computerized Maintenance System.** (500)

1. Approved Amendment No. 1 to Professional Services Agreement No. 12-1332 with LA Consulting to assist in the procurement and process development necessary for the implementation of a computerized maintenance management system (CMMS) for a not-to-exceed amount of \$75,156 in accordance with the proposal dated December 14, 2012 and authorized the Mayor to execute the amendment in a form approved by the City Attorney.

Agreement No. 12-1332-1

9. **Rivera Park Renovation Project, CIP No. 21219 – Notice of Completion.** (500)

This item was removed from the Consent Calendar for further discussion and clarification.

Motion by Councilmember Armenta, seconded by Councilmember Archuleta to approve Consent Calendar Items Nos. 2, 3, 4, 5, and 8. Motion carries by the following roll call vote:

**AYES:** Archuleta, Armenta, Salcido, Tercero, Camacho  
**NOES:** None

**CONSENT CALENDAR ITEMS PULLED:**

6. **Gateway Cities Council of Governments Truck Impacted Intersection Project Phase II – Cooperative Agreement for Design and Construction – Telegraph Road and Rosemead Boulevard/Lakewood Boulevard Intersection Improvements.** (500)

Mayor Pro Tem Tercero asked if this project is to improve traffic congestion and the flow of truck traffic. City Manager Bates stated that this project entails improving the intersection by concreting the entire intersection. He stated that this project was shovel ready and that staff was able to take a benefit of funds that the Gateway COG had available which the city needs to expend by the end of the fiscal year. Mayor Pro Tem Tercero expressed his concern for a possible increase in truck traffic and pollution. City Manager Bates stated that with an improved intersection it should provide for a smoother flow of traffic thus reducing air pollution. He further stated that he does not anticipate an increased volume of trucks coming through the city.

Motion by Mayor Pro Tem Tercero, seconded by Councilmember Salcido to: 1) Approve Gateway Cities Council of Governments Cooperative Agreement to transfer design and construction to the city for the Telegraph Road at Lakewood/Rosemead Boulevard Intersection Project (Intersection Project) and authorize the Mayor to execute it in a form approved by the City Attorney; and 2) Appropriate \$148,699 in Proposition C funds to the Telegraph Road Landscape Median Improvement Project, CIP No. 21232. Motion carries by the following roll call vote:

Agreement No. 13-1370

**AYES:** Archuleta, Armenta, Salcido, Tercero, Camacho  
**NOES:** None

7. **Agreement with County of Los Angeles for Procurement of Traffic Control System.** (500)

Mayor Pro Tem Tercero asked if this project will increase truck traffic and pollution, if the city will need to maintain and support the system, and if so, has staff properly budgeted for it.

City Manager Bates stated that the city is already paying for the maintenance of the system and that it will not increase the maintenance fee but lower it. He stated that the

project is designed to be automated so that by reducing the stop/start traffic and keeping the traffic moving it reduces additional pollution that is caused by stop/start traffic.

Public Works Director Cervantes stated that this project is an improvement in circulation and is intended to accommodate regional traffic so that the current truck traffic that is already in place will benefit from this project.

Councilmember Armenta added that by using concrete to fill the intersection it improves the traffic flow by eliminating many of the potholes/grooves caused by the asphalt heating up and thus requiring fewer repairs.

Mayor Camacho thanked Director Cervantes and the Public Works staff for having this project shovel ready and being able to take advantage of the funds.

Motion by Mayor Pro Tem Tercero, seconded by Councilmember Salcido to authorize the City Manager to execute an agreement with the County of Los Angeles for the procurement of a traffic control system in a form approved by the City Attorney. Motion carries by the following roll call vote:

Agreement No. 13-1371

**AYES:** Archuleta, Armenta, Salcido, Tercero, Camacho

**NOES:** None

**9. Rivera Park Renovation Project, CIP No. 21219 – Notice of Completion. (500)**

Councilmember Salcido asked if by approving this item that the city is being asked to accept Rivera Park as complete and satisfactory. City Manager Bates stated that the recommendation is only to approve the project as complete and that for legal purposes this is part of taking the first step in order to resolve the liquidated damage issues.

City Attorney Alvarez-Glasman stated that this is a legal step in the process. He stated that by approving the project and filing a Notice of Completion is not a determination by the city that the work product is satisfactory and does not close the door for any future claims for defects or deficiencies in the work product. He suggested that if Council approves the item that an amendment to the recommendation be made using similar language.

Councilmember Archuleta asked the timeframe for addressing concerns with the contractor for deficiencies in the work product provided. City Manager Bates responded one year.

Motion by Councilmember Salcido, seconded by Councilmember Armenta to approve recommendation with amended language: 1) Accept as complete, effective January 17, 2013, work performed by Jeff Tracy, Inc. dba Land Forms Construction (LFC), on the Rivera Park Renovation Project and instruct the City Clerk to file the Notice of Completion with the Los Angeles County Recorder *with the reservation of rights that the city may have in any manner or taking further legal action against the contractor or any related party for this project*; and 2) Authorize the City Manager to approve four (4) Change Orders for additional work in the amount of \$285,655. Motion carries by the following roll call vote:

**AYES:** Archuleta, Armenta, Salcido, Tercero, Camacho

**NOES:** None

**LEGISLATION:**

**10. Consideration of Withdrawal from Los Angeles County Consolidated Sewer Maintenance District and Commencement of the City's Direct Operation and Maintenance of the Sewer System. (1200)**

Public Works Director Cervantes provided a brief PowerPoint presentation pertaining to sanitary sewer systems, sewer master plan, and annual maintenance services.

Council members discussed 35% reduction in costs, reserves, maintenance, concerns with creating a new district, with withdrawal from the maintenance program, Prop. 218 notifications, exposure and experience with the maintenance of the system, major catastrophes, and ability to utilize contract services with the county.

Motion by Councilmember Archuleta, seconded by Councilmember Armenta to adopt Resolution No. 6708 requesting withdrawal of the City of Pico Rivera from the Consolidated Sewer Maintenance District of the County of Los Angeles (CSMD) and authorize the Mayor, and/or the City Manager to sign all documents. Motion carries by the following roll call vote:

Resolution No. 6708 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, REQUESTING WITHDRAWAL OF THE TERRITORY KNOWN AS THE CITY OF PICO RIVERA FROM THE CONSOLIDATED SEWER MAINTENANCE DISTRICT OF THE COUNTY OF LOS ANGELES

**AYES:** Archuleta, Armenta, Salcido, Camacho  
**NOES:** Tercero

Recessed to Water Authority at 7:13 p.m.

ALL MEMBERS WERE PRESENT

Reconvened from Water Authority at 7:27 p.m.

ALL MEMBERS WERE PRESENT

**NEW BUSINESS:**

Councilmember Armenta requested a status update on the turf at Rivera Park for the next City Council meeting.

Councilmember Archuleta requested an update on the Metro Gold Line Project. City Manager Bates stated that because Measure J was defeated, all the transit projects are being re-evaluated. He further stated staffs concern with the priority for some of the transit projects going to the west side, to the neglect of the east and southeast, and that the Mayor will be attending a meeting at the MTA to advocate on the city's behalf.

Mayor Pro Tem Tercero mentioned his concern with an infestation of gophers on the south side of the city.

**OLD BUSINESS:**

Councilmember Archuleta asked for an update on the construction of the library and suggested providing a First Aid CPR Class for seniors at the Senior Center.

Assistant to the City Manager Chavez stated that the construction of the library is moving forward and within budget.

Mayor Pro Tem Tercero stated that in reference to the proposed zoning amendment pertaining to item number 1 on the agenda, he is not in favor of the construction of carports within the city.

In compliance with AB 1234, Mayor Camacho reported on his attendance at the California Contract Cities conference in San Diego which entailed classes on Emergency Preparedness, first responders, the water bay delta, economic forecast, LA-RICS program and suggested that staff work with the Sheriff and Fire Departments to develop and promote the CERT Program involving the Neighborhood Watch Program.

