



Tuesday, April 23, 2013
Regular Meeting 6:00 p.m.
Council Chamber
6615 Passons Blvd.
Next Resolution No. 6711
Next Ordinance No. 1074
Next Agreement No. 13-1383

ROLL CALL:

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

COMMISSIONERS SCHEDULED TO BE PRESENT:

Paul Gomez, Parks & Recreation Commission
Linda Martinez, Sister City 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:

**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.

1st 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.

1. Minutes:

- City Council meeting of April 9, 2013

Recommendation: Approve

- Parks & Recreation Commission meeting of March 14, 2013;
- Planning Commission meeting of March 18, 2013; and
- Planning Commission meeting of April 1, 2013

Recommendation: Receive and file

2. 17th Warrant Register of the 2012-2013 Fiscal Year. (700)

Check Numbers: 256360-256538

Special Checks Numbers: None.

Recommendation: Approve

3. Selection of Consultant for Design Services for the Pico Rivera Sports Arena Campground Park. (500)

Recommendation:

1. Authorize the City Manager to negotiate a Professional Services Agreement with MIG not to exceed \$70,245 for professional design services for the Sports Arena Campground Park Design and Development Project.

Agreement No. _____

4. **Extended Leave of Absence without Pay for Account Clerk II.** (200)

Recommendation:

1. Approve an extended leave of absence without pay.

5. **Treasurer's Report – December 31, 2012.** (700)

Recommendation:

1. Receive and file Quarterly Treasurer's Report for the quarter ending December 31, 2012.

6. **Summer Food Service Program.** (700)

Recommendation:

1. Approve resolution for the submittal of the Summer Food Service Program grant application.

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA ACCEPTING THE CALIFORNIA STATE DEPARTMENT OF EDUCATION GRANT FOR THE SUMMER FOOD SERVICE PROGRAM

7. **Award Adult Basketball League – Award Contract.** (500)

Recommendation:

1. Award contract with ELI Basketball League to operate an Adult Basketball League in the city.

Agreement No. _____

8. **Proposed Walking Crew Program Elimination.** (800)

Recommendation:

1. Approve the elimination of the Walking Crew Program for Fiscal Year 2013-2014.

9. **Passons Boulevard Underpass – Federal Project No. HPLUL-5351 (018), CIP No. 20053 - Notice of Completion.** (500)

Recommendation:

1. Accept as complete, effective April 1, 2013, work performed by Brutoco Engineering & Construction, Inc. on the Passons Boulevard Underpass Project and instruct the City Clerk to file the Notice of Completion with the Los Angeles County Recorder; and

2. Authorize the City Manager to approve Change Order Nos. 16 through 33 in the total amount of \$511,470 for additional project improvements; and
3. Authorize the City Manager to approve Change Order No. 34 in the total amount of \$522,697; a balancing change order needed to adjust the contact bid quantities.

10. Passons Boulevard Underpass, Phase III, CIP No. 20053 - Notice of Completion. (500)

Recommendation:

1. Accept as complete, effective April 8, 2013, work performed by Sequel Contractors, Inc. on the Passons Boulevard Underpass, Phase III, CIP No. 20053, and instruct the City Clerk to file the Notice of Completion with the Los Angeles County Recorder; and
2. Authorize the City Manager to approve four (4) Change Orders for additional work in the amount of \$71,857.

11. Concrete Improvements in Community Development Block Grant (CDBG) Areas, CIP No. 21244 – Notice of Completion. (500)

Recommendation:

1. Accept as complete, effective April 10, 2013, work performed by Martinez Concrete, Inc. on the Concrete Improvements in the CDBG Areas Project and instruct the City Clerk to file the Notice of Completion with the Los Angeles County Recorder; and
2. Authorize the City Manager to approve two (2) Change Orders for additional work in the amount of \$32,559.

12. Oversized Vehicle Parking on City Streets – Status Update. (1400)

Recommendation:

1. Receive and file a recommendation from the Transportation Ad Hoc Committee, and follow-up with a visual survey in six (6) months to determine whether or not additional action is necessary related to the number of oversize vehicles parked on city streets.

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

LEGISLATION: None.

NEW BUSINESS:

OLD BUSINESS:

2ND 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.

CLOSED SESSION(S):

a. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency Designated Representatives:

City Manager Ron Bates

Assistant City Manager Mike Matsumoto

Employee organization(s):

Service Employees International Union, Local 721 - Full-Time Bargaining Unit

Pico Rivera Mid-Managers and Professional and Confidential Association

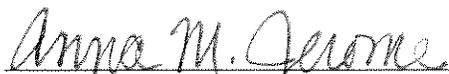
Bargaining Unit

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 19th day of April 2013.

Dated this 19th, day of April 2013

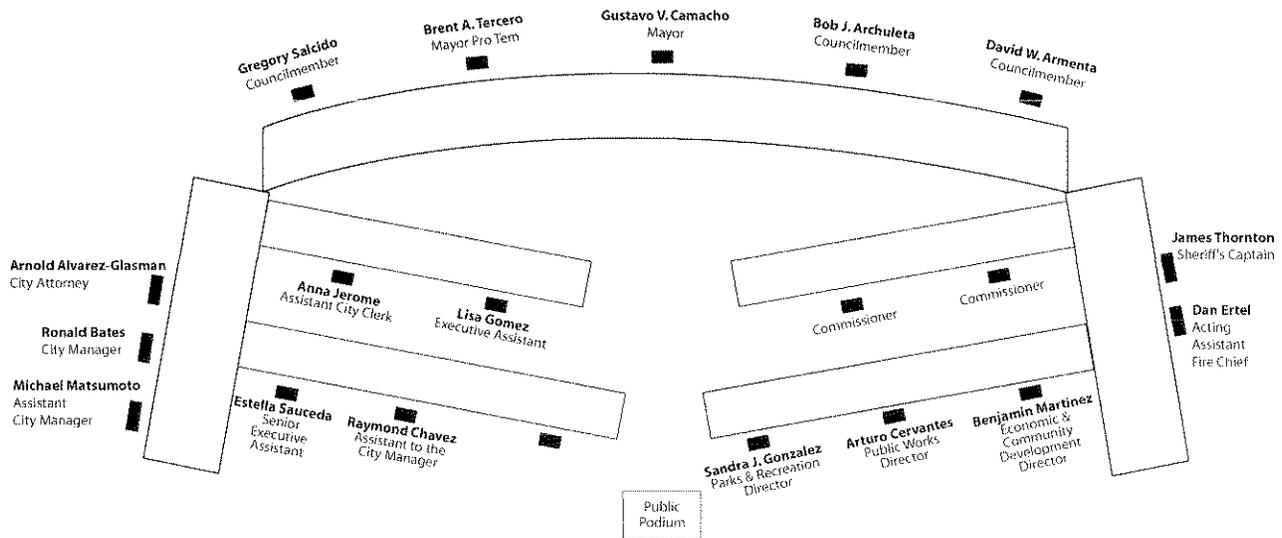


Anna M. Jerome, CMC
Assistant City Clerk

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 1st 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 2nd 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).



Tuesday, April 9, 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:

John Garcia, Parks & Recreation Commission

David Angelo, Sister City Commission

INVOCATION: Councilmember Armenta

PLEDGE OF ALLEGIANCE: Councilmember Archuleta

SPECIAL PRESENTATIONS:

- National Library Week April 14-20, 2013 presented to Susan Baier

1st PERIOD OF PUBLIC COMMENTS – AGENDA ITEMS ONLY: None.

1. Minutes:

- Approved City Council meeting of March 26, 2013

2. Approved 16th Warrant Register of the 2012-2013 Fiscal Year. (700)

Check Numbers: 256147-256359

Special Checks Numbers: None.

Motion by Councilmember Armenta, seconded by Councilmember Salcido to approve Consent Calendar Items 1 and 2. Motion carries by the following roll call vote:

AYES: Archuleta, Armenta, Salcido, Tercero, Camacho

NOES: None

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION: None.

LEGISLATION: None.

Recessed to Housing Assistance Agency at 6:09 p.m.

ALL MEMBERS WERE PRESENT

Reconvened from Housing Assistance Agency at 6:10 p.m.

ALL MEMBERS WERE PRESENT

NEW BUSINESS:

Mayor Camacho reminded the community about the upcoming Community Pride Day scheduled for Saturday, April 13, 2013 at Pico Park.

OLD BUSINESS:

Councilmember Armenta referred to four incidents at the El Rodeo that were brought up at a previous meeting and indicated that all four incidents were properly handled by the Sheriff's Department, the El Rodeo Security and/or staff and that none of these incidents were of any major concern to the community.

Councilmember Archuleta suggested starting a pilot program for placing addresses in the alleyways for safety purposes. He recommended that youth sports organizations utilize this as a fundraiser to kick-off the program. Mr. Archuleta also inquired about the REACH program indicating possible changes.

Director of Parks & Recreation Gonzalez stated that staff will recommend the elimination of the Walking Crew Program and incorporate it into the REACH program. She stated that letters will be mailed out to the parents of the Walking Crew advising them of the proposed changes and indicating when they can register for REACH which is an award winning program with an educational component.

2ND PERIOD OF PUBLIC COMMENTS – ALL OTHER CITY-RELATED BUSINESS:

None.

ADJOURNMENT:

Mayor Camacho adjourned the City Council meeting at 6:25 p.m. There being no objection it was so ordered.

AYES: Archuleta, Armenta, Salcido, Tercero, Camacho

NOES: None

Gustavo V. Camacho, Mayor

ATTEST:

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 April 9, 2013 and approved by the City Council on April 23, 2013.

Anna M. Jerome, Deputy City Clerk



PARKS & RECREATION COMMISSION

M I N U T E S

Thursday, March 14, 2013

A Regular Meeting was held in the Parks & Recreation Community Room, 6767 Passons Blvd., Pico Rivera, California. Chair Carlos Cruz called the meeting to order at 6:00 p.m.

PRESENT: Carlos Cruz, John Garcia, Joseph Palombi, Rod Torres

ABSENT: Paul Gomez

APPROVAL OF MINUTES: Amendment made to section C, number 3, CYSO quarterly meeting; to change "\$20 per registrant fee" to "facility use fee" per Commissioner Torres. A motion was made by Commissioner Garcia and seconded by Commissioner Palombi and carried on roll call vote to approve the Minutes of February 14, 2013 as corrected.

PUBLIC COMMENTS: Anthony Corona, 7336 Bequette, Pico Rivera, CA, President of Pico Rivera Baseball Academy (PRBA) addressed the Commission by introducing the organization. PRBA is a non-profit organization baseball league that services youth to 17 years of age. PRBA focuses on getting youth ready for college, and the professional leagues.

AGENDA ITEMS:

1. **NEW BUSINESS:** No new business.
2. **OLD BUSINESS:** No old business.
3. **ORGANIZATION RECOGNITION REVIEW** – Review of three (3) local non-profit organizations, Grupo Aceptacion, Victory Outreach Pico Rivera, and Lions Club of Montebello, was rescheduled for next meeting due to their complete documentation not being submitted.

Commissioner Garcia asked what the recognition approvals entail. Deputy Director Rico stated once approved, recognized community groups will be able to have their room rental fees waived by the Department.

Commissioner Palombi expressed that the term "Participant fee", which the community youth sports organizations are utilizing and providing to the public should be corrected by the City and should be referred to as a "facility usage fee".

4. DIRECTOR'S REPORT

a) Upcoming Events -Director Aranda introduced the following upcoming events:

- | | |
|--|----------------|
| 1. Youth Sports Basketball Closing Day | March 17, 2013 |
| 2. Teen Art Exhibit | March 22, 2013 |
| 3. Easter Eggstravaganza | March 23, 2013 |
| 4. Community Pride Day | April 13, 2013 |

b) Project Updates

1. Rivera Park – Deputy Director Rico provided an update on Rivera Park and stated that Rivera Baseball Association (RBA) is having their opening day on March 23. Hands-on trainings have been provided to RBA on how to utilize the equipment in the concession stand. Next training, date yet to be determined, will be held on the scoreboards and the PA system. A dug out fence for the T-ball field will be installed next week. Staff is currently working on the getting the pitching mounds to satisfactory level, per the President of RBA, and working on the infields. Ball returns will be installed next week. Interim Director Hester continued to say that temporary shade covers will be placed next week for the tiny field.

Commissioner Garcia presented a few observations to Interim Director Hester:

- A shade cover needs to be placed on the tiny field dugout as soon as possible.
- The mounds need to be at a proper level. Two mounds currently are at 44 feet and should be 40 feet, 7-8 division; and 46 feet, for the 9-10 division.
- The fence that was placed on the tiny field as a safety precaution, so the ball would not roll to the parking lot, is too close to the infield. It needs to be moved back further.
- Suggested utilizing the contractor for Rio Vista Park to complete the issues at Rivera Park.

Commissioner Garcia asked that Interim Director Hester and the department provide time frames for the issues that are brought forth by the Commission.

2. Smith and Rio Vista Park – At Smith Park the fencing is up and the irrigation is being worked on. What used to be the amphitheater is now walk ways. The interior of the concession stand near the baseball fields is near completion. At Rio Vista Park the concession stands are coming along. The baseball fields are being framed. The irrigation is near completion.
 3. Dog Park – Plans are underway to construct a dog park at Streamland Park. The location of the park will be towards the back area of the park, away from the baseball fields, and away from residents. The park will have two (2) sections, one for the big dogs and another section for the small dogs. The park will have the following amenities: seating areas, drinking fountains, and dog obstacle courses. Interim Director Hester suggested that before the project actually begins, the commission should host a public meeting to get the resident's feedback, thoughts, and ideas on the new park project.
- c) Department Information – Parks and Recreation management explained the following:
1. Fourth of July Update – This year's Fourth of July event will be held at the El Rancho High School Stadium. Also, there will be no carnival rides; instead the Department has decided to provide moon bounce houses which will be

free of charge to the residents. The department is currently in the process of selecting a band to provide entertainment at the event. Commissioner Torres asked if the Department has approached the high school for fundraising opportunities. Recreation Manager Manor responded that the Department has offered to them the opportunity to partake in the event. But at this time the school district has declined due to the high school being on summer break. Interim Director Hester stated that he will follow-up with the school one more time. Chair Cruz asked if there is an expectant increase in number of event goers. Recreation Manager Manor stated that they do not expect more attendees than last year.

2. Department Mid-Year Budget Update – The department submitted the mid-year budget to City Council and was approved. Adjustments and reorganization has taken place to hourly staff to incur savings. Interim Director Hester stated that the department will be submitting a request for capital monies. He continued to state that he will be working with the Department of Community Development on getting community development block grant (CDBG) monies for potential recreation projects. Commissioner Garcia asked if there are public hearings held for the CDBG's. Interim Director Hester indicated that he will ask the Director of Community Development when he meets with him next week.
 3. Joint Use Agreement Between the City and the School District – Currently, there is no joint use agreement between the City and the School District. City administration has asked Interim Director Hester to establish an agreement with the school district allowing the City to utilize school facilities for recreational programs.
- d) Adaptive Recreation Program – The department has launched the adaptive recreation program for students with disabilities. The program's mission is to provide an opportunity thru community based recreation programs for residents with mental, emotional and social disabilities. The department partnered with the Special Olympics, to bring soccer and basketball leagues to the city. The department is looking into expanding into the game of golf and Bocce ball. Along with sports, the department is also offering a variety of contract classes in fitness, dance, camps, and aquatics. Commissioner Torres asked if the activities are free of charge. Recreation Manager Manor responded that contract classes such as Zumba and hip hop have an activity fee, the seasonal dances have minimal fee, and the sports leagues thru the Special Olympics are free of charge.
- e) Department Assessment
1. Department Assessment – Interim Director Hester reviewed the Department reorganization. The following is the new department structure which will make the department more efficient.
 - i. Administration and Planning - which is under the jurisdiction of the Director. The Director oversees the whole department.

- ii. Business and Maintenance Operations – This is under the jurisdiction of the Deputy Director. The Deputy Director oversees the business services, general maintenance operations, park maintenance, and the golf course.
 - iii. Recreation – This is under the jurisdiction of the Recreation Manager. The Recreation Manager will oversee the full-time and hourly staff, the special events; also responsible for all operations at the facilities, and coordinating, administrating, implementing and managing the recreation programs and activities.
- f) Director of Parks and Recreation Selection – Interim Director Hester gave a brief introduction on the new Director of Parks and Recreation, Sandra J. González. Director González is coming from the City of Long Beach. She will begin her appointment on Monday, March 18.

5. COMMISSIONER'S REPORTS

- Gomez** - Absent
- Garcia:** - Thanked Interim Director Hester for his leadership during his time with the City.
- He expressed that the Department has dedicated staff and continued to say that communication is key to creating a successful department.
- Palombi:** - Expressed his desire to work close with the department on the dog park project. He suggested having parklets at Streamland Park to ease the parking situation.
- Thanked Interim Director Hester for being a part of this department.
- Torres:** - Outside bleachers at Pico Park need to be fastened to the floor. Tables located in the gazebo/concession stand need to be relocated and fastened.
- Incorporate the walking distance from the walking trails onto the website.
 - Questioned the summer/seasonal camp proposed fee of \$99. Deputy Director Rico responded that the Department is trying to balance the amount that the City subsidizes and the amount that the customer pays out of pocket.
 - Expressed his concern in regards to the new instructor percentage. Interim Director Hester answered by stating that the new percentage, 60/40 split, was in place for the 12/13 fiscal year's budget.
 - Reviewed the co-ed basketball league fees and suggested that the department either increase the fee or handed it to a contractor to manage. Interim Director Hester indicated that the department is currently looking into revamping the program.
 - Expressed his concern for the proposed fee increase to the children's swimming lessons. Deputy Director Rico stated that the reason for the

increase was due to the increase the Red Cross organization also implemented.

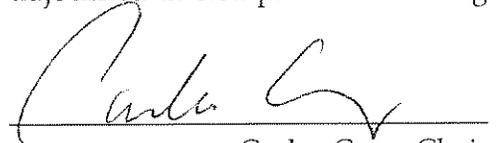
- Asked why there was a fee increase for a Quinceañera versus any other private party event. Interim Director Hester stated that currently, the City is not allowing any private party rentals at the city facilities. He continued to state that the department will submit a recommendation to City Council to approve a pilot facility reservation program at the Senior Center, to allow the residents to reserve the facility for private parties.

Cruz: - Expressed his interest in touring the new Pico Rivera Public Library. Interim Director Hester stated that he will add Chair Cruz to the interest list.

ANNOUNCEMENTS – Interim Director Hester thanked and expressed his appreciation to the Parks and Recreation Commission for their support, feedback and comments.

ADJOURNMENT:

The Parks & Recreation Commission meeting was adjourned at 8:04 p.m. There being no objection it was so ordered.



Carlos Cruz, Chair
Parks & Recreation Commission



Sandra Gonzalez, Secretary
Interim Director of Parks & Recreation



PLANNING COMMISSION

MINUTES

Monday, March 18, 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 Celiz

APPROVAL OF MINUTES:

March 4, 2013

It was moved by Commissioner Garcia to approve the minutes of February 19, 2013, seconded by Chairperson Elisaldez. Motion carried by the following roll call vote:

AYES: Celiz, Elisaldez, Garcia, Martinez, Zermeno

NOES: None

ABSTAIN: None

ABSENT: None

PUBLIC HEARING: None.

PUBLIC COMMENTS: None.

CONTINUED/OLD BUSINESS: None.

NEW BUSINESS:

a) Housing Element Presentation – Led by Alexa Washburn

Ms. Washburn stated that every jurisdiction in California is required to have a General Plan. The Housing Element is one of seven mandated elements of the General Plan. It is the only element that requires review and certification by the California Department of Housing and Community Development. It is updated every eight years. If the City misses the October 2013 deadline, then the City will have to revert to a four year cycle instead of an eight year cycle.

She also discussed the specific bills that needed to be adhered to. This included Senate Bill 812 which requires an analysis of the housing needs for the developmentally disabled. Senate Bill 375 allows synchronization of the housing element with the Regional Transportation Plan and the Sustainable Community Strategy. Senate Bill 2 requires all jurisdictions to designate an area to permit emergency shelters. Cities are also required to treat transitional and supportive as residential use.