**2<sup>ND</sup> PERIOD OF PUBLIC COMMENTS – ALL OTHER CITY-RELATED BUSINESS:**

Maria Segovia, Vice President of Pacific Western Bank and President of the Pico Rivera Chamber of Commerce:

- Addressed the City Council regarding honoring the Whole Child as the business of the month, upcoming business-to-business luncheon and provided information on the Chamber of Commerce itinerary for the upcoming month.

Nora Chen, Rivera Librarian:

- Addressed the City Council regarding upcoming workshops: flower arrangement program; teen social workshop; and story time.

Marcos Alamillo, Field Representative for Assemblymember Cristina Garcia:

- Addressed the City Council to introduce himself and to invite City Council on February 9 at 11:00 a.m. to the District swearing in at the Armenian Cultural Center in Montebello.

**ADJOURNMENT:**

Mayor Camacho adjourned the City Council meeting at 7:50 p.m.in memory of Ubaldo (Wally) Herrera cousin to Councilmember Armenta. There being no objection it was so ordered.

**AYES:** Archuleta, Armenta, Salcido, Tercero, Camacho

**NOES:** None

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Gustavo V. Camacho, Mayor

**ATTEST:**

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Anna M. Jerome, Deputy City Clerk

I hereby certify that the foregoing is a true and correct report of the proceedings of the City Council regular meeting dated January 22, 2013 and approved by the City Council on February 12, 2013.

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Anna M. Jerome, Deputy City Clerk



Monday, January 14, 2013

A special meeting of the Planning Commission was called to order by Chairperson Zermeno at 6:03 p.m., in the City Hall Council Chambers, 6615 Passons Boulevard, Pico Rivera, CA.

**STAFF PRESENT:**

Ben Martinez, Director  
Julia Gonzalez, Deputy Director  
Guille Aguilar, Senior Planner

**ROLL CALL:**

**PRESENT:** Commissioners Celiz, Elisaldez, Garcia, Martinez, Zermeno

**ABSENT:** None

**FLAG SALUTE:** Led by Commissioner Celiz.

**APPROVAL OF MINUTES:**

December 17, 2012

It was moved by Commissioner Celiz to approve the minutes of December 17, 2012, seconded by Commissioner Zermeno.. Motion carried by the following roll call vote:

**AYES:** Celiz, Elisaldez, Garcia, Martinez, Zermeno

**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

**PUBLIC HEARING:**

**PUBLIC HEARING - ZONING CODE AMENDMENT NO. 165 – TO AMEND CHAPTERS 18.42 (PROPERTY DEVELOPMENT REGULATIONS) AND 18.44 (OFF-STREET PARKING AND LOADING OF THE CITY OF PICO RIVERA ZONING ORDINANCE AS THEY PERTAIN TO THE REGULATION OF PORTE COCHERES AND DRIVEWAY EXPANSIONS**

Senior Planner Aguilar began her report by specifying that this special meeting was called in efforts of expediting the code amendment and to provide concerned residents the opportunity to speak in favor or against the proposed changes. Senior Planner Aguilar stated that public comments were received specifying a desire to relax the porte-cochere regulations.

Commissioner Martinez asked staff to include language in the ordinance referencing the permit requirements and specifications from the Public Works Department for driveway approach expansions. He also suggested that staff revise the driveway expansion diagrams to specify that residents in neighborhoods without sidewalks must also pave the entire parkway area between the driveway and the approach matching the new width of the driveway.

Commissioner Celiz asked why staff is proposing to prohibit storage above porte-cocheres. Considering the small size of lots within the City, she believes additional storage space is often needed by residents.

Senior Planner Aguilar stated that of the cities surveyed, most did not allow storage above the porte-cocheres due to aesthetic concerns.

Commissioner Zermeno added that allowing storage above the porte-cochere can lead to outdoor storage issues with people leaving items under the porte-cocheres or with unattended pull-down ladders left open.

Senior Planner Aguilar stated that staff has included a regulation prohibiting any type of storage under the porte-cochere. Inoperable vehicles, furniture and personal items are all prohibited from being stored or placed under porte-cocheres or in general.

Commissioner Celiz suggested that staff look into allowing storage in the attic-space above the porte-cochere but to include regulations requiring the pull-down ladders to remain closed when not in use.

Commissioner Garcia inquired how staff is proposing to regulate existing porte-cocheres.

Senior Planner Aguilar responded that illegal porte-cocheres will be addressed on a complaint basis only.

Commissioner Garcia asked why there are so many porte-cocheres in the City. He indicated that there are too many throughout the City and asked if they were ever allowed.

Senior Planner Aguilar responded that City regulations have changed over time, and that some of the existing porte-cocheres and carports are legally permitted because at one time the City did permit such structures. But many were built without the benefit of a building permit and those non-permitted structures fall under the proposed regulations if a complaint is received. All legally permitted structures would be allowed to remain without compliance with the new regulations.

Chairperson Elizalde opened the public hearing. Peter Mier, resident at 6520 crossway, spoke on behalf of his mother who would like to construct a detached carport on her driveway. They would like the carport to be placed approximately 10' from the house, over the driveway. Mr. Mier stated that they are willing to comply with the other design standards and asked the Commission to consider allowing detached carports on the driveway.

Commissioner Zermeno asked Mr. Mier why he is not willing to attach the carport to the residence, since attaching it would render the porte-cochere approvable.

Mr. Mier stated that he understood the proposed code amendment would allow for an attached porte-cochere only, but he and his mother would like the City to allow detached porte-cocheres as well because they believe that attaching the porte-cochere to their home will take away from its unique design. Mr. Mier also stated that attaching the structure to the home will require relocation of a large gate.

Commissioner Martinez suggested that Mr. Mier explore the option of a variance in order to achieve his desired detached porte-cochere and asked staff if Mr. Mier could get approval for a variance.

Senior Planner Aguilar responded that Mr. Mier would not meet the requirements of the variance.

Chairperson Elisalde requested that Mr. Mier meet with staff to discuss his options and to assist him in finding a solution.

Resident Gilles Mongeau, 9725 Whiteland Street, who spoke at the December 17, 2012 meeting, asked the Commission to consider allowing porte-cocheres which do not match the roof style of the residence. He stated that the porte-cochere has existed at his property since he purchased the home in 1964. Around 10 years later, the porte-cochere

became infested with termites, so he rebuilt the structure utilizing aluminum and metal materials, not knowing that the structure was not legal. He believes that his porte-cochere has a simple, clean design and both he and his wife use the porte-cochere to protect themselves from the sun and rain as they enter and exit his truck.

Commissioner Martinez pointed to the picture of Mr. Mongeau's property on the presentation screen and asked staff to explain what portions of Mr. Mongeau's porte-cochere do not meet the proposed regulations.

Senior Planner Aguilar explained that Mr. Mongeau's porte-cochere does not match the roof style or materials of the residence and that the structure encroaches into both the front and side-yard setbacks.

Motion carried to close the public hearing by the following roll call:

**AYES:** Commissioners Celiz, Garcia, Martinez, Zermeno  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** Commissioner Elisaldez

**CONTINUED BUSINESS:** None.

**NEW BUSINESS:** None.

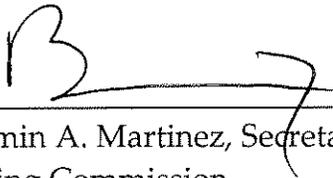
**PLANNING COMMISSION REPORTS:**

- a) CITY COUNCIL MEETING OF January 8, 2013 – Commissioner Garcia mentioned that the issue of 'pan handlers' came up at the last City Council meeting, specifically in the Towne Center and within the LA Fitness parking lot.
- b) PLANNING COMMISSION REPRESENTATIVE TO THE CITY COUNCIL MEETING OF Tuesday, January 22, 2013 - Commissioner Celiz confirmed her attendance.

There being no further business the Planning Commission meeting was adjourned at 7:02 p.m.

  
\_\_\_\_\_  
Tommy Elisaldez, Chairperson

**ATTEST:**

  
\_\_\_\_\_  
Benjamin A. Martinez, Secretary  
Planning Commission  
Director of Community and Economic Development

**12<sup>th</sup> WARRANT REGISTER OF THE 2012-2013 FISCAL YEAR**

**MEETING DATE:** 02/12/13

**TOTAL REGISTER AMOUNT:** \$4,131,281.93

**CHECK NUMBERS:** 255258-255589

**SPECIAL CHECK NUMBERS:**

**REGULAR CHECK TOTAL:** \$4,131,281.93

**SPECIAL CHECK TOTAL:**

**TOTAL REGISTER AMOUNT:** \$4,131,281.93

**PAYROLL REGISTER P/P 01/11/13 - 01/25/13**

**Pay Date: 01/31/13**

VOID ACH CKS

\_\_\_\_\_

VOID CKS

**Scrap:**  
380192, 380259  
380363 - 380461

SPECIAL CKS

\_\_\_\_\_

**CKS**  
380193 - 380258      56,988.15  
\_\_\_\_\_      56,988.15

**ACH**  
380260 - 380558      256,924.31  
\_\_\_\_\_      256,924.31

**TOTAL**      313,912.46



**To:** Mayor and City Council

**From:** City Manager

**Meeting Date:** February 12, 2013

**Subject:** A TRANSPORTATION PLANNING GRANT APPLICATION FOR UP TO \$300,000 UNDER THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FISCAL YEAR 2013-2014

**Recommendation:**

1. Adopt Resolution authorizing the City Manager, or his designee, to submit an application to Caltrans for Transportation Planning Grant.
2. Authorize the City Manager, or his designee, to accept a grant from Caltrans for up to \$300,000 in Transportation Planning Grant funds and execute all documents necessary to accept the funds.

**Fiscal Impact:**

If successful, the City will receive up to \$300,000 in grant funding from Caltrans, with a local match of 10% or up to \$30,000 in Economic Development Administration (EDA) Funds. Of the 10% local match, 7.5% must be a cash match and 2.5% can be in-kind assistance toward the project, such as City staff time. There will be no fiscal impact to the General fund.

**Discussion:**

The California Department of Transportation (Caltrans) annually awards grants for the preparation of transportation planning studies. The grants are intended to promote

COUNCIL AGENDA MEMO – MTG. OF FEBRUARY 12, 2013  
AUTHORIZATION FOR CALTRANS GRANT

Page 2 of 2

strong and healthy communities, economic growth, and enhance mobility within cities. Last year, the City applied for this grant opportunity but was not successful. Last year's application requested funds to plan for general improvements to all of the City's major corridors such as Washington, Rosemead, and Whittier Boulevards. This year, staff will submit an application that focuses more on the Durfee/Passons corridor. After debriefing with Caltrans officials regarding last year's results, staff feels our application will be more competitive if we focus on this corridor due to the ongoing Durfee Underpass project and the amount of public facilities and schools located along this corridor that generate high traffic volumes and pedestrian use.

A resolution has been prepared for the City Council that authorizes the City Manager, or his designee, to apply for, accept, and implement up to \$300,000 in Caltrans Transportation Planning Grant funds, if the City is successful with the grant application.



Ronald Bates

RB:BAM:ll

Attachment:

- 1.) Resolution

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SUBMIT A GRANT APPLICATION FOR UP TO \$300,000 UNDER THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FISCAL YEAR 2013-2014 TRANSPORTATION PLANNING GRANT FOR THE PICO RIVERA COMPLETE CORRIDORS PLAN FOR THE CITY OF PICO RIVERA, CALIFORNIA**

**WHEREAS**, the California Department of Transportation (Caltrans) invites applications for Fiscal Year 2013-2014 Transportation Planning with funds available for the preparation of transportation planning studies; and

**WHEREAS**, Transportation Planning Grants are intended to promote strong and healthy communities, economic growth, and enhanced mobility within cities; and

**WHEREAS**, the City of Pico Rivera desires to promote a more livable community that provides safe access for pedestrians, bicyclists, students and workers leading to higher rates of community well-being, health and safety.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Pico Rivera resolves as follows:

**SECTION 1.** That the City Manager, or designee, is authorized to apply to the California Department of Transportation (Caltrans) for a Transportation Planning Grant to provide funds for the Project.

**SECTION 2.** That the City Manager, or designee, is authorized to take all necessary steps to secure the grant funds from Caltrans to provide funds for the Project.

**SECTION 3.** That the City Manager, or designee, is authorized and empowered to conduct all negotiations, execute and submit all documents, including but not limited to contracts, subcontracts, applications, agreements, extensions, renewals, payment requests, and amendments of funding providing by Caltrans which may be necessary for the completion of the Project.

**SECTION 4.** That the City Manger, or designee, is authorized, for and on behalf of the City, to accept and administer the grant funds, if secured, in accordance with the terms and conditions set-forth in the approved grant for the Project.

**SECTION 5.** This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting this resolution.

[THIS SECTION LEFT BLANK INTENTIONALLY]

RESOLUTION NO. \_\_\_\_\_

Page 2 of 2

APPROVED AND ADOPTED this 12<sup>th</sup> day of February, 2013.

\_\_\_\_\_  
Gustavo V. Camacho, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Anna M. Jerome, Assistant City Clerk

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:



**To:** Mayor and City Council  
**From:** City Manager  
**Meeting Date:** February 12, 2013  
**Subject:** CONTRACT FOR ACCOUNTING ASSISTANCE

**Recommendation:**

Authorize the City Manager to enter into a contract with Susan Hartman in an amount "not to exceed" \$120,000 for two fiscal years.

**Fiscal Impact:**

The proposed consulting contract is "not to exceed" \$120,000 for two fiscal years.

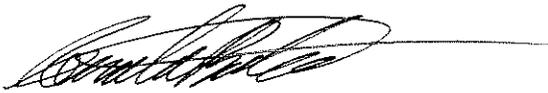
**Discussion:**

The Finance Department has utilized consultants to assist in the workload for some time due to vacancies in the department. The City is working diligently to fill the positions, but vacancies continue to exist. As positions are filled, Staff continues to evaluate staffing needs. With the assistance of contractors, the City is able to continue to perform the needed accounting and reporting functions.

During 2011, the City Council approved a contract with Susan Hartman on a part-time basis to assist with certain accounting projects including year-end closing. For several months, no services were needed from or provided by Susan Hartman. The City is continuing to evaluate the need for another Accountant, and staff anticipates a recommendation to Council with the 2013-14 budget.

Staff recommends approval of the contract with Susan Hartman at the same hourly rate of \$70 previously approved in 2011. Finance staff obtained quotes from three temporary accounting services and placement firms and received quotes of hourly rates ranging from \$90 to \$95 per hour. Services to be provided include assistance with the year-end closing including preparation and review of journal entries, preparing and reviewing year-end schedules, and reviewing annual financial reports.

Susan Hartman is a Certified Public Accountant and has over twenty years experience in working with cities. Susan Hartman retired from the City of Yorba Linda as their Finance Director and was previously the Finance Director for the City of Claremont. Her broad experience in municipal accounting is helpful to the City in several areas including grant accounting and year-end closing to prepare the City for the annual audit. She will only be used as needed with any unspent monies at the end of the contract reverting to the General Fund.

A handwritten signature in black ink, appearing to read "Ronald Bates", with a long horizontal line extending to the right.

Ronald Bates

MM

Attachment 1 – Proposed Professional Consulting Services Agreement

# PROFESSIONAL CONSULTING SERVICES AGREEMENT

AGREEMENT NO. \_\_\_\_\_

THIS AGREEMENT is made and entered into on February 1, 2013, by the City of Pico Rivera, a municipal corporation, (hereinafter referred to as "CITY") and Susan Hartman (hereinafter referred to as "CONTRACTOR").

## SECTION 1. RECITALS.

**WHEREAS** the CITY desires to retain the services of a qualified professional consultant to assist in preparing for the annual audit; and

**WHEREAS** the CITY and CONTRACTOR desire to contract with one another for professional consulting services;

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

## SECTION 2. SERVICES.

- a. CONTRACTOR shall provide the services described in ATTACHMENT A regarding accounting services and shall be compensated at an hourly rate of \$70 per hour not to exceed \$120,000.
- b. CITY understands and hereby agrees that the services provided by CONTRACTOR under this Agreement will be performed wholly or in large part by CONTRACTOR.
- c. CITY agrees to cooperate with, and to provide all necessary information and assistance to, CONTRACTOR in order that CONTRACTOR may fulfill its obligations pursuant to this Agreement.