Ms. Washburn explained that the requirement to plan for a specific number of housing units is called the Regional Housing Needs Assessment (RHNA). Development of the RHNA begins at the State level, where the Department of Housing and Community Development allocates the number of units required for each Metropolitan Planning Organization (MPO). The City is under the jurisdiction of the Southern California Association of Governments which is the MPO responsible for allocating units to their member jurisdictions. Every jurisdiction is allocated their fair share of units and is responsible to plan for these units through the Housing Element. This is often the most difficult aspect of getting a Housing Element certified by the State.

Ms. Washburn described the sites that staff has identified as potentially having a mixed-use overlay and or zone change.

Ms. Washburn specified that the State does not require the City to build or construct housing. It creates opportunities in the land use and zoning and facilitate development through its policies.

The next step in updating the housing element will include a second community workshop in April.

b) Planning Commission discussion/comments on Housing Element. No action by Commission necessary.

Commissioner Zermeno asked if the land for the proposed element is privately or City owned.

Ms. Washburn answered that the areas are privately owned, however this overlay provides the owners flexibility to build commercial or residential units.

City Attorney John Lam commented that each portion of the update will be brought up for review to Planning Commission.

Several questions were asked by the Commission regarding the sites identified. The recurring question was whether the City or owners would be required to build the units. Ms. Washburn answered that cities nor owners are not responsible to build the units, and that the City is only responsible to plan for areas that can accommodate these units.

c) Take Public Comments on Housing Element.

Dolores Camacho, resident at 9049 Carron Drive asked how the Housing Element affects her.

Ms. Washburn responded that it would not change her single family residence.

Mr. Sasan Shadravan owner of 4759 Durfee Avenue stated that he is interested to know more about the Durfee Underpass Project. However, he is not getting the information he needs and feels he is getting the run around from the City. Deputy Director Gonzalez stated that she would be his point of contact however nothing has been finalized with the plans for the Durfee Underpass project.

Commissioner Martinez asked if someone owned a property, could they volunteer to have their property part of the re-zoning.

Deputy Director Gonzalez responded that yes, they would be able to.

Roberta Torres, resident from Phaeton Avenue asked how this affects her area.

Ms. Torres was asked to point out in the PowerPoint slide where she lived. She realized that her property was outside of the area to be designated with a mixed use overlay.

Deputy Director Gonzalez advised her that she was sent a notice because she was near the area to be designated as mixed use.

There were also concerns regarding traffic issues and impacts to the roads. Chairperson Elisaldez stated that he could answer under Planning Commission reports.

A motion was made to open non agenda items.

Bill Mendoza, resident of Redbird Drive since 1953, stated that traffic is increasing at Redbird Drive and Coffman-Pico Road. Since the baseball fields have been opened, children and pedestrians are crossing in the middle of the road and parking wherever they see open space, including in front of fire hydrants.

Pete Garcia spoke regarding the speeding issue on Paramount Boulevard near the mobile home parks.

Motion to close public non agenda items discussion. Motion carried by the following roll call vote:

AYES: Celiz, Elisaldez, Garcia, Martinez, Zermeno

NOES: None

ABSTAIN: None

ABSENT: None

Commissioner Martinez spoke regarding the train tracks at Durfee project. He asked if any work has started.

Deputy Director Gonzalez responded that the project is ongoing but plans have not been finalized.

PLANNING COMMISSION REPORTS:

- a) CITY COUNCIL MEETING OF March 12, 2013 – Chairperson Elisaldez reported regarding the pavement management system. There is 142 miles of surface streets within the City. Public Works has a pavement condition index, from 1 to 100. 55% of streets are considered to be in fair condition, which is where our City is at.

The Passons underpass had 10 cracked panels. The responsible construction company is taking care of this.

The completion of the median at the intersection of Telegraph and Rosemead. This will be completed sometime in October.

Norm's will be coming into the vacant Beverly Boulevard lot. The contractor predicts completion at the end of the year.

There being no further business the Planning Commission meeting was adjourned at 7:28 p.m.



Tommy Elisaldez, Chairperson

ATTEST:



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



PLANNING COMMISSION

MINUTES

Monday, April 1, 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:

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 Martinez

APPROVAL OF MINUTES:

March 18, 2013

It was moved by Commissioner Garcia to approve the minutes of March 18, 2013, seconded by Chairperson Celiz. Motion carried by the following roll call vote:

AYES: Celiz, Elisaldez, Garcia, Martinez, Zermeno

NOES: None

ABSTAIN: None

ABSENT: None

PUBLIC HEARING: None.

PUBLIC COMMENTS: None.

CONTINUED/OLD BUSINESS: None.

NEW BUSINESS:

- a) INITIATION OF ZONE RECLASSIFICATION NO. 313 FOR THE FUTURE DEVELOPMENT AT 9036 BEVERLY BOULEVARD AND 4422 ROSEMEAD BOULEVARD

Senior Planner Aguilar provided the report indicating that a zone change from General-Commercial (C-G) to Commercial Planned Development (CPD) was necessary to provide flexibility to the developers of the future Norm's Restaurant site. She stated that there are two sites that will comprise the Norm's site however not all of the site would be utilized. Reclassification of the zone will allow for the remaining site to be more viable for potential developers.

Commissioners Celiz asked if Norm's is aware of the proposed zone change.

Senior Planner Aguilar responded that the owners of Norm's are both aware and in support of the zone change.

Commissioner Garcia asked whether this zone change will encourage development for the remaining site.

Senior Planner Aguilar stated that changing the zone will make the remaining site more attractive for development.

Chairperson Elisaldez asked whether staff is still trying to attract a supermarket at this location.

Director Martinez stated that staff has exhausted the possibility of a supermarket, however is still looking for other development.

- b) Commissioner Zermeno advised Director Martinez that he has initiated a meeting with the Home Depot Manger to discuss the day laborer issues. He stated he would provided Director Martinez more information at a later date.

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

PLANNING COMMISSION REPORTS:

- a) CITY COUNCIL MEETING OF March 26, 2013 – Deputy Director Gonzalez provided the report stating that the City Council voted unanimously to continue Zone Code Amendment No. 165 to amend the residential driveway expansions, walkways and porte-cocheres. She stated that the Council specifically wanted the Planning Commission to revisit the issue of porte-cocheres and the projection beyond the front building line. The City Council asked that there should be a ratio of the projection from the front building line and the size of a lot. Staff currently proposed only to allow properties over 15,000 square feet to project 20 feet beyond the front building line. Properties less than 15,000 square feet were allowed to project up to 10 feet.

There being no further business the Planning Commission meeting was adjourned at 6:22 p.m.



Tommy Elsaldez, Chairperson

ATTEST:



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

17th WARRANT REGISTER OF THE 2012-2013 FISCAL YEAR

MEETING DATE: 04/23/13

TOTAL REGISTER AMOUNT: \$978,918.90

CHECK NUMBERS: 256360-256538

SPECIAL CHECK NUMBERS:

REGULAR CHECK TOTAL: \$978,918.90

SPECIAL CHECK TOTAL:

TOTAL REGISTER AMOUNT: \$978,918.90

PAYROLL REGISTER P/P 03/22/13 - 04/05/13

Pay Date: 04/11/13

VOID ACH CKS
A381329 (10.93)
(10.93)

VOID CKS

Scrap:
381622
381684

SPECIAL CKS

-
-

CKS
381623 - 381683 45,323.88
45,323.88

ACH
381685 - 381884 239,390.38
239,390.38

TOTAL 284,703.33



To: Mayor and City Council
From: City Manager
Meeting Date: April 23, 2013
Subject: SELECTION OF CONSULTANT FOR DESIGN SERVICES FOR THE PICO RIVERA SPORTS ARENA CAMPGROUND PARK

Recommendation:

Authorize the City Manager to negotiate a Professional Services Agreement with MIG not to exceed \$70,245 for professional design services for the Sports Arena Campground Park Design and Development Project.

Fiscal Impact:

There will be no net impact to the General Fund. Expenditure will be funded by the proceeds of the Lease Revenue of the Recreation Area Enterprise Fund. The proposed Agreement will not exceed \$70,245.

Discussion:

In February 2013, staff issued a Request for Qualifications (RFQ) for landscape architectural and related services for the renovation of the Pico Rivera Sports Arena Campground Park Project. The proposed renovations involve the rehabilitation of the existing campground park facility. After 15 years of closure, the Pico Rivera Sports Arena Campground Park is in need of preservation and targeted upgrades for camping space, park amenities and ADA accommodations. The City received eight proposals in response to the design RFQ. The proposals were reviewed by City staff and of the eight proposals; three firms were requested to submit a more comprehensive proposal and invited for interview.

On April 4, 2013, the Sports Arena Ad Hoc Committee (Camacho & Armenta) and senior staff interviewed MIG Consulting (MIG), BLUEGREEN Consulting and Mia Lehrer and Associates.

The Ad Hoc Committee and city staff ranked MIG as the most qualified consultant to perform the work. They have received numerous design awards over the years, and are recognized, nationally and internationally for their innovative and creative work. MIG has demonstrated experience in landscape design for public spaces, parks, campgrounds, equestrian facilities and trail planning. In addition, MIG has demonstrated a history of working with local, state or federal governments. Of particular interest is their breadth of experience working with the US Army Corps of Engineers. One key element of MIG's proposal includes a public outreach process that consists of community workshops and the preparation of a site master plan. (MIG's March 27, 2013 proposal is attached).

Based on the proposal submitted by MIG, their interview, and reference checks, staff recommends the City Council authorize the City Manager to negotiate and execute a Professional Services Agreement with MIG, in an amount not to exceed \$70,245, for professional design services for the Pico Rivera Sports Arena Campground/Park Project.

BlueGreen Consulting	\$39,371
Mia Lehrer and Associates	\$65,960
MIG Consulting	\$70,245

Although the MIG was highest fee proposer, it was determined that the unique phased approach of their master planning process will ultimately provide staff with the necessary resources to seek future grant funding for this unique project. As progress is made in the initial design concepts of the campground park, staff will work closely with the City Council Ad Hoc Committee and bring back to the City Council a comprehensive design concept for final consideration and approval. It is the ultimate goal that the success of the campground/park provide a benefit to the community while being financially self sustaining.



Ronald Bates



109 W. Union Avenue
Fullerton, CA 92832

Ph: (714) 871-3638

Fax: (714) 871-1188

www.migcom.com

CALIFORNIA

BERKELEY, DAVIS,
RIVERSIDE, FULLERTON
PASADENA & SAN DIEGO

OREGON

EUGENE & PORTLAND

COLORADO

BOULDER

TEXAS

SAN ANTONIO

March 27th, 2013

Raymond Chavez, Assistant to the City Manager
City of Pico Rivera
6615 Passons Blvd.
Pico Rivera, California 90660

Re: Proposal for the City of Pico Rivera Sports Arena Campground Design

Dear Mr. Chavez and Selection Committee Members:

MIG, Inc. in association with **Hall & Foreman, civil engineers; Crane Architectural Group; LRA Electrical Engineers; Hancock Resources; and CLM (the MIG Team)** is pleased to submit this proposal to the City of Pico Rivera to provide planning and design services for the rehabilitation of the Sports Arena Campground/Park facilities. Our concentration in parks and recreation and campground design, our extensive equestrian and trail experience, along with our seasoned team of experts, will be significant assets in the successful planning and design of your multi-use campground/park. Having authored the San Gabriel River Corridor Master Plan, MIG is extremely familiar with the greater context associated with the Pico Rivera Sports Arena and Campground. We know that your rehabilitated campground will become a popular recreation destination associated with the sports arena and the regional trails that tie into the Emerald Necklace network of parks and open space in the greater San Gabriel Valley.

To address the breadth of conditions and issues associated with rehabilitating your campground/park, MIG has a highly capable staff of 140 people in nine offices, including licensed landscape architects, park, recreation and urban planners, facilitators and community outreach experts, LEED accredited professionals, ADA experts, horticulturists, a certified arborist, irrigation designers, water auditors and environmental consultants.

We have also selected support consultants who have proven and rich expertise specific to the campground/park. **Jan Hancock**, of Hancock Resources, is a nationally recognized expert in the design of equestrian facilities including campgrounds and trails. She wrote the book for the US Forest Service and Federal Highway Administration, "Equestrian Design Guidebook for Trails, Trailheads and Campgrounds". **Eric Mart**, founder of CLM Services, represents concessionaire management of several hundred campground facilities in California, Oregon, Washington and Nevada. Their experience and knowledge of successfully managed and operated campgrounds will be invaluable in the programming and design of the renewed Sports Arena Campground/Park. Our project team is prepared to act as an "extension of your staff". MIG will dedicate its entire firm resources to the City of Pico Rivera and respond quickly and professionally as a first priority.

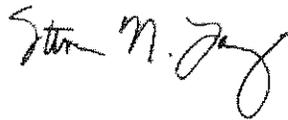
The MIG Team has the expertise and sensitivity to create the multi-use campground/ park which meets your goals for a destination campground that is safe, family friendly, attractive to community and youth groups, fully accessible and unique with a Pico Rivera signature. The campground/park will offer great opportunities for fostering goodwill and support from the community and collaborating agencies. **We have no doubt that with wide community input, careful planning and design, and a collaborative spirit, the campground will become a beloved California regional destination for generations of residents and visitors.**

As you requested, we have included in our proposal a preliminary conceptual plan of what possible enhancements we envision creating a unique and attractive destination park/campground and building on the amenities of the existing site. We understand that your initial budget of \$450,000 would require phasing of the improvements and we have indicated a list of initial upgrades that could be accomplished within that budget.

We would very much like the opportunity of successfully working again with the City of Pico Rivera on this important project. It is our goal to not only resurrect the campground but enhance it to become a valued and unique recreation resource for the community and greater region.

We look forward to sharing more on our key qualifications and our vision for this important project with you.

Sincerely,



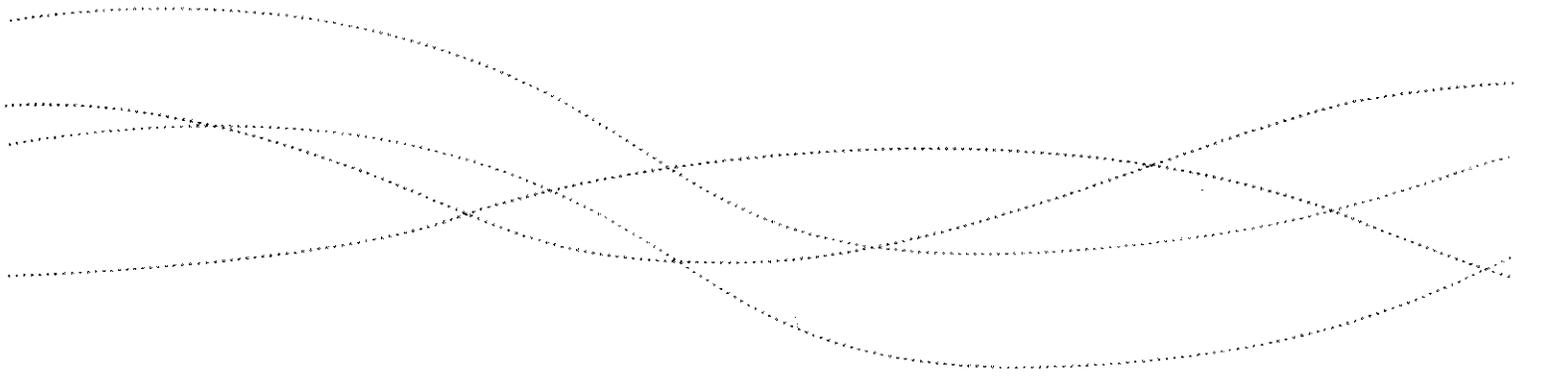
Steven N. Lang, ASLA

Principal

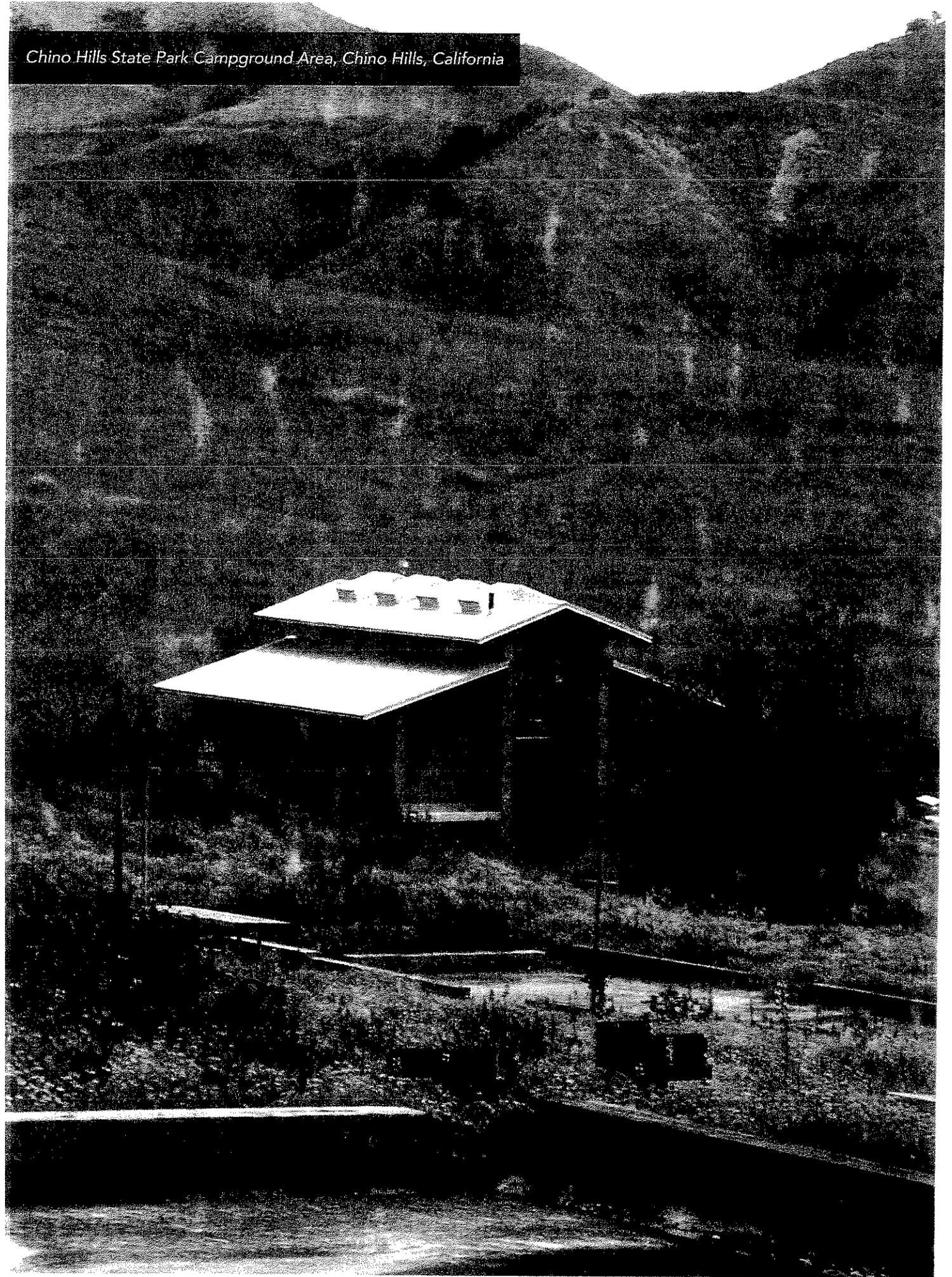
Landscape Architect #1771

SECTION ONE

Firm Introduction



Chino Hills State Park Campground Area, Chino Hills, California



MIG, Inc.

TEAM CONTACT

Steve N. Lang, ASLA
109 W. Union Avenue
Fullerton, California 92832
714-871-3638 | | stevel@migcom.com

In our 32 years of business, MIG has established a strong reputation for encouraging staff and community participation in all of our planning and design projects. One of our founding principals literally wrote the book "Meeting of the Minds" on public input facilitation which has been published and nationally recognized. **MIG's methods and techniques to maximize input have been developed and refined over years of specializing in the design of public improvements.** We intend to use these proven techniques to garner valuable input from City staff, interested stakeholders and the community in our public workshops, interviews and presentations. Our goal is to have all parties involved have a hand in the successful design of the campground.

Enhanced Project Team

In addition to the MIG Team as identified in our Statement of Qualifications, we are including MIG's **Principal Jim Pickel** in a consulting role, and an additional two firms; an architecture firm that will address the architectural review of existing facilities and new facilities, and a concession management specialist to provide input on the program and facilities required for enhancement of the campground.