## SECTION 3. TERM.

This Agreement shall commence on February 1, 2013, and shall expire on January 31, 2015, unless sooner terminated as hereinafter provided. In no event shall this Agreement extend beyond January 31, 2015.

## SECTION 4. PERFORMANCE.

- a. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.

- b. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.
- c. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. CONTRACTOR shall have the right to retain, subject to CITY'S approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONTRACTOR.
- e. CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

CONTRACTOR hereby agrees that all work products produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement shall be the property of the CITY and ownership of said work product shall be retained by the CITY.

SECTION 6. EXTRA SERVICES.

No extra services shall be rendered by Contractor under this Agreement unless such extra services first shall have been duly authorized in writing by the City Manager.

SECTION 7. CITY SUPERVISION.

The City Manager, or his designee, shall have the right of general supervision of all work performed by Contractor and shall be the city agent with respect to obtaining Contractor's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager, or his designee.

SECTION 8. TERMINATION.

- a. CITY and CONTRACTOR shall have the right to terminate this Agreement, with or without cause, for any reason, with thirty days' written notice. Termination shall become effective 30 days after delivery of written notice to the other party. The parties shall continue to perform their respective obligations under this Agreement during the 30-day notice period. In

the event neither CITY nor CONTRACTOR exercises the right to terminate as set forth herein, this Agreement shall automatically terminate on January 31, 2015.

b. Either party may terminate this Agreement for cause, effective immediately, upon written notice to the other party. For purposes of the Agreement, "cause" shall include, but not be limited to, a material breach of this Agreement.

c. Upon termination with or without cause, CITY shall pay to CONTRACTOR, within thirty (30) days of receipt of a final invoice, all amounts due and owing to Contractor through the effective date of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by CONTRACTOR during the term of this Agreement.

SECTION 10. NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY.

No official or employee of the City shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

SECTION 11. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR'S employees or CONTRACTOR'S subcontractors for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. CITY shall not deduct from the compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no

responsibility to provide CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 12. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Pico Rivera Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section. In addition, CONTRACTOR shall obtain a business license as required by the Pico Rivera Municipal Code.

SECTION 13. PERS ELIGIBILITY INDEMNITY

a. In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONSULTANT shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

b. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 14. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

CONTRACTOR shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- A. Automobile liability for owned, hired and non-owned vehicles utilized by CONTRACTOR, its employees or subcontractors, in the amount of \$100,000.00 per occurrence; and
- B. CONTRACTOR shall obtain and maintain during the life of this Agreement Workers Compensation Insurance for its employees and subcontractors (if any).

Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-Class VII or better as approved by the CITY.

SECTION 16. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

SECTION 17. WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 18. GOVERNING LAW.

This Agreement shall be interpreted and construed according to the laws of the State of California and venue shall be in the County of Los Angeles, State of California.

SECTION 19. ATTORNEY'S FEES & COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES

Each of the parties represents and warrants to one another as follows:

- A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- C. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.
- f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to

obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices shall be personally delivered or mailed to the addresses listed below:

-----  
Susan Hartman  
1324 Candlewood Drive  
Fullerton, CA 92833

Ronald Bates, Ph.D.  
City Manager  
City of Pico Rivera  
6615 Passons Blvd.  
Pico Rivera, CA 90660

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

**CITY OF PICO RIVERA**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Ronald Bates, Ph.D.  
City Manager

**CONTRACTOR**

Dated: \_\_\_\_\_

  
\_\_\_\_\_  
Susan Hartman

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Anna J. Jerome, Assistant City Clerk

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney



**To:** Mayor and City Council

**From:** City Manager

**Meeting Date:** February 12, 2013

**Subject:** CONCRETE IMPROVEMENTS IN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AREAS, CIP NO. 21244 – AWARD OF CONSTRUCTION CONTRACT

**Recommendation:**

Award a construction contract in the amount of \$151,280 to Martinez Concrete, Inc. for the Concrete Improvements in Community Development Block Grant (CDBG) Areas Project, CIP No. 21244, and authorize the Mayor to execute the contract in a form approved by the City Attorney.

**Fiscal Impact:** \$200,000 (Community Development Block Grant)  
Account No. 210-7300-44500-21244

**Discussion:**

On July 10, 2012, City Council approved the Community Development Block Grant (CDBG) 2012-2013 Action Plan and allocated \$200,000 in CDBG grant funds to the Concrete Improvements in CDBG Areas Project (Concrete Project).

Through new construction or reconstruction, the Concrete Project will improve public streets with American with Disabilities Act (ADA)-compliant curb ramps as follows:

- Curb ramps will be installed on street corners where none exist;
- Curb ramps that do not meet current ADA standards will be reconstructed; and
- Sidewalks as well as curb and gutter immediately adjoining the curb ramps will be reconstructed to meet ADA standards.

The Concrete Project will take place in areas of the City designated as CDBG Funded Areas. A total of 60 curb ramps will be constructed or reconstructed (see Exhibit "A" for locations).

On November 13, 2012, the City Council approved the plans, specifications and estimate, and authorized staff to advertise for bids.

COUNCIL AGENDA REPORT – MTG. OF 2/12/13  
CONCRETE IMPROVEMENTS IN COMMUNITY DEVELOPMENT BLOCK GRANT  
(CDBG) AREAS, CIP NO. 21244 – AWARD OF CONSTRUCTION CONTRACT  
Page 2 of 2

On November 29 and December 13, 2012, bids were advertised. Bids were opened by the City Clerk on January 15, 2013 and four (4) bids were received. Below is a summary of all the bids.

	<u>Contractor</u>	<u>Bid Amount</u>
1.	Martinez Concrete, Inc.	\$151,280.00
2.	DMC Engineering, Inc.	\$163,560.00
3.	Kalban, Inc.	\$164,800.00
4.	E.C. Construction	\$270,170.00

After completion of the bid analysis, Martinez Concrete, Inc. was confirmed to be a responsible bidder and their bid was confirmed to be the lowest responsive bid. Their \$151,280 bid is \$23,720 or 13.5% lower than the Engineer's Estimate of \$175,000.

The \$200,000 budget is fully funded with CDBG grant funds. Funding will be used for construction and contingency (\$175,000), labor compliance (\$5,000), staff time (\$15,000) and other services if determined to be necessary (\$5,000). These funds are currently budgeted in the Capital Improvement Program, thus there will be no impact to the General Fund Reserve.

The approximate project schedule is as follows:

- Award Construction      February 2013
- Start Construction      March 2013
- Complete Construction    April 2013

Construction management and inspection services will be provided by the Public Works, Engineering Division.

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), the Concrete Project is categorically exempt under Class 1(c) for existing facilities. Under CEQA, a project is exempt if the scope of work is limited to the repair, maintenance, reconstruction or minor alterations of an existing street or sidewalk.



Ronald Bates

RRB:AC:RG:MN:lg

Enc.

- 1) Exhibit "A" - Location Map
- 2) Exhibit "B" - Construction Contract

COMMUNITY DEVELOPMENT BLOCK GRANT AREAS  
(CDBG)

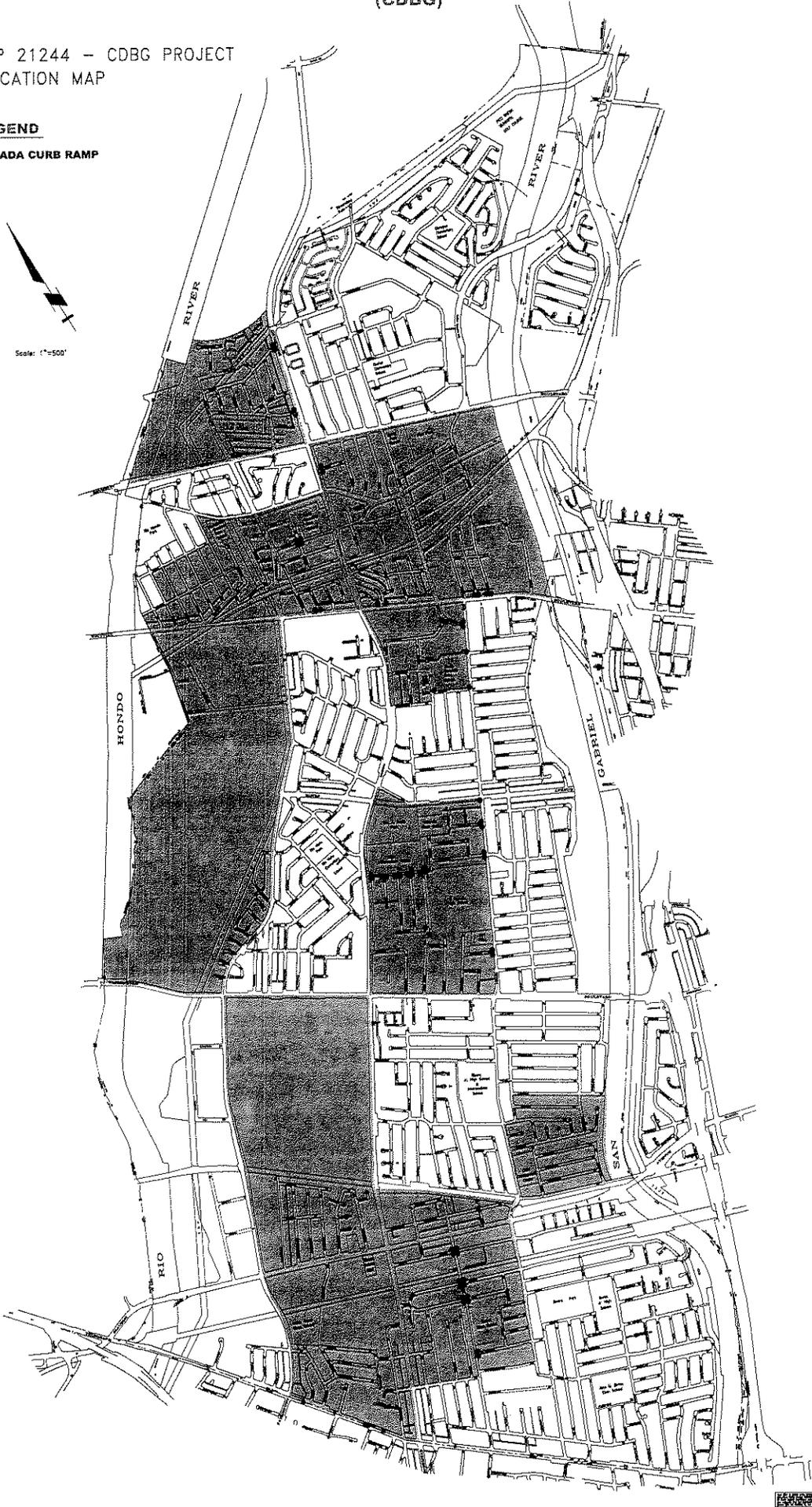
CIP 21244 - CDBG PROJECT  
LOCATION MAP

LEGEND

● - ADA CURB RAMP



Scale: 1"=500'



10/20/07

## PUBLIC WORKS CONTRACT SERVICES AGREEMENT

CAPITAL IMPROVEMENT PROJECT NO. 21244  
CONCRETE IMPROVEMENTS IN COMMUNITY  
DEVELOPMENT BLOCK GRANT AREAS

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this 12th day of February, 2013 by and between the CITY OF PICO RIVERA, a municipal corporation, (herein "City") and Martinez Concrete Inc. (herein "Contractor"). The parties hereto agree as follows:

## RECITALS

A. City requires services for the construction of **CIP No. 21244 Concrete Improvements In Community Development Block Grant Areas**. Contractor has represented to City that Contractor is qualified to perform said services and has submitted a proposal to City for same.

B. City desires to have Contractor perform said services on the terms and conditions set forth herein.

NOW, THEREFORE, based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

## 1. SERVICES OF CONTRACTOR

1.1 **Scope of Services** - In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "**Bid Document**" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

1.2 **Documents Included in Contract** - This contract consists of the following Contract Documents: Notice of Inviting Bids, Special Provisions - General, Special Provisions - Part 1, General Provisions, Proposal, Instruction to Bidders, Bidders Proposal, Bidders Bond (Bidder's Guarantee), Bond for Faithful Performance, Bond for Labor and Material, Escrow Agreement, Schedule of Non-Working Fridays, Waste Management Plan, Federal ARRA Requirements, Supplemental Information Form, Tax Identification Number Form, Guarantee, this Contract, and any and all schedules and attachments to it which are incorporated as if fully set forth herein

1.3 **Order of Preference of Documents** - In the event of an inconsistency among the Contract Documents, the Contract Documents shall have the following order of preference:

1. This Agreement
2. Special Provisions
3. Plans and Details
4. Latest APWA Standards/Green Book Edition
5. Latest Caltrans Specification

1.4 **Additional Services** - City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said extra work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty-five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

## 2. GENERAL CONDITIONS

2.1 **Compliance with Law** - The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Neither the City, nor their officers, agents, nor employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

2.2 **Licenses, Permits, Fees, and Assessments** - Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.2.

2.3 **Familiarity with Work** - By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that

Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

**2.4 Care of Work** - The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's sole negligence.

**2.5 Further Responsibilities of Parties** - Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this Agreement.

**2.6 Prevailing Wage Laws** - In accordance with Labor Code Section 1770 et seq., the director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages which is the minimum amount which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the Director of Public Works and is hereby incorporated in this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

**2.7 Type of Contractor's License.** The Contractor shall possess the following types of contractor's license(s) to perform the work pursuant to this Agreement:

General Contractor Class A or  
Concrete Contractor Class C-8

**2.8 Ineligible Contractor Prohibited.** Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Agreement.

### 3. COMPENSATION

**3.1 Contract Sum** - For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of one hundred fifty one thousand two hundred eighty dollars

(\$151,280) (herein "Contract Sum"), except as provided in Section 1.4. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

**3.2 Progress Payments** - Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized payment request for all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon receipt of a properly presented payment request, the Contract Officer shall process the payment request in accordance with Public Contracts Code Section 20104.50. The Contract Officer shall review the payment request as soon as possible. If the Contract Officer rejects the payment request, it shall be returned to the Contractor within seven days of its receipt by the City with an explanation for the reasons of its rejection. If the payment request is approved in writing by the Contract Officer, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 3.3 of this Agreement for retention of funds.

**3.3 Retention of Funds** - Progress payments shall be made in accordance with the provisions of Section 2.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under this Agreement during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts, if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

#### 4. PERFORMANCE SCHEDULE

**4.1 Time of Essence** - Time is of the essence in the performance of this Agreement.

**4.2 Schedule of Performance** - Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Project Schedule" twenty (20) working days and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer.

**4.3 Force Majeure** - The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine

restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 **Term** - Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the work by the Contract Officer.

## 5. COORDINATION OF WORK

5.1 **Representative of Contractor** - The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

Robert Martinez  
Sec./Treas.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 **Contract Officer** - The Contract Officer shall be such person as may be designated by the City Manager or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 **Prohibition Against Assignment** - The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

**5.4 Independent Contractor** - Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City, nor shall City officers, employees or agents be deemed the officers, employees, or agents of Contractor as a result of this Agreement. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

**5.5 PERS Eligibility Indemnity** - In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation benefit, or any incident of employment by the City and entitlement to any contribution to be paid by the City for employee contribution and or employee contribution for PERS benefits.