Crane Architectural Group

ARCHITECTURE

110 E Wilshire Ave #300
Fullerton, California 92832
714-525-0363
rcrane@cranearchitecturalgrp.com

Crane Architectural Group is a full-service architectural and planning firm that specializes in Park and Recreation projects. For more than a decade, Richard J. Crane, Jr., AIA, has designed projects that fully and effectively meet the needs of community and governmental agencies. At Crane Architectural Group we align that experience with a range of fresh approaches provided by a team of qualified professionals. Result: Design Excellence.

Crane Architectural Group provides architecture and planning services which include land planning, site analysis, programming, feasibility studies, ADA Studies, construction cost estimating, building design, construction documents, governmental processing, projects bidding & negotiation and construction contract administration and observation

CLM Services Corporation

CONCESSIONAIRE MANAGEMENT

675 Gilman Street
Palo Alto, California 94301
650-322-1181
clm@clm-services.com

CLM Services is comprised of several companies that have dedicated over 30 years to the operation of outdoor recreation facilities and related hospitality services. The services provided include: visitor services, interpretation, security, janitorial and landscape maintenance, campground management, retail sales, hospitality services, and resource management. CLM Services also offers a variety of consulting services in these same areas of expertise:

- California Land Management
- Northwest Land Management
- Local and Regional Parks Operations
- Consulting Services



Jim Pickel, ASLA

CONSULTING PRINCIPAL

AREAS OF EXPERTISE

Park and Recreation Planning / Campground Design
Park Design / Facilitation / Landscape Architecture

QUALIFICATIONS

Jim Pickel has over 31 years of experience in park and recreation planning, campground design, park design, landscape architecture, and urban design. He has completed a wide range of projects including park and recreation master plans, sports complexes, streetscapes, and commercial, industrial and residential developments. He has extensive experience in project management, site design and analysis, plan check review, public meeting facilitation, construction documentation, and construction administration.

Mr. Pickel served on the Board of Directors for the California Parks and Recreation Society, District Ten, and served for 15-years on the Yorba Linda Planning Commission. He is currently a member of the Yorba Linda Parks and Recreation Commission and serves as a faculty member in the Landscape Architecture Program at the University of California, Los Angeles Extension.

PROFESSIONAL AFFILIATIONS

- American Society of Landscape Architects
- California Parks and Recreation Society, District Ten, Board of Directors
- Southern California Municipal Athletic Federation

REGISTRATIONS

- Registered Landscape Architect: California #4385, Texas #2171

EDUCATION

- Bachelor of Science, Landscape Architecture, California State Polytechnic University, Pomona

REGIONAL PARKS (CAMPSITES)

- Mayflower Park Campgrounds, *Riverside County, California*
- Rancho Jurupa Regional Park Master Site Plan, *Riverside County, California*
- Bogart Regional Park Master Plan, *Riverside County, California*
- Glen Helen Regional Park Master Plan, *San Bernardino County, California*
- Riverside County Parks Master Plan, County Service Areas 145, 152A and 152B, *Riverside County, California*

PROJECT RELEVANT EXPERIENCE

- The Park Equestrian Arena, *La Habra Heights, California*
- Big League Dreams, *Manteca, California*
- OC Parks Strategic Plan (formerly Orange County Harbors, Beaches and Parks), *Orange County, California*
- Perris Parks and Recreation Master Plan, *Perris, California*
- Alondra Community Park Outreach and Master Plan, *Compton, California*
- Compton Greenleaf Parkway, *Compton, California*
- South Beach Phase I and II Improvements, *Huntington Beach, California*
- Bakersfield Recreation and Parks Master Plan, *Bakersfield, California*
- Yucca Valley Recreation and Parks Master Plan, *Yucca Valley, California*
- Kern County Parks and Recreation Master Plan, *County of Kern, California*

Richard Crane, AIA

BUILDING ARCHITECT | CRANE ARCHITECTURAL GROUP

AREAS OF EXPERTISE

Renovations / Maintenance Buildings
 Restroom Facilities

QUALIFICATIONS

Richard Crane is the principal of Crane Architectural Group, where he provides architectural services for projects ranging from private developments to civic structures designed for public use. Mr. Crane will oversee all aspects of the architectural design work. This includes client meetings, building design, coordination of consultants, and in-house design efforts (including scheduling of support staff).

Mr. Crane has received recognition from professional associations and industry peers for numerous projects. A partial list includes Laguna Niguel Skate Park- American Public Works Association, McCoy Equestrian Center (Chino Hills)- California Park and Recreation Society, Lee Owens Park (Whittier)- California Park and Recreation Society, Union Street Apartments (Fullerton)- Fullerton Heritage, Santee Sports Complex (Town Center)- American Public Works Association and Big League Dreams, Chino Hills- California Park and Recreation Society.

REGISTRATIONS

- Registered Architect; State of California No. 21132; State of Texas No. 18270; State of Nevada No. 4964; State of Arizona No. 42293; State of Washington No. 8712
- National Council of Architectural Registration Board; NCARB #40467

EDUCATION

- Bachelor of Architecture, California State Polytechnic University, Pomona
- Associate of Arts in Business Management, Cerritos College, Norwalk, California

RELEVANT PROJECT EXPERIENCE

- McCoy Equestrian Center, *Chino Hills, California*
- Magnolia Park; Peppertree Park-Restroom Building, *Tustin, California*
- Lone Hill Park; Pioneer Park-Restroom Building, *San Dimas, California*
- Heroes Park-Restroom Building *Lake Forest, California*
- Hope International University, Student Center/Athletic Facility *Fullerton, California*
- Big League Dreams Chino Hills, *Chino Hills, California*
- Big League Dreams Redding, *Redding, California*
- Big League Dreams Manteca, *Manteca, California*
- Big League Dreams League City, *League City, Texas*
- MacPherson Sports Park, *Orange, California*
- Sleepy Hollow Community Center, *Chino Hills, California*
- San Juan Capistrano Sports Complex, *San Juan Capistrano, California*
- Fullerton Sports Complex, *Fullerton, California*
- Moreno Valley Sports Complex, *Moreno Valley, California*
- Frontier Park Community Center, *City of La Mirada, California*
- Glendale Sports Complex, *Glendale, California*
- Raintree Park Community Center, *Vista, California*
- Wildwood Park Community, *Vista, California*



Eric Mart

FOUNDER AND PRESIDENT | CLM SERVICES

AREAS OF EXPERTISE

Commercial Recreation Business Operation

QUALIFICATIONS

Eric Mart founded the California Land Management Services Corporation, in 1981. CLM Services operates commercial recreation businesses on eight National Forests as well as for a variety of other Federal, State, and local government agencies and private interests. Mr. Mart has 40 years of experience in managing outdoor recreation facilities including parks, campgrounds, open space preserves, camp stores, marinas, and food services.

Mr. Mart currently serves on the Board of Directors of the National Forest Recreation Association (NFRA). He was President of NFRA from 1994 through 2000, and has served on the Board of Directors of the American Recreation Coalition, the California Parks Hospitality Association, the California Trails Foundation, and remains actively involved in the California Tourism Industry Association. He is a charter member of the California Roundtable on Recreation and Tourism and currently serves on the Boards of Directors of the San Bernardino National Forest Association and the Giant Sequoia National Monument Association. In June 2002, Mr. Mart was appointed to the Lake Tahoe Federal Advisory Committee by Secretary of Agriculture Ann Veneman and served three two-year terms.

PROFESSIONAL AFFILIATIONS

- California Park and Recreation Society
- American Recreation Coalition
- National Forest Recreation Association
- California Parks Hospitality Association
- Giant Sequoia National Monument Association
- Southern California Mountains Foundation

EDUCATION

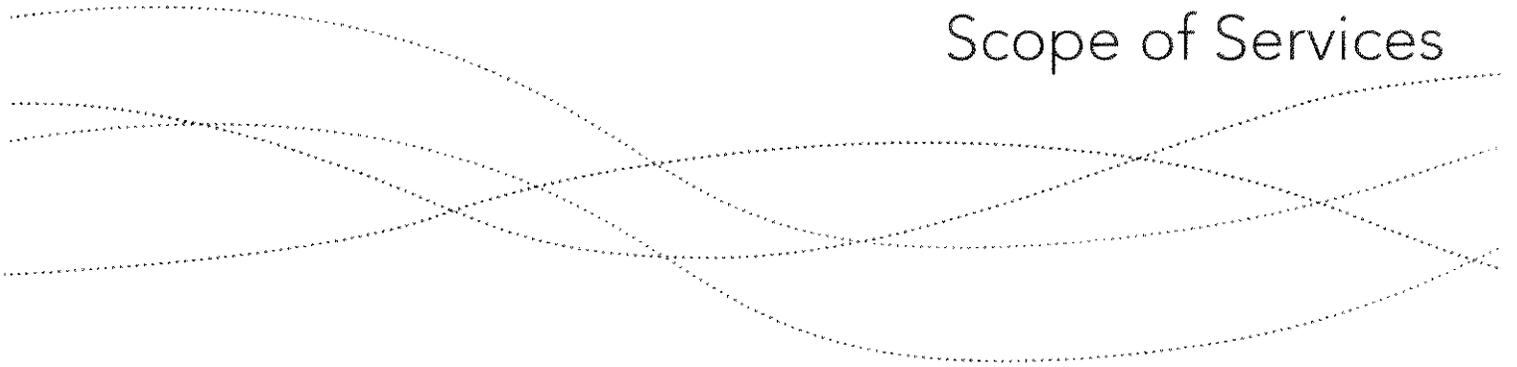
- Masters of Science, Public Administration
California State University at Hayward
- Bachelor of Arts, Public Administration
University of California, Berkeley

CAMPING FACILITY OPERATION

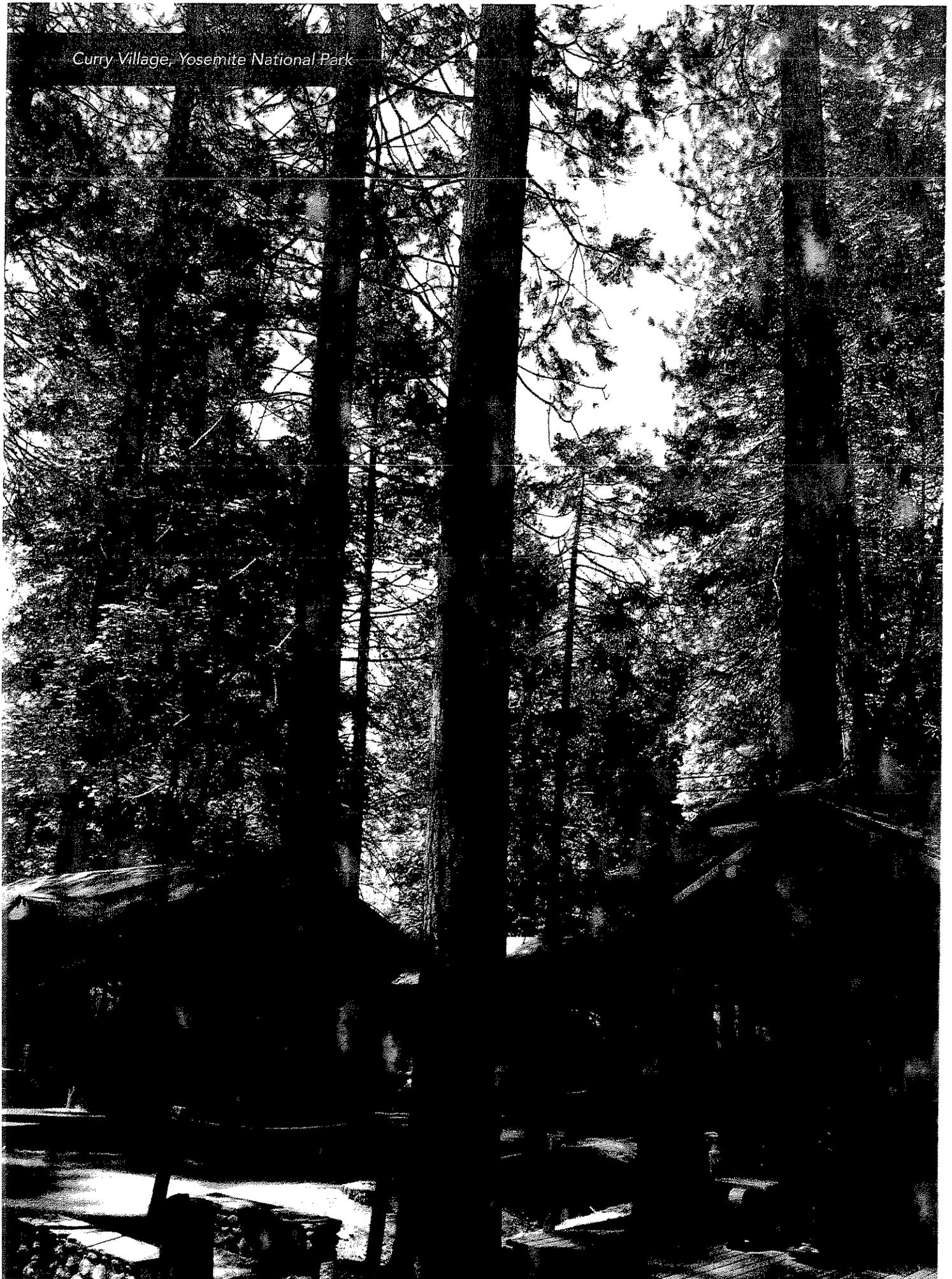
- Tahoe National Forest, *California*
- Lake Tahoe Basin National Forest, *California*
- Sierra National Forest, *California*
- Inyo National Forest, *California*
- Sequoia National Forest, *California*
- San Bernardino National Forest, *California*
- Several local city and county parks, *California*
- Snake River, *Washington*
- Mt. Hood, *Oregon*
- White River National Forest, *Colorado*

SECTION TWO

Project Understanding and Scope of Services



Curry Village, Yosemite National Park



Project Understanding and Approach

We understand and appreciate Pico Rivera's desire to re-imagine the Sports Arena Campground and move forward with a phased Master Plan that can be implemented over time producing a "seamless" community recreation resource. **We realize that the success of the campground will depend on our ability to carefully meld the site and recreation program with minimum development impacts and expense.** It is the design team's intent to produce a final Master Plan that meets your objective in terms of enhancing existing site resources; engaging interested citizens and potential user groups; developing innovative and sustainable design solutions; and developing a healthy family environment which offers unique recreation opportunities, while being economically viable and attractive. MIG pledges the commitment of its staff and expertise to complete your vision for this Master Plan in a quality and timely manner.

After reviewing the scope of the project in the RFP, attending the pre-proposal site meeting, and considering our previous experience with similar campground/ community park developments, we are confident that we can best meet the challenge that this site and anticipated program presents. Our understanding of recreational opportunities, open space, and the affect of the physical setting on the quality of the recreation experience is what sets us apart from others in our design approach. The MIG Team's design judgment is founded on sound functional tenets coupled with an aesthetic sense and economic sensibility. **We will carefully evaluate existing site improvements and take advantage of those that can be salvaged and weaved into the enhanced vision for the campground.**

Knowledge of community needs, quality of the facilities, challenge versus risk, orientation, site restrictions, understanding campground and equestrian program requirements and budgets, ease of supervision, full accessibility, operation and maintenance needs — all will be considerations throughout the design process. **We will work very closely with staff and those who will be operating and maintaining the facility to garner their input and anticipate needs prior to design.**

MIG recognizes that the development of accurate cost estimates will be an important part of our design services. Since we emphasize park and recreation design and have more than \$650 million worth of designed recreation improvements in the ground, we have a strong basis for developing and monitoring our cost estimates. **Our equestrian and campground team experts will provide targeted analysis of costs associated with their areas of experience and knowledge.** As part of our analysis, we will be addressing on-going maintenance and operation costs and life cycle costing.

MIG has successfully facilitated thousands of public input workshops over the years and we thoroughly enjoy the experience. We understand and value the public input process as a great tool for informing the community of the design process and motivating its involvement. It has been our observation that if the stakeholders and community are included from the start, they will not only support the project and design process, but also take pride in the project for the long term. The Final Master Plan will become the rehabilitation roadmap and basis for developing phased construction documents.

Our detailed Scope of Services follows that describes the tasks we envision to successfully produce the Master Plan for Pico Rivera Sports Arena Campground.

Scope of Services

Our site master planning process will include data collection, site reconnaissance, site analysis, community outreach, outreach findings, conceptual site design alternatives, and final site master planning recommendations for Pico Rivera Sports Arena Campground./Park. The Master Plan Report will provide the City staff, key stakeholders, City Commissioners, the City Council and the community with a plan for upgrading this unique recreation resource.

Community outreach and broad-based community participation is one of the founding principles that MIG brings to your planning efforts. MIG numbers of community outreach instruments that could assist the City, the key stakeholders and the community to encourage citizen input into the analysis, design and final recommendations identified in the master plan. The MIG Team will become an "extension of your staff" and bring our proven techniques for positive community involvement to the City's tool chest. Our community facilitation experience would be a significant asset in promoting a sense of community involvement in and ownership of the campground/park.

1. RENOVATION/ UPGRADE PLAN DEVELOPMENT

1.1: Project Initiation Meeting

The MIG Team will meet with the City staff and key stakeholders to discuss the project scope, optional services presented in the scope of services, project schedule and milestones, budget, roles and responsibilities, data collection, and document end products. During the project initiation meeting we will discuss current facility and community issues and needs. The MIG Team will also work with the staff to prepare a meeting calendar. Based on this discussion, MIG will revise the project schedule as needed.

2. DATA COLLECTION

2.1: Data Collection / Document Review

The MIG Team will request, collect and review all available relevant past campground "as built", reports, planning studies, specific area plans, site analysis, environmental report, historical and cultural data, development plans for the surrounding area, advanced planning documents, past community outreach findings, topographic survey maps, trails master plans.

3. SITE REVIEW /INFRASTRUCTURE STUDY

3.1: Site Reconnaissance and Analysis

Using existing site data provided by the City, the MIG Team will conduct a site reconnaissance verify to visually review and photo document existing utilities, site conditions, site constraints and opportunities, access, vistas and views, tree canopy and grading boundaries, current site features including existing buildings, road/trail access and the greater area context including the adjacent Sports Arena and the neighboring equestrian center.

3.2: Site Evaluation Summary

Based the data collection and project area reconnaissance, visual analysis, the MIG Team will prepare a Site Reconnaissance Summary which will include the existing site conditions, photo documentation, existing site finding, site amenity conditions and locations, and a analysis map. A study of the conditions of the three buildings on site (restroom/shower, restroom and entry kiosk) will also be completed. The assessment will concentrate on the rehabilitation aspect of these facilities and will identify current deficiencies including ADA, and the estimated costs to renovate them for operation, as well as specific recommendations for repair.

3.3: Meeting with City Staff and Agency Representatives

The MIG Team will meet with City staff and other affected agency representatives to present and discuss the Site Evaluation Summary and findings from the data collection, site reconnaissance, and visual site analysis that may influence and guide the campground renovation upgrades.



Perris Valley Recreation District R.V. Campground,
Riverside County, California



Old Agoura Park, Agoura Hills, California

4: BASE SHEET PREPARAION

4.1: Base Map Preparation

If a current topographic survey map of the project area is not selected as part of the optional services, aerial photos will be used by the MIG Team to prepare an updated base map for the proposed project conceptual site design. The updated base map would reflect the current existing site conditions and the findings of the site reconnaissance.

5. PUBLIC OUTREACH

5.1: Community Input Meeting

As part of the community outreach effort, MIG will work with the City staff to conduct a community meeting, inviting stakeholders, interest groups and community members to participate in a workshop to confirm any concerns, interests and ideas associated with the rehabilitation and upgrade of the Pico Rivera Sports Arena Campground/Park Facility.

6. PRELIMINARY MARKET ANALYSIS

6.1: Preliminary Market Analysis and Opinion of Operations Protocol

Develop a preliminary market analysis and opinion of operations protocol identifying potential facility concessionaire providers; facility management and operating schedule; opinion of probable revenue and fee structure; maintenance and repair demand; opinion of number and type of camping sites. Information gained from the market analysis will be incorporated, as appropriate, into the conceptual designs for the upgraded project area.

7. PRELIMINARY MASTER PLAN

7.1: Conceptual Site Plans

Based on staff, agencies and community input, MIG will develop two (2) graphically rendered conceptual site plans for the Campground/Park based on the data collection and existing improvement documents, visual site analysis, site evaluation summary, design and program input from City staff, key stakeholders, and the community, program requirements and requests, and MIG Team research.

7.2: Opinions of Probable Construction Costs

The MIG Team will prepare one (1) opinion of probable construction costs for each conceptual site master plan design.

7.3: Presentation to City Staff & Key Stakeholders, and Public Meeting

The MIG Team will meet with the City staff and key stakeholders at a Public Meeting to present the two (2) graphically rendered conceptual site plans and supplemental design exhibits for review, discussion and input to determine a preferred alternate conceptual site plan. MIG will provide six (6) color copies of the conceptual site master plans.

7.4: Prepare Preferred Site Master Plan

Based on the comments, input and direction from the City staff and key stakeholders, the MIG Team will prepare one (1) preferred conceptual site master plan design and a project design narrative for presentation to the City staff. MIG will provide six (6) color copies and one (1) data file of the preferred conceptual site master plan.

7.5: Opinions of Probable Construction Costs

The MIG Team will prepare one (1) opinion of probable construction costs for the preferred conceptual site master plan.

7.6: Presentation of Preferred Site Master Plan at Community Meeting

The MIG Team will meet with the City staff to present the one (1) preferred graphically rendered conceptual site plan, design narrative, and any supplemental design exhibits for discussion, input and approval. The presentation will be presented with the preferred conceptual site plan, any supplemental design exhibits, and an opinion of probable construction costs. After review and input from City Staff, MIG will present the preferred conceptual site plan at a Community Meeting for review and input.

8: CONSTRUCTION PHASING

8.1: Construction Phasing Plan

The MIG Team, in collaboration with City staff, will prepare a phasing plan based on the most efficient and cost effective implementation of the proposed improvements based on available budget funds and operation requirements.

9: FINAL MASTER PLAN

9.1: Final Master Plan

The MIG Team will prepare a Final Master Plan and Report that will identify the conceptual site master plan for Pico Rivera Sports Arena Campground/Park. The Final Master Plan Report will identify potential facility design and program service improvements, new site amenities and facilities, and an opinion of probable construction costs.

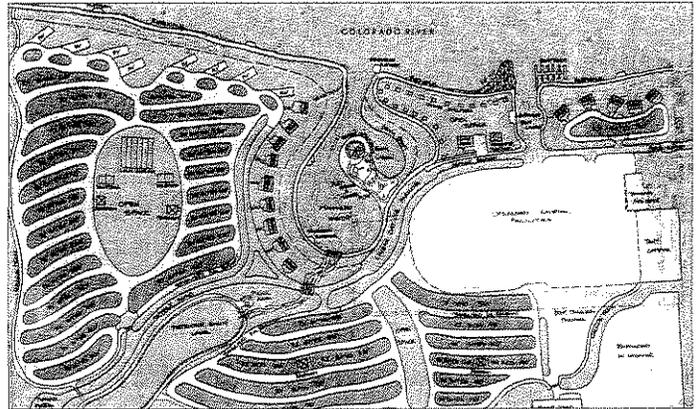
9.2: Present Final Master Plan Report to City Staff and City Council

The MIG Team will present the Final Master Plan and Report to the City Staff prior to presentation to Council for review and approval and at a City Council Meeting.

9.3: Final Documentation

MIG will prepare the following product deliverables:

- Final Master Plan and Report
- Six (6) Color Printed Hard Copies of the Final Master Plan Report – Spiral Bound
- One (1) Data File



Mayflower Park Campground Concept,
Riverside County, California



McCoy Equestrian Center Simulation, Chino Hills, California

Conceptual Designs

PRELIMINARY MARKET ANALYSIS

Following is a summary of five case studies that MIG recently developed for the Chelan County Public Utilities District that document the financial and operational analysis of park sites which provide overnight camping along the Columbia River. The areas of analysis include: assessment of facilities and attractions; visitation/occupancy; management approach; staffing; reservations; maintenance; capital improvements; funding; operational cost breakdown; fees; and what works/doesn't work. We anticipate that similar considerations will be assessed and documented with the Pico Rivera Sports Arena Campground/Park.

Located on the following pages.

DESIGN EXHIBITS

Located on the following pages.

COST ESTIMATE

Located on the following pages.

PROJECT SCHEDULE

The Schedule in Section Three of this proposal is inclusive for all tasks necessary to implement the Preferred Conceptual Design Plan.



To: Mayor and City Council
From: City Manager
Meeting Date: April 23, 2013
Subject: EXTENDED LEAVE OF ABSENCE WITHOUT PAY FOR
ACCOUNT CLERK II

Recommendation:

Approve an extended leave of absence without pay.

Fiscal Impact: None.

Discussion:

On February 4, 2013, an Account Clerk II in the Finance Department was placed on medical leave under the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA). The leaves will expire on Monday, April 29, 2013.

Unfortunately, the employee is unable to return to work on Tuesday, April 30, 2013 because of medical reasons. Article X, Section 5 of the City's Rules and Regulations require City Council approval for a leave of absence beyond three months, and this leave would continue until June 23, 2013. This employee expects to return to work on Monday, June 24, 2013.

710 Ronald Bates

Ronald Bates

RB:MM:mu

Attachments

- 1) Employee Request for Leave Extension
- 2) Release to Return to Work



April 15, 2013

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

Re: Request for Leave Extension

Dear Mr. Bates:

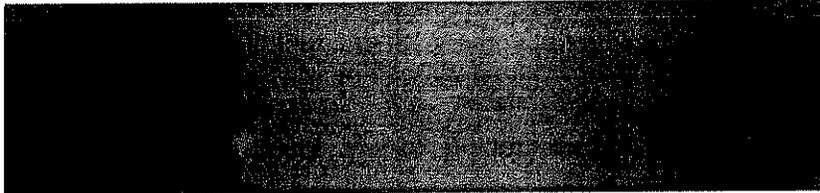
As you are aware I am currently on Medical Leave due to an injury. My approved medical leave is due to expire on April 29, 2013. I am writing this request approval to extend my medical leave until June 24, 2013 (see attached doctors note). My doctor feels that I am not physically or emotionally able to return to work at this time.

I kindly request and appreciate you approving my time off.

Name:

DOB:

Phone #:



To: Employer / School

RELEASE TO RETURN TO WORK OR SCHOOL

The above patient is under our care and:

- May return to Regular duties Light Duties School on 06/24/13
- Requires a medical leave of absence from _____ to _____
- First seen for problem on _____
- Is restricted from _____ until _____
- Received treatment at our office on _____ in am / pm.

Condition _____

Comments _____

<u>Rouman A</u>	<u>57895461</u>	<u>[Signature]</u>	<u>4/15/13</u>
PRINT Name of Physician	Clinic Phone#	SIGNATURE Physician	Date
	ORIGINAL - Patient	COPY - Chart	



To: Mayor and City Council
From: City Manager
Meeting Date: April 23, 2013
Subject: TREASURER'S REPORT – DECEMBER 31, 2012

Recommendations:

Receive & file Quarterly Treasurer's Report for the quarter ending December 31, 2012.

Fiscal Impact:

There is no fiscal impact from this item.

Discussion:

Attached is the Investment Report for the quarter ending December 31. Cash and Investments this quarter totaled \$35,888,013 consisting of \$4,534,483 in non-interest bearing accounts; \$14,174,497 in the State Local Agency Fund (LAIF); and \$17,179,033 of bond investments.

All investments are maintained in accordance with California Government Code Section 53601 and the City's investment policy. All idle funds are invested in LAIF which provide the highest liquidity should the City need to withdraw its funds. The Director of Finance certifies that the funds are invested to provide sufficient cash flow for a period of six months.

A handwritten signature in black ink, appearing to read "Ronald Bates".

Ronald Bates

RB:MM

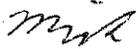
Attachment 1 – Treasurer's Report for Quarter Ending December 31, 2012.

December 31, 2012

December 2012 Treasurer's Report

I certify that the attached Treasurer's Report reflects all government agency pooled investments and is in compliance with the Investment Policy of the City of Pico Rivera. A copy of this policy is available at the office of the City Clerk.

Based upon prior experience, it is felt that the investment program herein shown provides sufficient pooled cash flow liquidity to meet estimated expenditures for the next six months.



Mike Matsumoto
Assistant City Manager/Finance Director

Date: 4/5/2013

CASH BALANCE BY FUND

CITY OF PICO RIVERA
 TREASURER'S REPORT
 December 31, 2012

FUND	TITLE	BALANCE 10/01/2012	INCREASES	DECREASES	BALANCE 12/31/2012
010	GENERAL FUND	(3,686,256)	8,977,508	(8,999,651)	(3,708,402)
011	GENERAL FUND DEBT SERVICE	153,004	188	-	153,172
012	PEBO (GASB45) FUND	3,000,000	-	-	3,000,000
013	GEN FUND RESERVE - LEAVE LIABILITY	737,506	-	-	737,506
014	GEN FUND RESERVE - CRA CONTINGENCY RESERVE	1,900,000	-	-	1,900,000
015	GENERAL FUND RESERVE	4,500,000	-	-	4,500,000
016	ECONOMIC STABILIZATION	1,492,958	-	(9,976)	1,482,982
017	IMAGE ENHANCEMENT FUND	2,806,705	14,118	-	2,820,823
020	SEWER	-	-	-	-
040	GAS TAX	361,703	287,302	(648,672)	333
041	STATE RELINQUISHMENT FUND	-	-	-	-
050	TRANSPORTATION DEV. TAX	(0)	-	(32,321)	(32,321)
070	PARK DEVELOPMENT	47,486	52	-	47,538
090	PROPOSITION A - TRANSP.	122,468	314,100	(129,663)	306,905
095	PROPOSITION C - TRANSP.	1,466,497	224,618	(296,370)	1,394,745
096	MEASURE R FUND	1,285,166	163,139	(7,812)	1,440,493
120	CABLE/PEG SUPPORT FUND	-	-	(2,015)	(2,015)
160	SYEP	5,626	-	-	5,626
200	AIR QUALITY IMPROVEMENT FUND	71,349	19,036	-	90,385
210	CAPITAL IMPROVEMENT	9,512	6,851,080	(6,852,574)	8,018
211	GENERAL PLAN CIP FUND	400,000	-	(39,679)	360,321
212	FINANCIAL SYSTEM REPLACEMENT FUND	517,725	-	(6,122)	511,603
300	2009 LRB PROJECT FUND	(1,791,082)	3,409,521	(4,005,897)	(2,387,458)
450	EQUIPMENT REPLACEMENT	1,435,352	-	(3,235)	1,432,117
510	LOW AND MODERATE HOUSING	-	-	-	-
511	HOUSING AGENCY - L&M	2,224,406	5,131	(499,375)	1,730,162
520	REDEVELOPMENT	-	-	-	-
531	SECTION 8	1,177,053	1,418,880	(1,417,707)	1,178,227
540	ASSMT DIST 95-1 IMPROVMNT FUND	42,500	47	-	42,547
545	LIGHTING ASSESSMENT DISTRICT	(205,899)	538,510	(490,957)	(158,347)
546	PARAMOUNT/MINES ASSESSMENT DIST	26,724	3,602	-	30,325
547	FLOSSMOR RD. SEWER ASSESSMENT	3,363	4	-	3,366
550	WATER AUTHORITY	(3,906,996)	2,024,407	(1,382,215)	(3,264,805)
550	WRD	977,783	232,040	-	1,209,824
551	WATER ENTERPRISE FUND (OLD)	1,000,779	1,096	-	1,001,875
570	GOLF COURSE	(122,832)	158,751	(190,163)	(154,244)
570	GOLFLINKS	58,838	144,182	(158,721)	44,300
590	SPORTS ARENA	160,935	50,169	(3,877)	207,228
600	BICENTENNIAL CAMPGROUND	-	-	-	-
630	COMMUNITY DEVELOPMENT	(91,222)	2,282	(87,520)	(176,459)
631	CDBR-R GRANT	-	-	-	-
633	E.D.A. GRANT FUND	-	-	-	-
634	E.D.A. - DEVELOPER FEES	2,619,776	2,875	(16,304)	2,606,347
635	EPA SEWER GRANT	-	-	-	-
636	MONTEBELLO BUS GRANT	-	-	-	-
638	FEDERAL AID STPL5351 FUND	(128,388)	88,388	-	(40,000)
639	FEDERAL ARRA GRANT	-	-	(78,041)	(78,041)
640	HOME PROG.GRANT FUND	467,429	7,954	(15,442)	459,942
645	FEDERAL EARMARK	-	-	-	-
650	CALHOME GRANT	153,521	450	(35)	153,936
670	USED OIL RECYCLE GRANT	28,833	33	(42)	28,824
675	CA BEVERAGE CONTAINER GRANT	53,554	60	(95)	53,519
677	CA INTEGRATED WASTE MGT BOARD GRANT	-	-	-	-
681	PEDESTRIAN SAFETY PROGRAM GRANT	-	-	-	-
690	REACH GRANTS	794,295	92,956	(199,718)	687,533
697	MISCELLANEOUS LOCAL GRANTS	4,202	1,498	-	5,700
698	MISCELLANEOUS FEDERAL GRANTS	(113,920)	122,309	(88,388)	(80,000)
699	MISCELLANEOUS GRANTS	(978)	-	(93,379)	(94,357)
700	URBAN OPEN SPACE & RECREATION	-	-	-	-
715	STATE PARK FUNDS	-	-	-	-
716	PROP 12 - PARKS FUNDS	-	-	-	-
717	PROP 40 - CALIFORNIA PARK FUNDS	-	-	-	-
718	STATE GRANT TCRF PASSON	(1,909,378)	1,464,965	(2,261,853)	(2,706,266)
719	PROP 18 STREET GRANT	-	-	-	-
720	SAFE ROUTES TO SCHOOL(SR2S)	-	-	(327)	(327)
740	FEDERAL AID URBAN FUND	-	-	-	-
743	DEPT OF INTERIOR-URBAN PARK & REC RECOVERY PROGRAM	-	-	-	-
745	FEMA	-	-	-	-
790	COUNTY PARK BOND (PROP A)	-	-	-	-
850	DEBT SERVICE FUND	-	-	-	-
851	SUCCESSOR - DS	604,703	2,622,201	(3,076,811)	150,093
852	REDEVELOPMENT OBLIGATION RETIREMENT FUND	1,327,325	1,453	(1,327,324)	1,454
853	BOND DEFEASANCE FUND	393,050	1,000,355	(513,150)	880,255
854	SUCCESSOR SALES TAX	1,065,000	-	-	1,065,000
860	DEBT SERVICE FUND FOR 2009 LEASE REVENUE BOND	(1,444,319)	-	-	(1,444,319)
990	DEPOSIT LIABILITY ACCOUNT	1,054,528	43,784	(23,053)	1,075,259
995	SEWC JOINT POWERS AUTHORITY	229,709	8,000	(9,648)	228,061
	TOTALS	21,380,091	30,297,020	(32,968,131)	18,708,980

CITY OF PICO RIVERA
 TREASURER'S REPORT
 December 31, 2012

TYPE OF INVESTMENT	ISSUER/ BROKER	INTEREST RATE	FISCAL YTD INTEREST INCOME	BOOK VALUE	PAR VALUE	CURRENT MARKET VALUE (C.M.V.)	SOURCE OF C.M.V.
DEMAND DEPOSIT ACCOUNTS:							
WELLS FARGO GEN ACCOUNT		0.00%	-	2,703,652	2,703,652	2,703,652	
WELLS FARGO WRD ACCOUNT		0.00%	-	1,209,824	1,209,824	1,209,824	
WELLS FARGO GOLFLINKS		0.00%	-	44,300	44,300	44,300	
WELLS FARGO SEC 8 ACCOUNT		0.00%	-	561,679	561,679	561,679	
WELLS FARGO SEC 8 ESCROW ACCT		0.00%	-	15,028	15,028	15,028	
			-	4,534,483	4,534,483	4,534,483	
LOCAL AGENCY INVESTMENT FUND ACCOUNTS:							
CITY LAIF ACCT#98-19-653		0.36%	27,876	13,573,615	13,573,615	13,573,615	
HOUSING ASSISTANCE AGENCY #25-19-002		0.36%	1,023	600,882	600,882	600,882	
			28,899	14,174,497	14,174,497	14,174,497	
TOTAL CASH & INVESTMENTS			28,899	18,708,980	18,708,980	18,708,980	
FISCAL AGENT (TRUSTEE) INVESTMENTS:							
<u>PICO RIVERA WATER AUTHORITY, REVENUE BONDS 1999</u>							
(WATER SYSTEM PROJECT) PICO 99 A&B - BOND FUND							
FEDERAL TREASURY OBLIGATIONS FUND	US BANK	0.00%	-	598,511	598,511	598,511	US BANK
FEDERAL TREASURY OBLIGATIONS FUND	US BANK	0.00%	-	600,000	600,000	600,000	US BANK
			-	1,198,511	1,198,511	1,198,511	
<u>PICO RIVERA WATER AUTHORITY, REVENUE BONDS 2001</u>							
FEDERAL TREASURY OBLIGATIONS FUND	US BANK	0.00%	-	3,331,163	3,331,163	3,331,163	US BANK
<u>PICO RIVERA REDEVELOPMENT TAX ALLOCATION REFUNDING BONDS, 2001 PROJ 1</u>							
	US BANK	0.00%		294,096	294,096	294,096	US BANK
<u>PFA 2009 BONDS</u>							
BNY MELLON TRUST COMPANY	BNY	0.00%	800	12,355,264	12,355,264	12,355,264	BNY
TOTAL FISCAL AGENT (TRUSTEE) INVESTMENTS			800	17,179,033	17,179,033	17,179,033	

Note: * The Pico Rivera Water Authority owns all of the outstanding Pico Rivera Redevelopment Agency Project No. 1 2001 Tax Allocation Refunding Bonds



To: Mayor and City Council
From: City Manager
Meeting Date: April 23, 2013
Subject: SUMMER FOOD SERVICE PROGRAM

Recommendation:

Adopt resolution for the submittal of the Summer Food Service Program grant application.

Fiscal Impact:

The Summer Food Service Program cost not to exceed \$100,000. The program is federally funded and administered by the State.

Discussion:

The Summer Lunch Service Program provides free meals to children ages 1 through 18 years at Rivera, Smith, Pico, and Rio Hondo Parks. Last summer over 31,000 breakfast and lunch meals were served through the program. The grant will reimburse the City up to \$100,000 for meals and \$3,000 for administrative cost.

Confirmation of the grant award is anticipated in early June.

A handwritten signature in black ink, appearing to read "Ronald Bates".

Ronald Bates

RB:SG:ca

Attachment: Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA ACCEPTING THE CALIFORNIA STATE DEPARTMENT OF EDUCATION GRANT FOR THE SUMMER FOOD SERVICE PROGRAM

WHEREAS, the City Council of the City of Pico Rivera desires to offer free nutritious meals to youth 1 to 18 years of age from June 10 to August 9, 2013; and

WHEREAS, the City of Pico Rivera has been awarded a grant from the California State Department of Education for serving free breakfast, lunches and related expenses; and

WHEREAS, the City of Pico Rivera Department of Parks and Recreation shall be reimbursed for related program delivery and staff costs from the grant award.

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

SECTION 1. The City Council authorizes and directs staff to accept said grant for the implementation of the Summer Food Service Program.

SECTION 2. The City of Pico Rivera adopts Budget for 2013-2014 shall reflect revenues in account No. 010-3500 – State Grants.

SECTION 3. Council further authorizes and directs staff to take all actions necessary and appropriate to implement the program and incur associated reimbursable expenditures.

SECTION 4. The City Clerk shall attest to the passage of this resolution, and it shall thereupon be in full force and effect.

ADOPTED AND APPROVED 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:



To: Mayor and City Council
From: City Manager
Meeting Date: April 23, 2013
Subject: ADULT BASKETBALL LEAGUE - AWARD CONTRACT

Recommendation:

Award contract to ELI Basketball League to operate an Adult Basketball League in the City.

Fiscal Impact:

The City will receive 30% profit of the league revenue, estimated at \$500 for the first year.

Discussion:

The Department of Parks and Recreation is looking into expanding its adult sports programming by adding an Adult Basketball League.

Request for Proposals were posted on the city website and sent to four (4) potential bidders. ELI Basketball League was the sole respondent.