**5.6 Identity of Persons Performing Work** - Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

**5.7 Utility Relocation** - City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse Contractor for any costs incurred in locating, repairing damage not caused by Contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

**5.8 Trenches, Excavations and Unknown Conditions** - Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is 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; (2) Subsurface or latent physical conditions at the site different from those indicated; or (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 this Agreement.

b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order per Section 1.4 of this Agreement.

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

**5.9 Trench and Pipeline Safety** – If this Agreement is for more than \$25,000 and involves excavation of any trench five feet or more in depth, the Contractor shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection in accordance with Labor Code Section 6705. Such plan shall be approved by a qualified representative of the City.

6. INSURANCE, INDEMNIFICATION AND BONDS

6.1 **Insurance** - The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

Coverage (Check if applicable)		Minimum Limits
(X)	Comprehensive General Liability Insurance (including premises and operations)	\$1,000,000 per occurrence combined single limit
( )	Contractual Liability Insurance Products Liability Insurance	\$1,000,000 limit
(X)	Comprehensive Automobile Liability Insurance (includes owned, non-owned, and hired automobile hazard)	\$1,000,000 per occurrence combined single limit
( )	Professional Liability Insurance (providing for a one year discovery period)	\$1,000,000 limit
(X)	Workers' Compensation/Employers' Liability Insurance	Statutory \$1,000,000 per occurrence
	Risk of Loss Insurance	
	Acts of God Insurance	

CONDITIONS:

The insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of "A"-minus or better.

This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the City Engineer, City of Pico Rivera, California.

Any insurance maintained by the City of Pico Rivera shall apply in excess of, and not combined with, insurance provided by this policy.

The City of Pico Rivera, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

Prior to commencement of any work under this Agreement, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives

documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this Agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1.

**6.2 Indemnification** - Contractor shall indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the City, its officers, agents or employees, and in connection therewith:

a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors', or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall

pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.

d) Contractor's duty to defend and indemnify as set out in this Section 6.2 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

e) City shall provide timely written notice to Contractor of any third party claims (California Public Contracts Code 9201).

The Contractor's indemnification obligations pursuant to this Section 6.2 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

**6.3 Labor and Materials Bond, Performance Security and Warranty Security** - Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance security each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the payment of subcontractors, laborers and materialmen, and the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond or security shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement. Prior to the acceptance of the work by the City, Contractor shall deposit with the City a Warranty Bond or Security in the amount of 50% of the amount of this Contract and in a form provided by the City warranting the work and materials for a period of one year from the date of acceptance by the City.

**6.4 Sufficiency of Insurer or Surety** - Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 6 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

6.5 **Substitution of Securities** - Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under this Agreement for the work to be performed will be permitted at the request and expense of the successful bidder.

## 7. RECORDS AND REPORTS

7.1 **Reports** - Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 **Records** - Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 **Ownership of Documents** - All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

## 8. ENFORCEMENT OF AGREEMENT

8.1 **California Law** - This Agreement shall be construed and interpreted both as to validity and as to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 **Disputes** - In the event either party fails to perform its obligations hereunder, the non-defaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the non-defaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the non-defaulting party shall have the right, in addition to any other rights the non-defaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.2 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.3 **Dispute Resolution** - If the amount of this Agreement is \$375,000 or less, disputes regarding time extensions or payment amounts must be submitted to a resolution process in accordance with Public Contracts Code 20104-20104.4 as follows:

- (1) Informal negotiation between the City and general contractor.
- (2) Mediation with the general contractor.
- (3) Arbitration.
- (4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.

8.4 **Waiver** - No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.5 **Rights and Remedies are Cumulative** - Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.6 **Legal Action** - In addition to any other rights or remedies, either party may take legal action, law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

**8.7 Liquidated Damages** - Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of one thousand dollars (\$1000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit B). In addition, liquidated damages may be assessed for failure to comply with the emergency call out requirements described in the Scope of Services (Exhibit A). The City may withhold from any moneys payable on account of services performed by the Contractor any accrued liquidated damages.

**8.8 Termination for Default of Contractor** - If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

**8.9 Termination for Convenience** – The City may terminate this Agreement without cause for the convenience of the City upon giving Contractor 30 days' prior written notice of termination of the Agreement. Upon receipt of the notice of termination, the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City, the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination, Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by Contractor.

2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the move-off.

3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.

4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

**8.10 Attorney's Fees** - If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief

which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

9. CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

9.1 **Non-liability of City Officers and Employees** - No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 **Conflict of Interest** - The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.3 **Covenant Against Discrimination** - Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 **Notice** - Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Pico Rivera  
6615 Passons Boulevard  
Pico Rivera, California 90660  
Attention: Director of Public Works/City Engineer

To Contractor: Martinez Concrete Inc.  
920 W. Foothill Blvd.  
Azusa, CA 91702  
Attn: Robert Martinez Sec./Treas.

10.2 **Interpretation** - The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

**10.3 Integration; Amendment** - It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

**10.4 Severability** - In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**10.5 Hiring of Undocumented Workers Prohibited** - Contractor shall not hire or employ any person to perform work within the City of Pico Rivera or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

**10.6 Unfair Business Practices Claims** - In entering into a public works contract 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. Section 15) or under the 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 the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the Contractor without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.)

**10.7 Corporate Authority** - The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

CITY OF PICO RIVERA,  
a municipal corporation

By: \_\_\_\_\_  
Anna M. Jerome, Assistant City Clerk

By: \_\_\_\_\_  
Gustavo V. Camacho, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

CONTRACTOR:

By: MARTINEZ CONCRETE  
(Print)

By: \_\_\_\_\_  
(Print)

Signature:  \_\_\_\_\_

Signature: \_\_\_\_\_

Title: SEC/TREAS.

Title: \_\_\_\_\_

Address: 920. W. FOOTHILL BLVD.  
AZUSA, CA 91702  
\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**To:** Mayor and City Council

**From:** City Manager

**Meeting Date:** February 12, 2013

**Subject:** PASSONS BOULEVARD UNDERPASS PROJECT (CIP NO. 20053) – AMENDMENT NO. 6 TO PROFESSIONAL SERVICES AGREEMENT NO. 07-992 WITH OVERLAND, PACIFIC, & CUTLER, INC. FOR ADDITIONAL RIGHT-OF-WAY SERVICES

**Recommendation:**

Approve Amendment No. 6 to Professional Services Agreement No. 07-992 with Overland, Pacific & Cutler, Inc. (OPC) for additional right-of-way services in accordance with their proposal dated December 18, 2012 and authorize the Mayor to execute the amendment in a form approved by the City Attorney.

**Fiscal Impact:** \$40,000 Section 190 Funding  
(CIP Account No. 210-7300-44500-00020053)

**Background:**

OPC was awarded a professional services agreement in 2007 for right-of-way (ROW) consulting services for the Passons Boulevard Underpass Project. The original contract was for \$360,470 to assist with tenant relocation and acquisition of five residential properties, one 90-unit apartment complex, and four other project-related properties.

Since 2007, OPC's scope of services has increased as the project has progressed. Five amendments have been processed to date.

Amendment Nos. 1 through 4 were previously authorized by the City Council in the amount of \$216,575. Work involved preparing appraisals, title reports and litigation guarantees, negotiations regarding the Maizeland School site, easements on MTA and railroad sites, and securing the right of entry for environmental and construction purposes at different sites such as Seven Eleven and Dental Office. Other services included utility coordination which involved processing license agreements, amendments to existing agreements, utility easements, and addressing any and all right-of-way matters required for utility relocations.

Amendment No. 5 was authorized administratively by staff in the amount of \$29,500, it was necessary to mitigate impacts to residents. During the construction of the Passons Boulevard Underpass, property owners expressed concern with the increase in noise levels from the

PASSONS BOULEVARD GRADE SEPARATION PROJECT (CIP NO. 20053) – REQUEST FOR AMENDMENT NO.6 TO THE PROFESSIONAL SERVICES AGREEMENT WITH OVERLAND, PACIFIC, & CUTLER, INC.

Page 2 of 2

*shoofly* (a temporary railroad track). Following negotiations with property owners, Noise Easements were selected as the preferred mitigation measure for the increase in noise. OPC processed the eleven (11) Noise Easements through execution.