ELI Basketball League provides basketball leagues in surrounding communities and for Los Angeles County Parks and Recreation Department. The league is managed by Louis Elisaldez, a Pico Rivera resident. He manages the leagues by handling the registration, scheduling, officials, scorekeeping, etc.

If approved by the City Council, the league would commence in early June 2013. Initially, the league will operate on Tuesday evenings at Rivera Park.

Ronald Bates

RB:PH:CM:ca

Attachments: 1) Ad Hoc Committee Notes
2) Professional Services Agreement

**CITY OF PICO RIVERA
MEMORANDUM**

Date: April 18, 2013

To: Mayor and City Council

From: Ron Bates, City Manager

Subject: PARKS AD HOC MEETING NOTES

Meeting Date: April 11, 2013

Attendees: Mayor Pro Tem Brent Tercero, Committee Member
Councilmember Gregory Salcido, Committee Member
Ron Bates, City Manager
Sandra Gonzalez, Director of Parks and Recreation

Sandra Gonzalez gives overview of schedule of gymnasium usage at Rivera Park. Currently the City's Youth Basketball League operates at the Pico Park and Rivera Park Gymnasium for 26 weeks/year. For the remainder of the year that Youth Basketball is not in season, the gymnasiums are used for "Open Gym" and allow free play from 3:00 p.m. to 8:00 p.m.

There is currently no Adult Men's Basketball League in the City.

Councilmember Salcido would like the Adult Men's Basketball League to be run in-house and not by an independent contractor. Preferably a sports organization from the City and would like to require the residency rate to be 2/3.

In order to offer more recreation and fitness options for adults in the community, staff identified adult basketball as a means to that goal. Currently the surrounding cities of Whittier, Santa Fe Springs, Montebello, and Downey all are offering adult leagues on multiple nights in their community gymnasiums with teams on waiting lists to participate. The proposed vendor is Eli Basketball. Its Director is Louie Elisaldez, a known Pico Rivera resident. He brings over 35 years of experience running leagues in Whittier, LA County, and Corporations. Many of his Whittier leagues are made up of Pico Rivera residents, and his intention is to bring them back to the city.

Similar to previous City adult basketball leagues, game schedules will have minimal impact on current activity or usage. 24 weeks of the year, the City's Youth Basketball League operates in the gymnasiums for youth practices Monday through Thursday. For the current proposed adult league, staff would reserve Tuesday nights at Rivera Park from

PARKS AD HOC MEETING NOTES

Page 2 of 2

6pm-11pm for games, still leaving Pico Park available for youth practices. Historically, Tuesday night is the least popular night for youth practices. To further evaluate the impact, youth teams have 120 practice slots to choose from for practice times throughout the week, the adult basketball league would use 9 practice slots for games.

For the remainder of the year that Youth Basketball is not in season, the gymnasiums are used for "Open Gym" to allow the public free play from 3:00pm – 8:00pm. The highest attended "Open Gym" times are from 3:00pm – 5:30pm. Beyond the highest attended times for open gym, attendance averages approximately 10 participants.

Proposed basketball clinic was discussed.

Adult softball leagues schedules discussed. Currently leagues play on Thursdays at Rio Hondo Park and Sundays at Pico and Rio Hondo Parks.



Ronald Bates

RB:sp

Thursday, April 11, 2013

TO: Ron Bates
FROM: Sandra Gonzalez
RE: Ad Hoc Meeting: Basketball League/ Gym Discussion

Questions from C. Salcido: re: Current Gymnasium use.

Who? 26 weeks / year-the City's Youth Basketball League operates in the Pico and Rivera gymnasiums for youth practices Monday through Thursday. Presently there is NO scheduled activities on Tuesday nights at the Rivera Gym. Youth teams have 120 practice slots to chose from for practice times throughout the week- Mon-Thursday at Pico, 4, 5, 6 ,7, 8 pm AND Mon, Wed & Th at Rivera same hour slots.

For the remainder of the year that Youth Basketball is not in season, the gymnasiums are used for "Open Gym" to allow the public free play from 3:00pm – 8:00pm. The highest attended "Open Gym" times are from 3:00pm – 5:30pm. Beyond the highest attended times for open gym, attendance averages approximately 10 participants.

For the current proposed adult league, staff would reserve Tuesday nights at Rivera Park from 6pm-11pm for games, still leaving Pico Park available for youth practices. Historically, Tuesday night is the least popular night for youth practices. The adult basketball league would use 9 practice slots for games.

When? Gyms are in use 26 weeks per year for City-Sponsored Youth Leagues. Remainder of the year is for open play.

How often? Gyms available for practices and games for youth at Pico M-TH from 4 to 9 pm, and at Rivera M-W-Th from 4 to 9 pm.

Cost? Youth Leagues pay \$45 (residents) to \$55 per kid. \$23 goes to Uniform / Trophy, Balance of \$22 to City for the 26 weeks (equates to approx .75/hr) Approx 300 kids. City profit is not significant.

AGREEMENT NO. _____
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
ELI BASKETBALL

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and Eli Basketball, a California Corporation ("Contractor").

2. RECITALS

2.1 City has determined that it requires the following professional services from a Contractor to provide Adult Basketball Leagues and Tournaments.

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

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

3. DEFINITIONS

3.1 "Scope of Services": Contractor agrees to provide Adult Basketball League and Tournament services in accordance to Exhibit A & B.

3.2 "Commencement Date": April 9, 2013.

3.3 "Expiration Date": April 9, 2014.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 16 below.

5. CONTRACTOR'S SERVICES

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

5.2 Contractor shall obtain a City business license prior to commencing performance under this Agreement. Contractor shall perform all work to the highest professional standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall comply with all applicable federal, state, and local laws and regulations (including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*)). During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working at the Commencement Date if both (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing to Contractor's performance of such work.

5.3 Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Louie Elisaldez shall be Contractor's administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's administrator without City's prior written consent.

6. COMPENSATION

The Contractor shall retain seventy percent (70%) of league registrations and remit thirty percent (30%) of the league registrations to City. The Contractor shall retain seventy five percent (75%) of tournament registrations and remit twenty five percent (25%) of the tournament registrations to City. Contractor shall pay all undisputed amounts. Contractor's payment to the City shall be remitted by midpoint (sixth week) based on league registrations and within two business days at the conclusion of tournaments. Payment in a form of a check shall be made payable to the City of Pico Rivera. Payments shall be made at the Parks and Recreation Department located at 6767 Passons Boulevard. Contractor shall not withhold applicable taxes or other unauthorized deductions from payments made to City.

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

Contractor is, and shall at all times remain as to City, a wholly independent Contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to City. Contractor acknowledges that City would not enter into this Agreement in the absence of Contractor's commitment to indemnify and protect City as set forth herein.

10.2 To the full extent permitted by law, Contractor shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor or any of its officers, employees, servants, agents, or subContractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

10.3 City shall have the right to offset against the amount of any compensation due Contractor under this Agreement any amount due City from Contractor as a result of Contractor's failure to pay City promptly any indemnification arising under this Section 10 and related to Contractor's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

10.4 The obligations of Contractor under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

10.5 Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subContractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event

Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor's subContractors or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

10.6 City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

11.1 During the term of this Agreement, Contractor shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Contractor's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and Completed operations hazard, contractual insurance, broad form property damage, independent Contractors, personal injury.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

11.1.3 Worker's Compensation insurance as required by the laws of the State of California.

11.1.4 Professional Liability insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars (\$1,000,000).

11.2 Contractor shall require each of its subContractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

11.4 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect

City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

11.5 At all times during the term of this Agreement, Contractor shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City as an additional insured. Contractor shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

11.6 Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

11.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

11.8 The insurance provided by Contractor shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor, and Contractor's employees, agents or subContractors, from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against the City.

11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

11.11 Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

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

12.2 In the event any claim or action is brought against City relating to Contractor's performance in connection with this Agreement, Contractor shall render any reasonable assistance that City may require.

13. RECORDS AND INSPECTIONS

Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Contractor shall obtain all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

15. NOTICES

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

If to City:

Finance Department
City of Pico Rivera
PO Box 1016
6655 Passons Blvd.
Pico Rivera, California 90660-1016

If to Contractor:

Louie Elisaldez
Eli Basketball
9447 Sunglow St.
Pico Rivera, CA 90660
Email: elibasketball@ymail.com

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Sections 9 and 10 and Section 12, Paragraph 12.2, of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Contractor. Contractor shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Contractor agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other

tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Contractor, then Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

18.1 Contractor shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Contractor.

18.2 In the performance of this Agreement, Contractor shall not discriminate against any employee, subContractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Contractor will take affirmative action to ensure that subContractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

18.4 The waiver by City or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing.

18.5 Contractor shall not be liable for any failure to perform if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Contractor.

18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether

reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

18.9 All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Contractor with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Contractor.

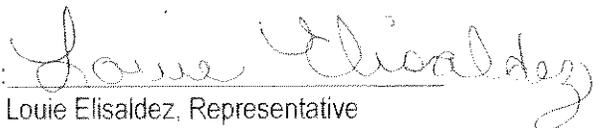
TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of Pico Rivera

"Contractor"
Eli Basketball

By:  _____
Ron Bates, City Manager

Date: _____

By:  _____
Louie Elisaldez, Representative

Date: 3-22-2013

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The following are the minimum specifications necessary for a League Management for Recreational Adult Basketball Leagues for the City of Pico Rivera Parks and Recreation Department 2012 – 2013 & 2013- 2014 Fiscal Years. Terms shall be valid until June 30, 2014.

GENERAL:

League Management Contractor shall be responsible for the following:

SCOPE OF SERVICES

1. "League Administration" to include:

1.1 Contractor shall obtain a City business license prior to commencing performance. Contractor shall perform all work to the highest professional standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall comply with all applicable federal, state, and local laws and regulations (including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*)). During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working at the Commencement Date if both (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing to Contractor's performance of such work.

1.2 Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by a Contractor Administrator or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Contractor's administrator shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's administrator without City's prior written consent.

1.3 Employees: Contractor shall provide such employees or independent contractors (collectively referred to as "employees") as may be required to render good service, to the satisfaction of the City. Such persons shall be satisfactory to the City as to their personal conduct, honesty, courtesy, health, personal appearance and willingness to cooperate with City employees. In the event that an employee is not satisfactory, as herein defined, City may furnish a written directive to Contractor to correct the cause of said dissatisfaction. If Contractor does not correct said problem to the satisfaction of

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the City within 60 days after said written directive is received, City may furnish a subsequent written notice to Contractor requiring that said employee be excluded from providing further services to City.

1.4 Operations: Contractor shall provide general supervision of gymnasium facilities including the enforcement of safety practices and regulations during periods the gymnasium facilities are in use in connection with the operation of the City of Pico Rivera Adult Basketball Program (In accordance with published game schedules as submitted to and approved by City). Contractor shall exercise the right to exclude persons from using gymnasium facilities who do not abide by established rules.

1.5 Disorderly Persons: Contractor shall use its reasonable efforts to prohibit intoxicated persons, profane or incident language, or boisterous or loud conduct in or about gymnasium facilities and will call upon the aid of peace officers to assist and maintain peaceful conditions.

1.6 Permits and Licenses: Contractor shall be required to obtain at its sole expense any and all permits or licenses that may be required in connection with Contractors subject operation including, but not limited to tax permits, business licenses and health permits, where applicable.

1.7 Signs and Advertisements: No signs of any kind shall be displayed unless approved by City, who may require removal or refurbishment of any sign previously approved. Contractor shall not permit vendor to displays wares unless written permission is secured from the City and such permission shall be subject to revocation at any time.

1.8 Sponsorship: Notwithstanding that Contractor is providing to City the operating services contemplated in this agreement, it is acknowledged that the City of Pico Rivera Adult Basketball League is sponsored by the City and that Contractor is not a sponsor or co-sponsor of said program.

1.9 League Director: The league director shall oversee the program on a day to day basis. The league director shall be an experienced employee of the Contractor who will work to serve the needs the City and program participants. Said director shall have current First Aid/ CPR/ AED certifications and serve as first responder for league related medical emergencies. Contractor shall provide all first aid equipment. League director shall also be responsible for completing all accident and incident reports for any situations that may occur during adult recreational basketball league games. Said reports should be turned into the City within 24 hours of the incident/accident.

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1.10 League Operation: The dates designated for and the duration of each league, registration procedures and the number of games offered will be agreed upon by Contractor and City. Contractor shall schedule adult basketball league games and tournament play according to facility schedules as determined by and within the sole discretion of City.

1.11 Marketing: Contractor shall at all times use its reasonable best efforts to provide for the best possible program promotion, consistent with the marketing services generally offered by persons engaged in providing services similar to those required of Contractor under this agreement. Services shall include, but may not be limited to, press releases, program flyers, copy for the City brochure, letters and forms, mailing lists, a phone "hotline", website, and other social media outlets. All such marketing materials and forms must be submitted to City by established deadlines as agreed upon by Contractor and the City. City's written approval shall be obtained before such materials are distributed.

1.12 Pre-season Services: Contractor shall arrange with City mutually agreeable dates, times, a Pico Rivera location for team registration. Contractor shall collect and deposit league fees into a separate "Pico Rivera" trust checking account. Contractor shall be responsible for team classification and league formation resulting in the most balanced and equitable competition possible. Contractor shall be responsible for preparing, printing and distributing of game schedules. Copies of game schedules shall be provided to City prior to the start of each season. Changes to games schedules shall be provided to City within 3 days after their occurrence.

1.13 Sign In Sheets: Contractor shall provide sign in sheets with hold harmless/release/assumption of risk provisions ("Release"), approved in advance by City in writing and ensure that each player signs the release. Any player failing or refusing to sign the release shall not be permitted to play by Contractor.

1.14 Managers Meeting: Contractor shall organize and supervise each preseason managers meeting. This meeting will include distribution of league rules.

1.15 Southern California Municipal Athletic Federation (S.C.M.A.F.): Contractor shall complete all S.C.M.A.F. team registration paperwork for those teams that choose to pay the prevailing registration fee, as required by S.C.M.A.F., and pay such registration fees to S.C.M.A.F. within 30 days of 1st scheduled game of the season.

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1.16 Players Medical Benefit Fund (PMBF): Contractor shall collect and deposit the optional PMBF fee for each team that pays it.

1.17 Awards: Contractor shall provide individual awards for 1st place teams in all divisions. Awards shall consist of shirts, sweatshirts, or similar items as agreed upon between Contractor and City in advance of each league. Awards shall also be provided for statistical leaders in scoring average in each division based on a minimum number of games played to be eligible as agreed upon between Contractor and City prior to the start of the league.

1.18 Method of Payment: Contractor shall pay to City portion of the gross receipts from league team registration in accordance with the following schedule (with each date specified being said date next following the start of the subject league) and as outlined in section 6 below.

Summer League	-	on or before October 15
Fall League	-	on or before January 15
Winter League	-	on or before April 15
Spring League	-	on or before July 15

Contractor shall pay to City the portion of the gross receipts from tournament team registration within 30 days of each scheduled tournament event.

Contractor shall submit with payment, a gross receipts report for the season which payment is being submitted. Gross receipt reports should include a statement of the gross receipts by source of sales, and such other information as City may require. The payment shall be addressed to:

City of Pico Rivera
Finance Division
P.O. Box 1016
Pico Rivera, Ca 90660

In the event Contractor fails to submit payment by due date, an additional 10% of the amount due will be charged. This charge is intended to compensate for additional accounting and administrative cost.

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2. **Services** to include:

2.1 **Officiating Services**: Contractor shall recruit, train, supervise and evaluate basketball officials. Contractor shall schedule and assign two California Interscholastic Federation ("C.I.F.") certified officials to all adult recreational basketball league games. Officials should arrive prior to the scheduled start time of all games, be in proper uniform and conduct themselves in manner that reflects aforementioned employee conduct.

2.2 **Scorekeeping Services**: Contractor shall recruit, train, supervise, schedule and evaluate basketball score keepers for all scheduled league games. Contractor shall provide complete and comprehensive league statistics for each team and individual. Statistics should be sent to City weekly, to be updated on Department website. City shall provide score table, score keeping equipment at gymnasium facilities that include control panels to score boards and electrical power to operate said control panels. Contractor shall provide all statistical forms needed to keep up to date statistics.

PROPOSAL FORMAT INFORMATION AND EVALUATION

Proposal Format

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. The response to the Request for Proposal (RFP) must be made in accordance with the format set forth in this section. Failure to adhere to the following format may be cause for rejection of the proposal as non-responsive.

A. Cover Letter

The proposal shall contain a cover letter and introduction which shall include the organization name and address and the name, email address and telephone number of the person(s) who will be authorized to represent the Contractor regarding all matters related to the proposal and any contract subsequently awarded to said Contractor. This letter shall be signed by the person(s) authorized to contractually bind the organization.

B. Public Records

All Proposals submitted in response to this RFP become the property of the

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City and under the Public Records Act Government Code § 6250 et. seq.) are public records, and as such may be subject to public review. However, the proposals shall not be disclosed until negotiations are complete and a recommendation for selection and award is made to the City Council. Proposals will be subject to public review at least ten (10) days before selection and award.

If a proposer claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the proposal. Note that under California law, a price proposal submitted to a public agency is not a trade secret. City will notify Proposer of any request received for trade secret and/or proprietary information and provide Proposer a reasonable period of time to seek a protective order from the court prior to disclosure.

C. Operating Methodology/Business Plan

A technical proposal must be provided describing the proposer's method and resources to perform the work described in the RFP. This section should include:

1. A narrative on how the proposer will specifically operate, manage and administer the officials and scorekeepers. Describe your proposed services, including the following criteria, in its evaluation:
2. What are your program goals and objectives?
3. What are your operating philosophies?
4. What will be your staffing/management considerations? At a minimum, how many staff members will be required?
5. Describe your method of accounting, including tracking of all programs.
6. Provide a detailed plan on training and evaluating officials and scorekeepers.

D. Qualifications and Experience

The Proposer must have a minimum of twenty (20) years experience in league management and assigning necessary personnel and must include a response to each of the following items in their written proposal: (Exhibit C)

1. Experience, Reliability and Expertise

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- a) Company experience
- b) Personnel experience
- c) Experience with S.C.M.A.F. and C.I.F. rules
- d) Background and qualifications of key personnel.
- f) Provide a minimum of three (3) references to contact, to verify past performance.

F. Proposed Compensation

All proposals submitted shall have a desired percentage of gross receipts from league team registration fees and a separate (if applicable) desired percentage of gross receipts from tournament team registration fees. Also, please provide an estimate of gross receipts per season as well as tournament estimates.

Quotation Preparation Costs

All costs incurred in the preparation and submission of Quotations and related documentation, including participating supplier presentation to The City of Pico Rivera shall be borne by the participating supplier.

Quotation Validity

Quotations must be valid for 120 days from the Quotation Due Date.

Acceptance or Rejection of Submissions

The City of Pico Rivera is not obligated to accept the lowest cost or any quotation.

The City of Pico Rivera reserves the right to:

- Reject any or all Proposals;
- Waive technicalities or irregularities;
- Issue no contract for any of the services described within this RFP;
- Award all services to one supplier;
- Accept any proposals it determines to be in the City's best interest;
- Negotiate any or all of the scope and terms of any contract that flows, directly or indirectly, from this RFP;
- Add or remove scope into the contract negotiation process;

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- Issue contract award(s) for any combination of services and suppliers, either all or part of the business as the City sees fit.

The City of Pico Rivera has no obligation to reveal the basis for contract award or to provide any information to suppliers regarding the evaluation or negotiation processes.

All participating suppliers will be notified promptly of bid acceptance or rejection.

INSURANCES & SECURITIES

Supplier shall furnish to the City of Pico Rivera (the City) prior to the commencement of work an underwriter's endorsement with a certificate of insurance stating that there is General Liability insurance presently in effect for the supplier with a combined single limit of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate; and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence.

1. The Certificate of Insurance shall provide:

- a. That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the City of Pico Rivera;
- b. That the City of Pico Rivera, and its employees, volunteers, officers, and agents of each of them, are included as additionally insured, but only insofar as the operations under this contract are concerned;
- c. That the City of Pico Rivera and its employees, officers, and agents of each of them will not be responsible for any premiums or assessments on the policy;
- d. That the insurer has an AM Best rating of A: VII or equivalent.

2. Contractor agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval and the contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event contractor fails to keep in effect at all times insurance coverage as herein provided, the City may in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

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3. Workers' Compensation insurance coverage as required by the State of California of \$1,000,000 per occurrence.

PROPOSALS

Proposals must:

- Be received **no later than 12 Noon on February 18, 2013.**
- Be mailed, e-mailed or faxed to:

City of Pico Rivera
Department of Parks and Recreation
Attn: Anna Jerome, Assistant City Clerk
P.O. Box 1016.
Pico Rivera, CA. 90660
e-mail: ajerome@pico-rivera.org
fax: (562) 948-4838

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Vendor List

1. Fast Action Basketball – Dan Anderson
32158 Camino Capistrano, Suite A #287
San Juan Capistrano, Ca 92675
Ph. (949) 443-9933
Fax (949) 443-9966

2. Ace 5 on 5 Sports- Andre Thomas
P.O. Box 6052
Orange, Ca, 92863
Ph. (714) 625-6976

3. Superstar Basketball- Hanz Jimenez
21003 La Puente Rd
Walnut, Ca, 91789
Ph. (626) 862-7728

4. Eli Basketball- Louie Elisaldez
9447 Sunglow St.
Pico Rivera, Ca 90660
Ph. (562) 353-0572



EXHIBIT B

SCOPE OF SERVICES

Eli Basketball, Inc., will provide a minimum of 1 (one) adult basketball league per season, spring, summer, fall, and winter. League is to provide the following:

- Eli Basketball is responsible of all registrations from seasonal leagues.
- Officials who shall arrive no latter than 10 minutes prior to game time in appropriate official attire.
- Score keepers who will supplies score keeping materials ie.. scorebooks, pencil and weekly standings.
- Will assist in clean-up of facility at the conclusion of each game night.
- City staff will be provided to open, close and monitor facility..

APPROVED FEE SCHEDULE

Eli Basketball will receive 70% of all monies collected from each seasonal league and/or leagues

Eli Basketball is to pay the City of Pico Rivera 30% of all monies collected from seasonal league and/or leagues no later than the 6 (six) weeks into league.

Eli Basketball will receive 75% of all monies collected from each seasonal tournament and/or tournaments.

Eli Basketball is to pay the City of Pico Rivera 25% of all monies collected from seasonal tournament and/or tournaments no later than 2 (two) working days at conclusion of tournament and/or tournaments.



Exhibit C

February 15, 2013

City of Pico Rivera
Department of Parks and Recreation
PO Box 1016
Pico Rivera, CA 90660

Subject: 2013-2014 Recreational Adult Basketball League Management

We provide a professional service overseeing the successful Adult Basketball Leagues and Tournaments in the surrounding community.

I have attached a proposal for the Adult Basketball Leagues for the upcoming 2013-2014 Seasons. Listed below is the person(s) who will be authorized to represent ELI Basketball regarding all matters related to the proposal and any other contract.

Louie Elisaldez – Director of Leagues & Tournament
Basketball Official – 35 years
League Management – 35 years
CIF - 20 years
SCMAF: 20 years

Laura Elisaldez – Administrative Sports Coordinator in League Management
Youth and Adult Leagues and Tournaments – 30 years

Leza Elisaldez – Sport Coordinator – Scorekeeper
High School Varsity Player - 4 yrs
Youth & Adult League and Tournaments Scorekeeper – 10 yrs

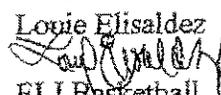
Kertid Elisaldez – Sports Coordinator – Scorekeeper
High School Varsity Player – 4 yrs
Collegiate Basketball Player – Current
Youth & Adult League Tournament Scorekeeper – 10 yrs
Youth Basketball Official – 7 yrs

3 - References - Joey Mata – Whittier High School Head School Security, Head Coach Boys Varsity Basketball Program. Contact Number: 562-458-0513

Dan Hernandez -- Principal & Pastor Liberty Christian School, President Sports Christian Association.
Contact Number: 714-356-3046

Annie "Dingo" Mercado – Recreation Services Supervisor for Los Angeles Country Parks & Recreation:
Contact Number: 562-698-7645

Thank You for this opportunity to submit this proposal.

Louie Elisaldez

ELI Basketball
9447 Sunflow Street
Pico Rivera, CA 90660
562-353-0572
elibasketball@vmail.com
2 attachments

Proposal for Adult Basketball Leagues & Tournaments

Providing a Safe, Healthy & Leisure environment for the participant of the Recreation Adult Basketball Leagues & Tournaments

Divisions:

Mens Open 18 & Over

Mens 35 & Over

Womens Open 18 & Over

Cost:

\$350.00 per Team

\$35.00 Game Fee Includes Official Fee and Score Keepers

Awards: Team Trophies, Individual – T-Shirts, Jersey

League Game Days & Time:

Games to be played at Rivera & Pico Park

Game Days: Tuesday or Thursdays

Game Time: 6:30, 7:30, 8:30

Registration: If needed, to be determined at a later date

Begin:

Ending:

Locations:

Hours:

Days:

Managers Meeting:

2 weeks before League to begin

Time: TBA

Location: TBA

Deposit: \$150.00 / Balance to be paid prior 3rd scheduled League game

Registration Form / Roster

Rules

Schedule

Schedule Officials:

Certified Officials: Collegiate & High School

Report to location 10 minutes before 1st scheduled game time

Uniform: Official Shirt/ Strips or Grey

Score Keepers:

Certified First Aid / CPR

5 years' experience

Uniform: ELI Basketball Shirt

Must report to location ½ hour before 1st scheduled game time

Game Schedule

Sign sheet (release form) / Score sheet

Portable Clock

First Aid Kit – Ice Pack, Band aids, Wrap

Site Coordinator:

Certified First Aid / CPR

No less than 5 years' experience overseeing Adult Leagues

Uniform: ELI Basketball Shirt

Must report ½ hour before 1st schedule game time

Game Schedule

Phone List: Officials, Score keepers, League Director, Team Managers

Open for discussion:

Flyer

Rules

Manager /Coaches

Equipment

Officials

Scorekeepers



To: Mayor and City Council
From: City Manager
Meeting Date: April 23, 2013
Subject: PROPOSED WALKING CREW PROGRAM ELIMINATION

Recommendation:

Approve the elimination of the Walking Crew Program for Fiscal Year 2013-2014.

Fiscal Impact:

The Walking Crew Program is subsidized by the general fund in the amount of approximately \$85,000.

Discussion:

The Department of Parks and Recreation is proposing the elimination of the Walking Crew Program for the 2013-2014 academic school year. This proposal is consistent with the City Council's directive to re-evaluate how we provide services to achieve the maximum efficiency and reduce costs.

Pico Rivera residents will be left with the award winning REACH program to provide quality after school care for students in Kindergarten-5th grade. Middle School age students will have the option to enroll in Teaching, Helping, Inspiring & Nurturing Kids (THINK Together), a free after school program offered by the El Rancho Unified School District. St. Hillary Catholic School students have the option in enrolling in an on campus after school program.

REACH emphasizes literacy, nutrition, homework assistance, project based learning, and physical fitness. Project based learning/clubs is a simple concept that yields great result. Essentially, REACH reinforces the curriculum students are learning in the classroom and culminates in a fun trip or activity that relates what students have

learned to real-world. Our physical fitness program differs from other programs because it encourages all participants to be active at the same time.

The cost for each child to attend REACH is \$40 per school year compared to the \$1,400 per child for the Walking Crew program. This is a cost savings of \$1,360 per child for our residents.

Last week, a letter to the parents of the Walking Crew program participants were mailed, and the details of the advantages to the REACH program were explained, as well as the proposed elimination of the Walking Crews. We encourage City Council to support the program changes as described herein, so that the children in Walking Crew can be placed on the priority REACH list, and the community can realize a savings and better educational opportunity for their children.

There are currently 12 part-time Parks and Recreation Department staff members assigned to the Walking Crew Program. In FY 13/14, six of the walking crew staff will be transferred to the REACH program, the other six will be offered opportunities in sports programs or the park facilities. As a result, none of the staff would lose their part-time job.

In making this change, the Department believes that we are creating greater opportunity to engage our youth. In addition, the General Fund savings to the City of Pico Rivera is substantial, and therefore has an overall positive impact.



Ronald Bates

RB:SG:ca

Attachments: 1) Memorandum to City Manager
2) Letters to Walking Crew participants

CITY OF PICO RIVERA
MEMORANDUM

Date: April 5, 2013
To: Mayor and City Council
From: City Manager
Subject: PROPOSED ELIMINATION OF WALKING CREW PROGRAM

The City continues to be under financial pressure with regard to structurally balancing the budget for FY 2013/14. Based on Council direction, staff continues to look for ways to reduce the costs of programs that either are not needed or maybe duplicative of other affective programs. The City, to assist our families with supporting their children, have both the REACH Program which is run by the City and State grant funded and the Walking Crew Program which is City operated, funded partially by the parents and subsidized by the City to the extent of approximately \$85,000 per year.

If you note on the attached report, it is possible to eliminate the Walking Crew Program and the expenditures of \$85,000 and to place all of the 43 Walking Crew Program children into the REACH Program (staff servicing the Walking Crew Program can be incorporated into the summer progams for Parks & Recreation). This is a subsidy of almost \$2,000/participant. Further, eliminating the Walking Crew Program will save parents approximately \$1,360 over the 36-week period of the program; and, will improve the utilization of the REACH Program which costs parents a once a year \$40 per student enrollment fee for the same 36-week period.

Staff anticipates putting this item on the April 23rd agenda for Council consideration. If you have any questions, please contact me.



Ronald Bates

RB:es

cc: Director of Parks & Recreation

CITY OF PICO RIVERA
MEMORANDUM

Date: April 3, 2013
To: Ronald Bates, City Manager 
From: Sandra J Gonzalez, FASLA; Director of Parks and Recreation
Subject: PROPOSED ELIMINATION OF WALKING CREW PROGRAM

Summary

The Department of Parks and Recreation is proposing the elimination of the Walking Crew Program. This proposal is consistent with the City Council's directive to re-evaluate how we provide services to achieve maximum efficiency. Options to the program would offer a more robust educational opportunity to the participants of the program, retain existing Parks and Recreation employees, and result in a more than 90 percent savings to parents of participants.

Background

Since 1985, the Department of Parks and Recreation has offered the "Walking Crew Program", which is a low-cost after school program. For \$39.00 per week, students in grades K-8th are walked from their school site to one of our park sites for after school care until 6 p.m. The school sites and parks where the program is offered are as follows: Durfee Elementary, North Ranchito Elementary and North Park Middle School at Pico Park. Rio Vista Elementary, South Ranchito Elementary, Valencia Elementary and Rivera Middle School students are walked from the schools to Smith Park. Lastly, Birney Elementary, Magee Elementary and Burke Middle School students are walked to Rivera Park for programming.

For FY 13/14, the Department of Parks and Recreation is recommending that we eliminate the Walking Crew program. The Walking Crew program is subsidized by the general fund in the amount of \$85,507.

Specifically, revenues and expenditure of Walking Crew are as follows:

- a. Revenue: $\$39.00 \times 36 \text{ total weeks} \times 43 \text{ participants} = \$60,372 \text{ total}$ (Note: Parents pay \$1404 per child over the course of the 36 weeks.)
- b. Expenditure / Cost: Staff -\$130,879. Supplies - \$15,000.
Total Cost is \$145,879.00
- c. Net Cost for Walking Crew Program totals \$85,507.88 (General Fund subsidy)

Currently, the Walking Crew program averages between 10 to 15 students per park site.

Discussion

Continuing to offer this program does not make fiscal sense at this time, especially when the Department also operates the Recreation, Education, Accelerating Children's Hopes (REACH), an award-winning, grant-funded after school program which can accommodate K-5th Walking Crew participants. The REACH program currently only charges a once a year \$40 per student enrollment fee as opposed to the cost of the Walking Crew which is \$39 per student, per week. The El Rancho Unified School District operates Teaching, Helping, Inspiring & Nurturing Kids (THINK Together), a free after school program which operates immediately after school until 6pm for middle school students. This change would be a significant savings for parents. Additionally, The Walking Crew program accommodates 1 student who attends St. Hillary's Catholic School. St. Hillary's also operates an after school program on campus for \$55.00 per week.

The Department of Parks and Recreation proposes to offer Pico Rivera residents the award-winning REACH after school program, in lieu of the Walking Crew program, to provide high quality after school care.

REACH operates through a grant from the State of California and serves students in grades K-5th who attend school in the El Rancho Unified School District. REACH emphasizes literacy, nutrition, homework assistance, project based learning, and physical fitness. Students are required to attend REACH each day after school until 5:30pm. Early releases are allowed for sport, religious, family, educational and medical appointments. REACH will be accepting enrollment for the 2013-2014 school year on Saturday, May 4th from 8am-12pm at the Pico Rivera Senior Center. Spaces are limited in REACH but current Walking Crew participants will have priority.

There are currently 12 part-time staff members assigned to the Walking Crew Program. Of the 12 staff, 10 work other department programming. In FY 13/14, six of the walking crew staff will be transferred to the REACH program, the other six will be offered opportunities in sports programs or the park facilities. As a result, none of the staff would lose their part-time job.

Current Status

This week, a letter to the parents of the Walking Crew program participants will be mailed, and the details of the advantages to the REACH program will be explained, as well as the proposed elimination of the Walking Crews. The Department anticipates this item going to the City Council on the 4/23/13. We encourage City Council to support the program changes as described herein, so that the children in Walking Crew can be placed on the priority REACH list, and the community can realize a savings and better educational opportunity for their children.

SG:CM:ca



Sandra J. González
Director

City of Pico Rivera
PARKS AND RECREATION DEPARTMENT

P.O. Box 1016 · 6767 Passons Boulevard · Pico Rivera, California 90660

(562) 801-4430

Web: www.pico-rivera.org · e-mail: recreation@pico-rivera.org

April 5, 2013

City Council

Gustavo V. Camacho

Mayor

Brent A. Tercero

Mayor Pro Tem

Bob J. Archuleta

Councilmember

David W. Armenta

Councilmember

Gregory Salcido

Councilmember

Dear Walking Crew Parents:

This letter is regarding the proposed elimination of the City of Pico Rivera's Walking Crew Program for the 2013-2014 academic school year. Due to budgetary reasons, the Department of Parks and Recreation is proposing to eliminate the Walking Crew Program, leaving the award winning REACH program to provide quality after school care for Pico Rivera residents.

REACH serves students in grades K-5th who attend school in the El Rancho Unified School District. REACH emphasizes literacy, nutrition, homework assistance, project based learning, and physical fitness. Project based learning/clubs is a simple concept that yields great results. Essentially, REACH reinforces the curriculum students are learning in the classroom and culminates in a fun trip or activity that relates all that the students have learned into real-world terms. Our physical fitness program differs from other programs because it encourages all participants to be active at the same time.

The cost for each child to attend REACH is \$40 per school year compared to the \$1,400 per child you pay over the course of 36 weeks for Walking Crew, a cost savings of \$1,360 per year for your family. Not only is it less expensive, but the education, physical activities and staff training that are required by the state are of great benefit to your child.

In the event that the Walking Crew program is eliminated, please be reassured that the Department of Parks and Recreation will notify you as soon as possible. Our Staff will make every effort to assist you in further learning about the REACH program, and provide you information about their registration process. REACH conducts open registration every year in May for the next academic school year. This year, open enrollment will be held on Saturday, May 4, 2013 from 8:30 a.m. to 12:30 p.m. at the Pico Rivera Senior Center.

I thank you for your continued support in our programs. If there are any questions or concerns you may have, please feel free to contact me at (562) 801-4430 or email me at sgonzalez@pico-rivera.org.

Sincerely,

Sandra J. González
Director

SG:ca



City of Pico Rivera
PARKS AND RECREATION DEPARTMENT

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Sandra J. González
Director

April 5, 2013

City Council
Gustavo V. Camacho
Mayor
Brent A. Tercero
Mayor Pro Tem
Bob J. Archuleta
Councilmember
David W. Armenta
Councilmember
Gregory Salcido
Councilmember

Dear Walking Crew Parents:

This letter is regarding the proposed elimination of the City of Pico Rivera's Walking Crew Program for the 2013-2014 academic school year. Due to budgetary reasons, the Department of Parks and Recreation is proposing to eliminate the Walking Crew Program.

Although the Department currently does not offer nor facilitate an after school program at the Middle Schools, the El Rancho Unified School District does offer an after school program called *Think Together* at each of the Middle School Sites. For further information on *Think Together*, we encourage you to contact your local Middle School's office to request information on their after school program.

There is no cost for each child to attend the Think Together after school program at the Middle School sites compared to the \$1,400 per child you pay over the course of 36 weeks for Walking Crew, a cost savings of \$1,400 per year for your family. Not only is it cost effective but the education and the physical activities that are required by the state are of a great benefit to your child.

In the event that the Walking Crew program is eliminated, please be reassured that the Department of Parks and Recreation will notify you as soon as possible.

I thank you for your continued support in our programs. If there are any questions or concerns you may have, please feel free to contact me at (562) 801-4430 or email me at sgonzalez@pico-rivera.org.

Sincerely,

Sandra J. González
Director

SG:ca



Sandra J. González
Director

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April 5, 2013

City Council

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Mayor

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Councilmember

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Councilmember

Gregory Salcido
Councilmember

Dear Walking Crew Parents:

This letter is regarding the proposed elimination of the City of Pico Rivera's Walking Crew Program for the 2013-2014 academic school year. Due to budgetary reasons, the Department of Parks and Recreation is proposing to eliminate the Walking Crew Program.

Although, the Department does not offer nor facilitate an after school program at St. Hilary's Catholic School, the school does offer an after school program/day care on its campus. For further information on their after school care program, we encourage you to contact your school's office to request that information.

In the event that the Walking Crew program is eliminated, please be reassured that the Department of Parks and Recreation will notify you as soon as possible.

I thank you for your continued support in our programs. If there are any questions or concerns you may have, please feel free to contact me at (562) 801-4430 or email me at sgonzalez@pico-rivera.org.

Sincerely,

Sandra J. González
Director

SG:ca

A Day at REACH

The REACH After School Program focuses on three well-designed components that involve students in academic, social, and personal achievement goals. The REACH After School Program starts at the end of the school day.

Students enrolled in REACH immediately report to the cafeteria following dismissal from school. Once students check-in, they will receive a nutritious snack provided by ERUSD Food Services. Students will then head to the classroom and focus on their homework for up to an hour, under the supervision of their Classroom Leader. After homework time, REACH staff will engage students in an outdoor recreation activity for 30 minutes. After a water break, students transition into the final part of the day. This hour will either focus on academics and literacy through the award winning LitART Curriculum, or on enrichment, where students will attend a workshop or participate in a club.

Previous Enrichment Themes have included: Science, Golf, Theater, Music, Culinary Arts, Fitness, Visual Arts, Dance, Sports, and Technology.



Check-In & Sign-Out

All students must check-in with their Classroom Leader every day. A Parent, legal guardian, or authorized adult must sign-out students each day. Students are only released to individuals that are listed on the Authorization to Pick-Up form. Photo ID's will be checked for your child's safety. People who do not have proper ID or are not listed on the proper forms will not be allowed to pick-up your child.

Pick-Up

Students can be picked-up from the after school program after 5:30 PM, but no later than 6:00 PM. There is a \$10 late fee for every 15 minutes late or fraction thereof.

Absences

Students are allowed up to (3) unexcused absences before they are dropped from the program.

Early Releases

If your child is involved in extracurricular activities or religious classes, they may be excused early from REACH by submitting an Early Release form along with back-up documentation.

If your child needs to be picked-up early for any medical reason, please provide documentation, from your health provider, to the Site Coordinator.

Program Conduct

Participation in the REACH Program is a privilege and students must follow the rules of the program.

Disruptive or disrespectful behavior toward other students or REACH staff may be grounds for suspension or dismissal. Parents will receive a Parent/Guardian Notification form to notify of behavioral problems. If inappropriate behavior persists the child may be dropped from the program after they have received 3 Parent/Guardian Notifications. Any violent actions towards other students or staff is grounds for immediate removal from the program.

Students are not allowed to bring any electronic devices or toys to REACH. The REACH Program is not responsible for any lost or damaged items brought to the program.