Now that the construction of the Underpass is complete, the City is wrapping up right-of-way issues necessary to close out the project. Additional services from OPC are necessary through project close-out.

The additional work includes; a right-of-entry agreement with the nearby tattoo business; finalizing of the exchange agreements with BNSF; processing a License Agreement with Los Angeles County Sanitation District to transfer ownership to the County; a partial roadway vacation of Rivera Road; and disposal of property through State surplus processes.

OPC is proposing to complete the work for a not-to-exceed amount of \$40,000. The adjusted contract award will increase to \$730,545. A comprehensive scope of work and fee proposal is attached.



Ronald Bates

RRB:AC:MPC:lg

Enc.

- 1) Amendment No. 6 to Agreement No. 07-992
- 2) Exhibit "A" to Agreement - Proposal for Additional ROW Services, Overland Pacific & Cutler, Inc., dated 12/18/12

**AMENDMENT NO. 6  
TO THE PROFESSIONAL SERVICES AGREEMENT  
WITH OVERLAND PACIFIC & CUTLER, INC., AGREEMENT NO. 07-992**

**THIS AMENDMENT NO. 6 TO AGREEMENT NO. 07-992 FOR PROFESSIONAL SERVICES WITH OVERLAND PACIFIC & CUTLER, INC.** ("Amendment No. 6"), effective as of the date specified in Paragraph 4 hereof, is made and entered into by and between the CITY OF PICO RIVERA ("CITY"), and Overland Pacific & Cutler, Inc. ("CONSULTANT").

**RECITALS**

- A. CITY and CONSULTANT (collectively referred to as the "PARTIES") have previously executed that certain *Agreement for Professional Services, Agreement No. 07-992* ("Agreement") relating to professional services in the City of Pico Rivera.
- B. The PARTIES desire to amend said Agreement as set forth herein, pursuant to Section 15 of the Agreement.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. MODIFICATION OF SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT.**

The Scope of Services to be performed by CONSULTANT, as set forth in the Agreement, shall be modified to require CONSULTANT to provide additional right-of-way support services in accordance with the services identified in the CONSULTANT'S Proposal to CITY dated December 18, 2012, attached to this Amendment No. 6 as Exhibit "A".

**2. MODIFICATION OF CONSULTANT'S COMPENSATION.**

The total compensation to be paid by CITY to CONSULTANT for the modified work and services identified in the CONSULTANT'S Fee Proposal dated December 18, 2012, shall be an amount not to exceed \$40,000.00 (Forty Thousand Dollars and no cents).

**3. EFFECT OF AMENDMENTS.**

Except as modified herein, either expressly or by necessary implication, the terms and provisions of the Agreement between the CITY and CONSULTANT shall remain in full force and effect.

**4. EFFECTIVE DATE.**

Unless otherwise specified herein, this Amendment No. 6 shall become effective as of the date set forth below on which the last of the parties, whether CITY or CONSULTANT, executes this Amendment No. 6.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 6 to be executed and attested by their respective officers hereunto duly authorized.

“CITY”  
CITY OF PICO RIVERA

“CONSULTANT”  
OVERLAND PACIFIC & CUTLER, INC.

\_\_\_\_\_  
Gustavo V. Camacho, Mayor

\_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Anna M. Jerome, Assistant City Clerk

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney



3750 Schauffele Avenue, Suite 150  
Long Beach, CA 90808  
562.304.2000 ph | 562.304.2020 fax

December 18, 2012

Art Cervantes  
Director of Public Works/City Engineer  
City of Pico Rivera  
6615 Passons Blvd.  
Pico Rivera, CA 90660-1016

RE: City of Pico Rivera – Passons Blvd. Grade Separation Project Budget Change Order

Dear Art,

Pursuant to our recent conversations and on-going efforts, Overland, Pacific & Cutler (OPC) is requesting a change order for the additional services provided that went beyond the scope and timeline of the original contract for the Passons Grade Separation Project. Accordingly, we hereby request an increase of \$40,000 in order to complete the pending Right of Way items described in the attached Exhibit "A" and complete the Surplus property process.

The requested amount should cover the additional work necessary and the pending items. Additionally, OPC agrees to bill the increase on an "hourly not to exceed basis" and will do all they can to minimize the additional costs associated with the changes.

Please let me know if you have any questions or require further documentation. OPC looks forward to continuing work with the City of Pico Rivera on this project and future projects, and truly appreciates the opportunity to be a part of such a fabulous team and project.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Everett", is written over a light-colored background.

Brian Everett  
President

Accepted, Authorization to Proceed:
_____
Authorized Signature
Date: _____

**EXHIBIT "A"**

Agreement/Easement Item	Notes
Amend Metro License agreement for a City water line (ROE) with MTA might also be required for BNSF	OPC currently coordinating with Metro
Perm License Agreement	The perm license agreement will be processed after construction by LACSD by the City. This item pertains to the Sewer Line with San Dist.
ERUSD Amendment for Fire Lane and Easement	City submitted to ERUSD for their review and approval 7/18/12. OPC to assist as needed.
ERUSD ROE	City submitted to ERUSD for their review and approval 7/18/12. OPC to assist as needed.
ERUSD Easement	City to grant and easement to the district for small unused portion. City to provide a legal and OPC will generate the easement. Pending City direction.
SCE Easement (Lot Line Adjustment)	Currently working with Steve Q in determining the correct legal description in order to proceed with SCE easement. Steve Q. is discussing with Marquis.
License Agreement Amendment Between SD and City	Jane and Teresa to discuss directly. OPC facilitating.
LACSD Bill of Sale	To be completed upon completion of construction.
LACSD Quit Claim Deed	To be completed upon completion of construction.
LACSD Notice of Completion	To be completed upon completion of construction.
Surplus Property	TBD
LACSD Permanent License Agreement Post Construction	To be processed. Teresa communicating with legal.
Vacationing of Rivera Road	OPC to assist as needed.
New: Driveway/Garage/block wall for Soto Property	Agreement for block wall and garage signed. First payment issued. Currently processing third payment and setting up follow up meeting.
New: Driveway easement from City	8/8/12 Requested legal and exhibit for area. The new driveway construction will require the property owner be granted an easement for the driveway area that will belong to the City. Legal and plat requested.
Rio's Pizza	City has received a claim letter from business owner claiming \$250,000 for loss of business during construction. Pending City attorney's response. OPC to assist as needed.
New: ERUSD area for gates	The City needs a small area from ERUSD for the purpose of a new gate. Area was not in part of original acquisition. On hold until further notice from City.
New: Pollo Loco encroachment by barrier	OPC to process easement.



**To:** Mayor and City Council  
**From:** City Manager  
**Meeting Date:** February 12, 2013  
**Subject:** RIVERA PARK, SMITH PARK AND RIO VISTA PARK RENOVATION PROJECTS – AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT NO. 09-1131 - CONSTRUCTION SUPPORT SERVICES

**Recommendation:**

Approve Amendment No. 4 to Professional Services Agreement No. 09-1131 with Hirsch & Associates, Inc. (HAI) for additional professional services for an amount not to exceed \$165,420 and authorize the Mayor to execute Amendment No. 4 in a form approved by the City Attorney.

**Fiscal Impact:** \$9,742 Account No. 210-7310-44500-00021219 (Rivera Park)  
\$97,660 Account No. 210-7310-44500-00021218 (Smith Park)  
\$58,018 Account No. 210-7310-44500-00021224 (Rio Vista Park)  
\$165,420 Vital City Services Bond

**Discussion:**

On September 8, 2009, HAI was awarded a professional services agreement to provide professional services, including architectural, design, and construction support services for the renovation of Rivera and Smith Park Renovation Projects, as well as other smaller projects, for a not-to-exceed fee of \$1,010,000.

On January 12, 2010, City Council approved Amendment No. 1 totaling \$440,900 adding design services for Rio Vista Park. On February 14, 2012, City Council approved Amendment No. 2 for the additional architectural services totaling \$383,063 for the redesign of the Smith and Rio Vista Park Renovation Projects. On August 14, 2012, Amendment No. 3 was approved by City Council totaling \$25,796 for additional professional services. The current total contract amount is \$1,859,759.