Health & Safety

The health and safety of your child is our primary concern. All staff are CPR and First Aid certified. In the event of an emergency, parents and guardians are notified immediately. If a parent cannot be reached, we will call the persons listed as emergency contacts as well as continue trying to reach the parent. Site Coordinators must be advised about any changes to contact information.

Applications

REACH is accepting applications for PM and All Day Kindergarten through 5th grade students at all 8 El Rancho Unified School District elementary school sites. Registration packets are available online at tiny.cc/PRreach and in person at the Parks & Recreation Department.

Registration forms must be submitted in person. A \$40 registration fee is required upon registration. Financial assistance is available upon request.

Each school has a maximum enrollment of 84 students. After a maximum enrollment, students are placed on a waiting list, in order of applications received, and are enrolled into the program when a space becomes available.

Collaboration

The REACH Program is the result of a successful partnership between the City and El Rancho Unified School District. The REACH Program utilizes El Rancho Unified School District standards as a baseline for policy in the After School Program.

To register, visit the
Department of Parks & Recreation
6767 Passons Boulevard, Pico Rivera, CA

or
Download Registration Forms and Handbook
online at tiny.cc/PRreach

A quick guide to...

REACH AFTER SCHOOL

Recreation & Education
Accelerating
Children's Hopes

Recreation & Education
Accelerating
Children's Hopes

City of Pico Rivera

Department of Parks & Recreation

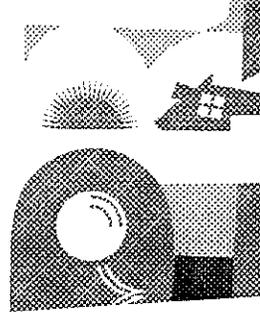
PO Box 1016 • 6767 Passons Boulevard
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Phone: 562.801.4430

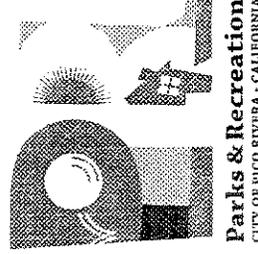
Fax: 562.801.0671

recreation@pico-rivera.org

www.Pico-Rivera.org



City of Pico Rivera
Department of
Parks & Recreation



Parks & Recreation
CITY OF PICO RIVERA - CALIFORNIA



To: Mayor and City Council

From: City Manager

Meeting Date: April 23, 2013

Subject: PASSONS BOULEVARD UNDERPASS - FEDERAL PROJECT NO. HPLUL-5351 (018), CIP NO. 20053 - NOTICE OF COMPLETION

Recommendation:

- 1) Accept as complete, effective April 1, 2013, work performed by Brutoco Engineering & Construction, Inc. on the Passons Boulevard Underpass Project and instruct the City Clerk to file the Notice of Completion with the Los Angeles County Recorder; and
- 2) Authorize the City Manager to approve Change Order Nos. 16 through 33 in the total amount of \$511,470 for additional project improvements; and
- 3) Authorize the City Manager to approve Change Order No. 34 in the total amount of \$522,697; a balancing change order needed to adjust the contract bid quantities.

Fiscal Impact: \$12,190,687 (State and Federal Funds, inclusive of the Transportation Congestion Relief Program (TCRP) Funds, Section 190 Funds, Safe Accountable Flexible Efficient Transportation Equity Act (SAFETEA-LU) Funds, State Transportation Improvement Program (STIP), and BNSF Contribution), CIP Account No. 210-7300-44500-00020053

Discussion:

The Passons Underpass Project is a partnership with the City of Pico Rivera, Caltrans and the Burlington Northern Santa Fe Railroad Company (BNSF), implemented as a solution to improve local safety and reduce traffic congestion as well as to mitigate the impacts of the BNSF's future triple track project. This \$44.25 million project entailed lowering Passons Boulevard under the Burlington Northern Santa Fe (BNSF) railroad bridge to separate train traffic from pedestrian and vehicular traffic.

At its meeting of October 26, 2010, the City Council awarded a construction contract in the amount of \$10,862,827 to Brutoco Engineering & Construction, Inc. (Contractor) for the construction of the Passons Boulevard Underpass Project. Subsequently on September 25, 2012, the City Council approved 15 change orders in the amount of \$293,693 for a revised contract amount of \$11,156,520; the change orders were for additional work necessary to address unforeseen conditions which became apparent only after mass excavation and removals began.

Construction - Construction is complete effective April 1, 2013 and the Notice of Completion can now be filed with the Los Angeles County Recorder. Work was performed in accordance with the approved plans and specifications, with acceptable quality and workmanship.

Highlights of construction include; (1) lowering the Passons Boulevard roadway approximately 25 feet under the railroad tracks, (2) a rolled steel beam with a concrete deck railroad bridge with decorative railing, (3) a pump station with the latest in technology, (4) utility relocation inclusive of a 10 foot by 10 foot reinforced concrete storm drain mainline; (5) closure of Serapis Avenue at the BNSF railway crossing (6) reconnection of Passons Boulevard to the existing Rivera Road, (7) a cul-de-sac for Bermudez Street. A noteworthy highlight is the underpass' artistic features involving landscape, hardscape, and decorative railing.

Change Orders – In addition the approved change orders, 18 change orders (Change Order Nos. 16 through 33) were necessary to complete construction. The reasons for the change orders are summarized as follows; (1) unforeseen conditions (13%), (2) additional work (42%), (3) and design adjustments (45%). The total cost of these change orders was \$511,470. Change order work was performed immediately to avoid delaying construction. Enclosures 2 and 3 contain detailed information on the change orders. As a note, the number of change orders and their dollar values are common on projects of similar scope and magnitude, especially when you consider projects that are constructed in fully built-out cities. Some grade separation projects experience individual change orders worth more than one million dollars, such change orders were avoided on this project.

In addition, Change Order No. 34 in the amount of \$522,697 was necessary to pay for *contract quantity adjustments*. In brief, during construction, design quantities for items of work were increased or decreased based on the actual work performed by the contractor (constructed quantities). According to the contract documents, the City is obligated to pay for constructed quantities since the contract was not on a lump-sum basis.

Budget – Construction was completed within budget, with acceptable quality and workmanship. Including change orders, the total cost of construction was \$12,190,687 with a summary following;

- \$10,862,827, Construction
- \$ 256,420, Change Orders, Unforeseen Conditions (2.10%)
- \$ 245,642, Change Orders, Additional Work (2.02%)
- \$ 303,101, Change Orders, Design Adjustments (2.49%)
- \$522,697, Quantity Adjustments (4.29%)

Construction was fully funded with State, Federal and BNSF funds. No local funds were used.

Schedule, Liquidated Damages and Other Costs - The original contract date of July 18, 2012, was contractually extended to October 10, 2012 to account for approved time extensions, non-working days and rain delays. The project was substantially completed December 28, 2012 and fully completed on April 1, 2013.

The project was completed behind schedule due to contractor delays. According to the contract documents, the City may assess liquidated damages (LDs) in the amount of \$8,300 per calendar day of delay. Staff is assessing 23 days of LDs through the date of substantial completion for an amount of \$190,900. It is expected that the contractor will challenge the LDs. If the contractor does, the matter will be resolved according to Public Works standard practice and policies.

In addition to LDs, the contract documents specify the contractor is responsible for certain costs such as (1) construction inspection services provided after working hours at the contractor's request and (2) BNSF railroad flagging costs. At this time, these costs have not been finalized by the contractor and City staff. The cost will be deducted from the contract's retention amount.

Pending Claim – The contractor has submitted a claim requesting (1) unpaid balance in progress payments (\$186,943), (2) release of retention (\$1,164,446), (3) unpaid change orders (\$535,010), (4) field and home office overhead (\$447,129), (5) additional costs in the acceleration of construction (\$101,922). The total value of the claim is for \$2,117,762. At this time, the City Attorney's office is reviewing the claim. Since this is a legal matter, the City Council will receive an update in close session when more information becomes available.

This contract was maximized to use all funds available to benefit the project and community. Sufficient funds have been retained to provide for the legal challenge.

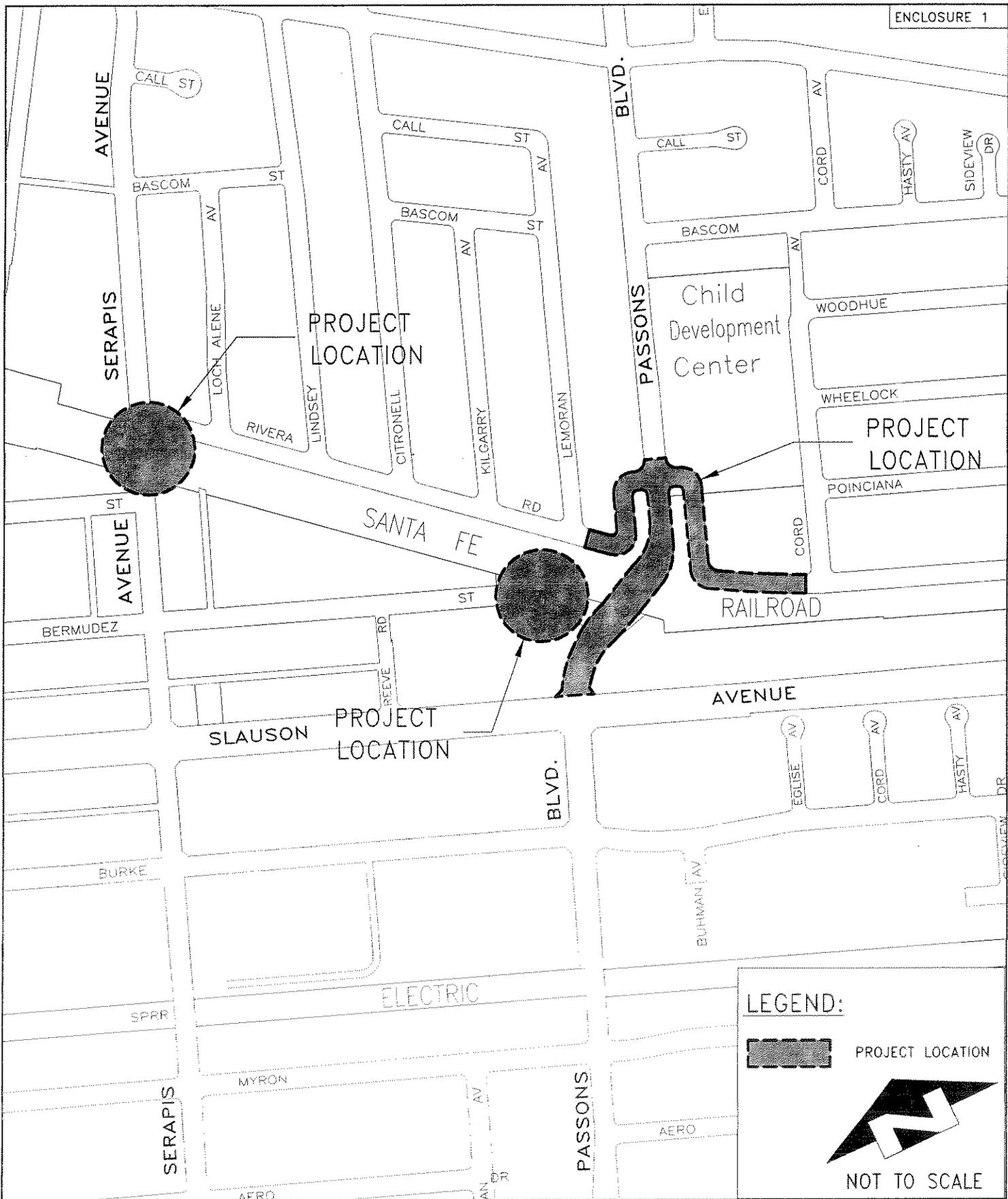


Ronald Bates

RRB:AC:JL:lg

Enc.

- 1) Location Map
- 2) Change Order- Summary Sheet
- 3) Change Order Nos. 16 through 33
- 4) Change Order No. 34 (overruns)
- 5) Before and After Picture



CITY OF PICO RIVERA

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION
 PASSONS BOULEVARD UNDERPASS PROJECT – CIP 20053

PREPARED BY: M. NGUYEN

SCALE: NOT TO SCALE

DATE: 4-15-13

PASSONS BOULEVARD UNDERPASS, CIP NO. 20053
CHANGE ORDER SUMMARY

Change Order No.	Description	Dollar Amount
16	Compensation for the labor, materials, equipment to store and move steel beams at the fabricators facility.	\$3,925
17	City requested to paint the bridge beams due to the artistic elements being incorporated and to address the issue of graffiti.	\$68,460
18	Remove and reset anchor bolts at the bent caps for the steel beams. Plans did not take into account the bridge skew and bolt pattern.	\$4,560
19	Installation of additional irrigation heads and gate valves along Rivera Road from Serapis Avenue to Lemoran Avenue. Installation of back flow preventer and solar irrigation system on the south side of Serapis Avenue.	\$18,385
20	Removal of existing structure at 7578 Lemoran Avenue and block wall complete with foundation.	\$14,599
21	Rerouting of existing 8 inch sewer line due to the new roadway elevations.	\$57,476
22	Construction of retaining walls around the perimeter of the catch basins constructed under the bridge to retain the slopes.	\$9,905
23	Installation of irrigation and landscaping on the northwest quadrant of Passons Boulevard and Rivera Road since this was omitted on the revised plans.	\$24,206
24	Furnishing traffic signal equipment for new traffic signal at Passons Boulevard and Rivera Road.	\$90,455
25	Furnishing and installing new traffic signal pole on the northwest corner at Passons Boulevard and Slauson Avenue, which was damaged prior to start of construction. Installation of 3 inch rigid conduit on the north approach of same intersection.	\$45,268
26	Construction of a 145-foot long slough wall with the same formliner material pattern as the retaining walls along the Passons Boulevard sidewalk.	\$77,156
27	Removal and hauling of unsuitable materials and unforeseen asphalt.	\$26,700
28	Improvements at Maizeland driveway, sidewalk, ADA access ramps and slope.	\$20,246 *
29	Material price increase due to delays.	\$18,510
30	Premium time for landscaping and irrigation to be completed before grand opening of Passons. Installation of additional master and irrigation valves.	\$10,014 *
31	Electrical changes to pump station.	\$4,905 *
32	Water line changes at Slauson Avenue.	\$7,500 *
33	Fencing changes at Bermudez Street.	\$9,200 *

* Change orders with contractor for signature or back-up information.

City of Pico Rivera, Public Works Department
Contract Change Order



Final Amount

Date August 30, 2012 Change Order No. 16 Account/Contract No., 20053

Contractor Brutoco Engineering and Construction Account Code _____

Contract Date December 6, 2010 Account Code _____

Plan Reference _____

Change Order Amount \$3,924.79 Extension of Contract, if warranted 0 working days

Reason for Change: The steel beams fabricated and planned for erection into the bridge construction were delayed from shipping due to the bridge construction not ready for the beams to be placed. The beams were fabricated per the contract schedule to avoid potential delays in fabrication and other fabrication at the facility. Project delays by both the City and Contractor have resulted in the overall project schedule being pushed back specifically the placement of the steel bridge beams. This resulted in the beams to be stored at the fabricators facility and ultimately moved around while stored to accommodate other steel beam fabrication being done and the limited amount of storage space.

Description of Change: The Contractor will be compensated for a portion of the storage time and moving of the beams at the fabricators facility due to project delays by both the City and Contractor. The Contractor will be compensated for a portion of the labor, materials, equipment to store and move the steel beams at the fabricators facility and no further compensation will be allowed for this work. The City and Contractor have agreed to the costs for this change in the amount of \$3,924.79, which includes all costs associated with this change. No further compensation will be allowed.

Total Cost for This Change \$3,924.79

No Contract time will be given for this change

The Changes described above are hereby authorized.

Approved: 10-30, 20 12

[Signature] 10/30/12
Project Engineer

[Signature]
City Project Engineer

[Signature]
Director of Public Works/City Engineer

[Signature]
Brutoco Engineering and Construction, Inc.
Contractor

[Signature]
By Authorized Agent **Miguel Fenley**
Senior Vice President

Original - Project File
CC: - Contractor
- Department

City of Pico Rivera, Public Works Department

Contract Change Order



Final Amount

Date September 19, 2012 Change Order No. 17 Account/Contract No. 20053

Contractor Brutoco Engineering and Construction Account Code _____

Contract Date December 6, 2010 Account Code _____

Plan Reference _____

Change Order Amount \$68,459.82 Extension of Contract, if warranted 0 working days

Reason for Change: The steel beams fabricated and designed for the bridge were to be weathering steel as per the contract specifications and plans. The City of Pico Rivera requested to paint the bridge beams due to the artistic elements being incorporated in the overall project design. The City will also be maintaining the bridge once the project is completed and the issue of graffiti will most likely be easier to maintain once the bridge is painted.

Description of Change: The Contractor is to paint the steel beams under the bridge at the request of the City of Pico Rivera. Per the requirements of the Designer and BNSF, the Contractor is to follow the approved procedure as outlined in the Request for Quote# 4, attached and made part of this change. The Contractor will be compensated for all labor, equipment and materials involved to clean, paint and protect the existing improvements around the bridge, at the agreed lump sum price of \$68,459.82, to complete this work per the approved BNSF process (RFQ#4). This amount includes all costs associated with this change. The Contractor will be compensated beyond this agreed amount only for traffic control if Passons Blvd. is open to traffic prior to the completion of the above work. This traffic control if required to complete the above work, will be paid on a Time and Material basis with a supplement to this change for costs.

Total Cost for This Change \$68,459.82

No Contract time will be given for this change

The Changes described above are hereby authorized.

Approved: 10-30, 2012

[Signature] 10/30/12
Project Engineer

[Signature]
City Project Engineer

[Signature]
Director of Public Works/City Engineer

[Signature]
Brutoco Engineering and Construction, Inc.
Contractor

[Signature]
By Authorized Agent
Miguel Fenley
Senior Vice President

Original - Project File

CC: - Contractor

- Department

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City of Pico Rivera, Public Works Department

Contract Change Order

Final Amount

Date October 25, 2012 Change Order No. 18 Account/Contract No., 20053

Contractor Brutoco Engineering and Construction Account Code _____

Contract Date December 6, 2010 Account Code _____

Plan Reference _____

Change Order Amount \$4,559.48 Extension of Contract, if warranted TBD working days

Reason for Change: Anchor bolts are required to be installed at the bent caps for the steel beams by either sleeves or coring of the concrete. Sleeves were to be used but due to the reinforcing steel interfering with the sleeves these cannot be set. Some reinforcing steel has been shifted to avoid the sleeves but in 6 locations for Bent Cap 3, this cannot be done. Per the contract plans the drawings did not take into account the bridge skew and bolt pattern in determining the location of the anchor bolts in conjunction with the longitudinal reinforcement.

Description of Change: The Contractor is to remove and reset the No. 11 longitudinal reinforcement steel to just outside the anchor bolt window. There are four No. 11 reinforcement steel bars (two pairs) that will need to be removed and reset in order to place the sleeves. The Contractor will be compensated for all labor, equipment and materials involved to complete the work to remove and reset the reinforcing steel. The City and Contractor have agreed to the costs for this change in the amount of \$4,559.48, for all labor, equipment and materials to complete the work for this change.

Total Cost for This Change \$4,559.48

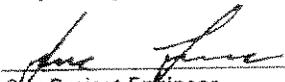
**Contract time will be deferred at this time.*

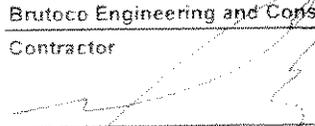
The Changes described above are hereby authorized.

Approved: 2-7, 2013


Project Engineer 2/4/13

Brutoco Engineering and Construction, Inc.
Contractor


City Project Engineer 2-7-13


By Authorized Agent Jan-30-2013

Miguel Fenley
Senior Vice President

Director of Public Works/City Engineer

Original - Project File

CC: - Contractor
- Department

City of Pico Rivera, Public Works Department

Contract Change Order

Final Amount



Date December 20, 2012 Change Order No. 19 Account/Contract No., 20053

Contractor Brutoco Engineering and Construction Account Code _____

Contract Date December 6, 2010 Account Code _____

Plan Reference _____

Change Order Amount \$18,384.90 Extension of Contract, if warranted TBD working days

Reason for Change: The Contract drawings show the planter along Rivera Road to be approximately 12' wide on average. The actual field dimension of this planter based on the placement of the fencing ranges from 7.5' to 8.5' wide. The irrigation plans were revised to change the number of sprinklers and spray area due to the actual width of the planter area. The irrigation plans on the south side of the tracks at Serapis cannot be installed per the plans. The irrigation drawings state that the new irrigation line is to be connected to an existing 4" main in this area, and the valves are to be operated off of the existing controller. There is no 4" main or irrigation controller in this area.