Additional construction support services are necessary to accommodate an extended construction schedule through completion of construction. Staff anticipates substantial completion in May 2013 and final completion in June 2013.

Amendment No. 4 covers past and future services, and includes a scope of work necessary through the end of construction. Services include design reviews; preparing responses to RFIs (Requests for Information); reviewing and approving technical submittals; addressing unforeseen conditions when encountered in the field; additional design services to address field changes and plan revisions; and preparing additional water plans as requested by the Pico Water District. The additional services include site visits, construction observation, and attendance at weekly construction status meetings, as well as response to requests for information and material submittal approvals.

The additional cost is in the not-to-exceed amount of \$165,420; this total amount is for past (\$49,500) and future (\$115,920) services. The total additional cost includes \$130,120 for construction support services and \$35,300 for new design services. These additional services are budgeted for and will be funded through the Vital City Services Bond allocated for the respective park renovation project. The total contract amount, inclusive of Amendment No. 4, will be \$2,025,179. There is no impact to the General Fund.

As a status update, the Notice of Completion for the Rivera Park Renovation Project was approved on January 8, 2013. The Smith Park and Rio Vista Park Renovation Projects are proceeding under budget and are less than six months from substantial completion. Major milestones completed to date include demolition and mass grading, installation of sports field lighting, masonry work for concession buildings and bleachers, drainage system and base for artificial turf, installation of field goal posts, and a majority of the playing field fencing. Pending improvements include installation of artificial turf, concrete fire lane and walkways, walkway lighting, shade covers, irrigation, landscaping, and peripheral improvements.



Ronald Bates

RRB:AC:RG:lg

Enc.

- 1) Amendment No. 4 to the Professional Services Agreement (PSA)
- 2) Exhibit "A" to PSA – Fee Proposals

**AMENDMENT NO. 4  
TO THE PROFESSIONAL SERVICES AGREEMENT  
WITH HIRSCH & ASSOCIATES, INC., AGREEMENT NO. 09-1131**

**THIS AMENDMENT NO. 4 TO AGREEMENT NO. 09-1131 FOR PROFESSIONAL SERVICES WITH HIRSCH & ASSOCIATES, INC.** ("Amendment No. 4"), effective as of the date specified in paragraph 4 hereof, is made and entered into by and between the CITY OF PICO RIVERA ("CITY"), and HIRSCH & ASSOCIATES, INC., ("CONSULTANT").

**RECITALS**

- A. CITY and CONSULTANT (collectively referred to as the "PARTIES") have previously executed that certain Agreement for Professional Services, Agreement No. 09-1131 ("Agreement") relating to professional services in the City of Pico Rivera.
- B. The PARTIES desire to amend said Agreement as set forth herein, pursuant to Section 5.1 of the Agreement.
- C. CONSULTANT has proposed, and CITY has accepted, CONSULTANT's Proposal, set forth in the CONSULTANT'S Proposal to City for Smith Park Renovation Project, Rio Vista Park Renovation Project, and Rivera Park Renovation Project, dated January 29, 2013, attached hereto as Exhibit "A-1".

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. MODIFICATION OF SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT FOR RIVERA PARK.**

The Scope of Services to be performed by CONSULTANT, as set forth in the Agreement, shall be modified as follows:

Additional professional services as set forth in the Consultant's Proposal to City for Smith Park Renovation Project, Rio Vista Park Renovation Project, and Rivera Park Renovation Project, dated January 29, 2013, attached hereto as Exhibit "A-1".

**2. MODIFICATION OF CONSULTANT'S COMPENSATION.**

The additional compensation to be paid by CITY to CONSULTANT for the modified work and services for the Smith Park Renovation Project, Rio Vista Park Renovation Project and Rivera Park Renovation Project identified in this Amendment No. 4 shall be as follows:

Total additional compensation in accordance with the Consultant's Fee Proposals dated January 29, 2013 for a combined amount not-to-exceed \$165,420 (One Hundred Sixty-Five Thousand Four Hundred Twenty Dollars and No Cents) attached hereto as Exhibit "A-1".

**3. EFFECT OF AMENDMENTS.**

Except as modified herein, either expressly or by necessary implication, the terms and provisions of the Agreement between the CITY and CONSULTANT shall remain in full force and effect.

**4. EFFECTIVE DATE.**

Unless otherwise specified herein, this Amendment No. 4 shall become effective as of the date set forth below on which the last of the parties, whether CITY or CONSULTANT, executes this Amendment No. 4.

*[End of Amendment No. 4. Signatures to follow.]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 4 to be executed and attested by their respective officers hereunto duly authorized.

“CITY”  
CITY OF PICO RIVERA

“CONSULTANT”  
HIRSCH & ASSOCIATES, INC.

\_\_\_\_\_  
Gustavo V. Camacho, Mayor

\_\_\_\_\_  
Patrick L. Hirsch

Title: President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Anna M. Jerome, Assistant City Clerk

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney



**HIRSCH & ASSOCIATES, INC.**  
LANDSCAPE ARCHITECTURE & PLANNING

January 29, 2013

Mr. Rene Guerrero  
Assist City Engineer  
Public Works Department  
P O Box 1016  
6615 Passons Blvd  
Pico Rivera, CA 90660-1016

Subject: Smith Park, Rio Vista Park and Rivera Change Order Breakdown

Item.

Smith Park

1. Revisions to Football Restroom/Concession Building 1B.....	\$39,600.00
Architectural plans were prepared to delete the concession portion of the Building and were stopped at 85% per City's direction.	
Cost for 85% building Plans .....	\$19,400.00
Amount remaining for to cover additional Change Orders.....	\$20,200.00

Additional Change Orders to be charged to Item 1.

A. Pico Water District Domestic Water Meter Plans	
Project Manager (24 hrs @ \$90/hr) .....	\$2,160.00
Design Time (87 hrs @ \$75/hr) .....	\$6,525.00

B. Revisions to Utility Plans to revise 6" domestic line for water cannons at Football Field, and redesign of Water Cannon system for Football Field.	
Project Manager (28 hrs @ \$90/hr) .....	\$2,520.00
Design Time (80 hrs @ \$75/hr) .....	\$6,000.00

C. Scoreboards and Playground Equipment changes.	
Landscape Architect Time (20 hrs @ \$150/hr).....	<u>\$3,000.00</u>

Amount Remaining..... \$-5.00

2. Fire Hydrant Line plans for crossing Rosemead Blvd.....	\$7,500.00
3. Cost to increase project meetings from bi-weekly to weekly until original project completion date of March 9, 2013. Smith Park.....	\$8,000.00
4. Cost to cover additional time to review submittals until original project completion date of March 9, 2013. Smith Park.....	\$11,520.00
5. Additional construction time for Smith Park to extend completion date from March 9, 2013 to June 28, 2013. Includes time for project meeting, submittal review and respond to RFI's. Smith Park (16 weeks at \$1,940/week).....	\$31,040.00
<u>Rio Vista Park</u>	
6. Sewage Lift Station design ..... (Includes civil and electrical plans and calculations).	\$6,000.00
7. Cost to increase project meetings from bi-weekly to weekly until original project completion date of February 2, 2013 Rio Vista Park.....	\$6,500.00
8. Cost to cover additional time to review submittals until original project completion date of February 2, 2013. Rio Vista Park.....	\$8,658.00
9. Additional construction support time for Rio Vista Park to extend completion date from February 26, 2013 to June 28, 2013. Includes time for project meeting, submittal review and respond to RFI's. Rio Vista Park (19 weeks @ \$1,940/week).....	\$36,860.00
<u>Rivera Park</u>	
10. Fire Hydrant Line Plans at Rivera Park.....	\$2,400.00
11. Additional Construction Support Services from 9/16/12 to 11-16/12.....	<u>\$7,342.00</u>
Total for Items 1 to 11 above.....	\$165,420.00

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Patrick L. Hirsch', written in a cursive style.

Patrick L. Hirsch, President  
Landscape Architect #1710, ASLA