Description of Change: The Contractor is to provide and install additional irrigation heads and gate valves per the revised plan sheets I-06, I-07 and I-08 for the planter area along Rivera Road from approximately Lemoran to Serapis. On the south side of Serapis the Contractor is to provide and install a 1-1/2" backflow preventer with enclosure and 4-station Leit Solar controller with enclosure. The Contractor will be compensated for all labor, equipment and materials involved to complete the work to revise the irrigation heads and gate valves along Rivera and to provide and install the backflow and controller with enclosures. The City and Contractor have agreed to the costs for this change in the amount of \$18,384.90, which includes all costs associated with this change.

Total Cost for This Change \$18,384.90

*Contract time will be deferred at this time.

The Changes described above are hereby authorized.

Approved: 1-8 2013

[Signature]
Project Engineer

[Signature]
City Project Engineer

[Signature]
Director of Public Works/City Engineer

Brutoco Engineering and Construction, Inc. 33
Contractor

[Signature]
By Authorized Agent **Miguel Fenley**
Senior Vice President

Original - Project File
CC: - Contractor
- Department

City of Pico Rivera, Public Works Department

Contract Change Order

Final Amount



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PICO RIVERA
PUBLIC WORKS

Date January 20, 2013 Change Order No. 20 Account/Contract No. 20053

Contractor Brutoco Engineering and Construction Account Code _____

Contract Date December 6, 2010 Account Code _____

Plan Reference _____

Change Order Amount \$14,598.55 Extension of Contract, if warranted 0 working days

Reason for Change: The contract plans only accounted for a portion of the block wall behind the residential homes along Lemoran to be reconstructed. It was also determined that the private residence with the blue block wall to be removed had constructed an illegal building using the block wall as one of the side walls of the structure which required the entire structure to be removed. The plans also did not take into account any corrections to the private properties in order to construct the block walls. Any work on private property in order to return the areas to their original state or make them safe was not shown on the plans.

Description of Change: The Contractor is to demolish the existing structure at 7578 Lemoran and block wall and foundation. The contractor is to sawcut and remove the existing side yard fences in order to tie into the new block wall. Any work to repair the existing property areas, including backfill, repair concrete slabs up to the new block wall or construct gates or fences shall be repaired in kind. The Contractor will be compensated \$14,598.55 for all labor, equipment and materials involved to complete the work for this change. No additional compensation will be allowed.

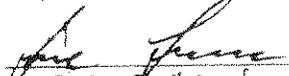
Total Cost for This Change \$14,598.55

**No contract time will be given for this change*

The Changes described above are hereby authorized.

Approved: 2-7, 20 13


Project Engineer 1/28/13


City Project Engineer 2-7-13


Director of Public Works/City Engineer

Brutoco Engineering and Construction, Inc.
Contractor


By Authorized Agent Jan 28, 2013

Miguel Fenley
Senior Vice President

- Original - Project File.
- CC: - Contractor
- Department

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City of Pico Rivera, Public Works Department
Contract Change Order

Final Amount

Date January 20, 2013 Change Order No. 21 Account/Contract No. 20053

Contractor Brutoco Engineering and Construction Account Code _____

Contract Date December 6, 2010 Account Code _____

Plan Reference _____

Change Order Amount \$57,476.20 Extension of Contract, if warranted TBD working days

Reason for Change: The contract plans showed the existing 8" VCP sewer line crossing Passons Blvd at an angle south of the bridge to be below the proposed new Passons street alignment. During the excavation of the new roadway to bottom of the subgrade it was determined that the sewer line would be within the proposed new structural section of the roadway. Due to the steep slope of the roadway in order to go under the bridge and the moderate slope of the sewer, the sewer had to be rerouted in order to avoid being in the structural section. A service line connecting into the line serving the businesses to the west needs to be modified due to the realignment of the sewer.

Description of Change: The Contractor is to relocate the existing 8" sewer line with 8" DIP (DIP approved by County) as shown on the attached plan sheet. The sewer lateral from the business on the west side (Donut shop) will also be reconnected once the 8" line is relocated. The contractor will be compensated for providing a temporary bypass during the relocation. The Contractor will be compensated \$57,476.20 for all labor, equipment and materials to complete the work for this change.

Total Cost for This Change \$57,476.20

**Contract time will be deferred at this time.*

The Changes described above are hereby authorized.

Approved: 3-11-2013
[Signature] 2/4/13
Project Engineer

Brutoco Engineering and Construction, Inc.
Contractor

[Signature]
City Project Engineer
[Signature]
Director of Public Works/City Engineer

[Signature] 2/20/13
By Authorized Agent
Miguel Fenley
Senior Vice President

Original - Project File
CC: - Contractor
- Department

City of Pico Rivera, Public Works Department

Contract Change Order

Final Amount



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CITY OF PICO RIVERA
PUBLIC WORKS

Date January 20, 2013 Change Order No. 22 Account/Contract No. 20053

Contractor Brutoco Engineering and Construction Account Code _____

Contract Date December 6, 2010 Account Code _____

Plan Reference _____

Change Order Amount \$9,904.58 Extension of Contract, if warranted TBD working days

Reason for Change: The contract plans called out for catch basins to be constructed under the bridge but did not take into account the slopes which basically start at a 2:1 just behind the newly constructed curb for the roadway. The slopes would then encroach upon the top of the catch basins which are approximately 4 feet wide. A small retaining wall around the perimeter of each catch basin is to be constructed in order to retain the slopes around the catch basins.

Description of Change: The Contractor is to construct a small slough wall around the outside of each catch basin (2) under the bridge in order to retain the slope from encroaching onto the top of the catch basins. The slough walls are to be constructed per the revised sheet D-04 dated 5/22/12, Revision no. 4. The Contractor will be compensated \$9,904.58 for all labor, equipment and materials to complete the work for this change. No additional compensation will be allowed.

Total Cost for This Change \$9,904.58

**No contract time will be given for this change*

The Changes described above are hereby authorized.

Approved: 2-7 2013
[Signature] 1/29/13
Project Engineer

Brutoco Engineering and Construction, Inc.
Contractor

[Signature] 2-7-13
City Project Engineer
[Signature]
Director of Public Works/City Engineer

By Authorized Agent
[Signature] Jan 28, 2013
Miguel Fenley
Senior Vice President

- Original - Project File
- CC - Contractor
- Department

City of Pico Rivera, Public Works Department

Contract Change Order



Final Amount

Date February 14, 2013 Change Order No. 23 Account/Contract No. 20053

Contractor Brufoco Engineering and Construction Account Code _____

Contract Date December 6, 2010 Account Code _____

Plan Reference _____

Change Order Amount \$24,205.80 Extension of Contract, if warranted 0 working days

Reason for Change: During the bid period the contract plans for the landscaping and irrigation were revised and the irrigation to be done in the northwest quadrant of Passons and Rivera Road was mistakenly omitted from the revised addendum. The irrigation had to be included as part of the project and is now an addition to the contract work. The City has provided a portion of the materials that are required and the Contractor is to install the irrigation as per the attached plan sheet.

Description of Change: The Contractor is to install the irrigation work as shown on the attached plan sheet and use the materials provided by the City. The Contractor is to procure the additional materials as listed by Marina Landscaping which were not provided by the City in order to complete the irrigation work. The Contractor will be compensated for all work to install the irrigation lines in the NW Quadrant. The City and Contractor have agreed to the costs for this change in the amount of \$24,205.80, which includes all labor, equipment and materials associated with this change. No additional compensation will be allowed.

Total Cost for This Change \$24,205.80

No contract time will be given for this change

The Changes described above are hereby authorized

Approved: 8-28 2013

[Signature]
Project Engineer

[Signature] 8.8.
Brufoco Engineering and Construction, Inc.
Contractor

[Signature]
City Project Engineer

[Signature]
By Authorized Agent
Miguel Fenley
Senior Vice President

[Signature]
Director of Public Works/City Engineer

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- Department

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City of Pico Rivera, Public Works Department
Contract Change Order



Final Amount

Date February 14, 2013 Change Order No. 24 Account/Contract No. 20053

Contractor Brutoco Engineering and Construction Account Code _____

Contract Date December 6, 2010 Account Code _____

Plan Reference _____

Change Order Amount \$90,454.76 Extension of Contract, if warranted 0 working days

Reason for Change: Due to the amount of vehicle traffic, vertical sight distance, and school crossing at the intersection of Passons and Rivera Roads the City determined that a signal was warranted to install in order to provide a safer intersection. The City installed some underground conduits for the signal due the late timing of the installation and directed Brutoco to have their subcontractor procure the signal poles, signal equipment and install the footings as shown on the attached plans.

Description of Change: The Contractor is to install the signal pole footings only and procure the signal poles and signal equipment and deliver the poles to the City of Santa Fe Springs maintenance yard. The Contractor will be compensated for additional regrading of the handicapped ramps and sidewalk and other minor work since this work had been previously completed. The Contractor will be compensated for all work to install the footings and necessary underground work and procure the signal poles and equipment and deliver them to the City of Santa Fe Springs maintenance yard. The Contractor will be compensated \$90,454.76 for all labor, equipment and materials to complete the work for this change. No additional compensation will be allowed.

Total Cost for This Change \$90,454.76

**No contract time will be given for this change*

The Changes described above are hereby authorized

Approved: 3-28, 2013


Project Engineer


Brutoco Engineering and Construction, Inc.
Contractor

B.B.


City Project Engineer

By Authorized Agent


Director of Public Works/City Engineer

Miguel Fenley
Senior Vice President

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City of Pico Rivera, Public Works Department
Contract Change Order



Final Amount

Date February 14, 2013 Change Order No. 25 Account/Contract No. 20053

Contractor Brutoco Engineering and Construction Account Code _____

Contract Date December 6, 2010 Account Code _____

Plan Reference _____

Change Order Amount \$45,267.88 Extension of Contract, if warranted 0 working days

Reason for Change: The City has future plans to upgrade the existing signalized intersection at Passons/Slauson and are preparing to do some work now in order to avoid removal of new work along the north side of the intersection. Conduit along the northside of the intersection is to be installed across Passons and at the handicapped ramps. The existing pole at the northeast corner is damaged and the City requested to replace the pole and relocate all signal equipment. The plans call out for adjustment of the existing pole at the NW corner but due to the new street alignment will have to be relocated with a new foundation

Description of Change: The Contractor is to replace and install a new signal pole and foundation for the 24-4-100 pole at the NE corner which is damaged. The Contractor is to place underground conduit along the north side of the intersection for future signal upgrades. Additional regrading of the handicapped ramps and sidewalk and providing temporary AC will be done in order to accommodate the upgrades. The Contractor will be compensated for all work to procure the 24-4-100 pole and install the footings, poles and necessary underground work. The Contractor will be compensated \$45,267.88 for all labor, equipment and materials to complete the work for this change. No additional compensation will be allowed

Total Cost for This Change \$45,267.88

**No contract time will be given for this change*

The Changes described above are hereby authorized

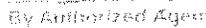
Approved: 3-28, 2013


Project Engineer


City Project Engineer


Director of Public Works/City Engineer


Brutoco Engineering and Construction, Inc.
Contractor


By Authorized Agent

Miguel Fenley
Senior Vice President

BB.

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City of Pico Rivera, Public Works Department
Contract Change Order



Final Amount

Date March 13, 2013 Change Order No. 26 Account/Contract No. 20053

Contractor Brutoco Engineering and Construction Account Code _____

Contract Date December 6, 2010 Account Code _____

Plan Reference _____

Change Order Amount \$77,155.73 Extension of Contract, if warranted 33 working days

Reason for Change: Due to the difference in elevations and proximity of the westerly edge of the Passons sidewalk and the Passons Blvd. roadway, the proposed slope between the two is steeper than a 2:1 which does not meet the planned design requirements. The area is approximately 145' in length and a small slough wall must be constructed in order to provide a slope equal to or less than a 2:1 slope in this area which meets a required design standard.

Description of Change: The Contractor is to construct a Slough Wall per the attached drawings (sheet 2 of this change) along the Passons sidewalk for approximately 145', with colored concrete to match the existing retaining walls constructed per this contract. The face of the Slough wall is to be finished with the same formliner material pattern as the retaining walls. The Contractor is to be compensated \$77,155.73 for all labor, materials and equipment to complete the work of this change. The Contractor will be compensated an additional 33 working days for this change which will be added to the contract time.

Total Cost for This Change \$77,155.73

The Changes described above are hereby authorized.

Approved: 3-28, 2013


Project Engineer


City Project Engineer


Director of Public Works/City Engineer

Brutoco Engineering and Construction, Inc.
Contractor


By Authorized Agent, March 25, 2013

Miguel Fenley
Senior Vice President

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- Department

City of Pico Rivera, Public Works Department

Contract Change Order



Final Amount

Date March 20, 2013 Change Order No. 27 Account/Contract No. 20053

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Contractor Brutoco Engineering and Construction Account Code _____

APR 1 2013

Contract Date December 6, 2010 Account Code _____

CITY OF PICO RIVERA
PUBLIC WORKS

Plan Reference _____

Change Order Amount \$26,700.21 Extension of Contract, if warranted 0 working days

Reason for Change: During excavation for the shoofly construction, Passons roadway and RCB box construction the Contractor encountered unsuitable material and unforeseen Asphalt or man-made buried objects/materials that had to be removed. These items were not identified or shown on the contract plans nor did the project specifications identify or allow for removal of these unforeseen items.

Description of Change: The Contractor is to remove and haul off any unforeseen man-made buried objects or unsuitable material which is encountered during the construction of the Passons roadway project which have not been identified on the contract plans or specifications to be removed. For this work the Contractor will be compensated for all work involved to remove and haul off the material. This includes all labor, materials and equipment to complete this work. The Contractor will be compensated \$26,700.21 for the work of this change. No additional compensation will be allowed.

Total Cost for This Change \$26,700.21

**No contract time will be given for this change*

The Changes described above are hereby authorized.

Approved: 4-10, 2013

[Signature]
Project Engineer

Brutoco Engineering and Construction, Inc.
Contractor

[Signature]
City Project Engineer

[Signature] March 26, 2013
By Authorized Agent **Miguel Fenley**
Senior Vice President

[Signature]
Director of Public Works/City Engineer

Original - Project File
CC: - Contractor
- Department

City of Pico Rivera, Public Works Department

Contract Change Order

Final Amount



Date March 20, 2013 Change Order No. 29 Account/Contract No. 20053

Contractor Brutoco Engineering and Construction Account Code _____

Contract Date December 6, 2010 Account Code _____

Plan Reference _____

Change Order Amount \$18,510.33 Extension of Contract, if warranted 0 working days

Reason for Change: Due to the additional time added to the Contract, the completion date of the project has extended beyond the Contractors material price agreements with subcontractors and is entitled to material escalation price increases. The Contractor has submitted all documentation pertaining to contract bid documents from subcontractors for additional costs beyond the original contract time. The City has extended the Contract time an additional amount of 81 working days per CCO No. 11 and CCO No. 26.

Description of Change: The Contractor will be compensated for material price increases as determined by the Engineer and submitted documentation. The Contractor will be compensated for additional cost increases for Concrete and Asphalt. Per the submitted documentation provided and current market costs the Contractor will be compensated an additional amount of \$11.52 per CY of Concrete PCC Pavement for 751 CY used for a total amount of \$8,651.52. The Contractor will be compensated an additional amount of \$4.04 per ton of Asphalt Concrete for 2440.3 tons used for a total amount of \$9,858.81. The Contractor will be compensated a total amount of \$18,510.33, for all material costs increases and no further compensation will be allowed.

Total Cost for This Change \$18,510.33

*No contract time will be given for this change

The Changes described above are hereby authorized.

Approved: 4/15, 2013.

[Signature] 4/15/13
Project Engineer

[Signature]
City Project Engineer

[Signature]
Director of Public Works/City Engineer

[Signature]
Brutoco Engineering and Construction, Inc.
Contractor

[Signature]
By Authorized Agent

Miguel Fenley
Senior Vice President

Original - Project File
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- Department

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CITY OF PICO RIVERA
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CITY OF PICO RIVERA

Over run/Under run Quantities

Description: PASSONS BLVD GRADE SEPARATION
Contractor: Brutoco Engineering & Construction, Inc.
Address: 14801 Sloyer Avenue, Fontana, CA 92331

Change Order No.: 34
Start Date: Dec. 06, 2010
Complete Date: April 1, 2013
Contract Price: \$ 10,862,826.80

ITEM NO.	DESCRIPTION of WORK BASE BID "A"	QTY	UNIT PRICE	UNIT	FINAL QTY	TOTAL CONTRACT PRICE	OVER RUNS	UNDER RUNS
1	Mobilization / Demobilization	1	\$ 1,000,000.00	LS	1.00	\$1,000,000.00		
2	Water Pollution Control	1	\$ 70,000.00	LS	1.00	\$70,000.00		
3	Demolition (Remove Concrete Box Culvert)	1061	\$ 110.00	LF	1061.00	\$116,710.00		
4	Storm Drain Pipe Removal (18" Diameter RCP)	60	\$ 50.00	LF	70.00	\$3,500.00	\$500.00	
5	Storm Drain Pipe Removal (36" Diameter RCP)	117	\$ 40.00	LF	120.00	\$4,800.00	\$120.00	
6	Storm Drain Structure Removal (Catch Basins)	2	\$ 2,300.00	EA	2.00	\$4,600.00		
7	Construction Staking	1	\$ 30,000.00	LS	1.00	\$30,000.00		
8	Fence Removal	3252	\$ 3.50	LF	3420.00	\$11,970.00	\$588.00	
9	Crushed Aggregate Base	1794	\$ 80.00	CY	2140.00	\$171,200.00	\$27,680.00	
10	Asphalt Concrete Pavement (non-rubberized)	2104	\$ 68.00	TN	2440.30	\$165,940.40	\$22,868.40	
11	Chain Link Fence (H=6)	4	\$ 130.00	LF	311.00	\$40,430.00	\$39,910.00	
12	Chain Link Fence (H=12)	287	\$ 70.00	LF	290.00	\$20,300.00	\$210.00	
13	Chain Link Drive Gate (2-8' Double Leaf)	1	\$ 4,100.00	EA	1.00	\$4,100.00		
14	Chain Link Drive Gate (2-16' Double Leaf)	2	\$ 4,400.00	EA	1.00	\$4,400.00		-\$4,400.00
15	30" Wide, 6' High Cantilever Sliding Gate by Hever Fence Co. or Approved Equal	1	\$ 6,300.00	EA	0.00	\$0.00		-\$6,300.00
16	Chain Link Walk Gate	1	\$ 660.00	EA	0.00	\$0.00		-\$660.00
17	Wrought Iron Decorative Fence	3455	\$ 127.00	LF	3761.00	\$477,647.00	\$38,862.00	
18	Specialty Fence Panels	25	\$ 1,800.00	EA	25.00	\$45,000.00		
19	Wrought Iron Decorative Gate	4	\$ 2,500.00	EA	5.00	\$12,500.00	\$2,500.00	
20	Landscaping	1	\$ 240,000.00	LS	1.00	\$240,000.00		
21	Irrigation	1	\$ 180,000.00	LS	1.00	\$180,000.00		
22	Cleaning and Grubbing	1	\$ 125,000.00	LS	1.00	\$125,000.00		
23	Unclassified Excavation (Roadway)	45710	NA	CY	0.00	\$0.00		
23A	Export / Stockpile to Bartola Drain	7500	\$ 3.75	CY	9159.00	\$34,346.25	\$6,221.25	
24	Remove Driveway	2744	\$ 1.00	SF	2370.00	\$2,370.00		-\$374.00
25	Remove Asphalt (Base and Surface)	89848	\$ 0.30	SF	105770.00	\$31,731.00	\$4,776.60	
26	Remove Curb and Gutter	3362	\$ 4.00	LF	4200.00	\$16,800.00	\$3,352.00	
27	Remove Sidewalk	16827	\$ 4.00	SF	19100.00	\$76,400.00	\$9,092.00	
28	Remove Local Depression	2	\$ 1,000.00	EA	2.00	\$2,000.00		
29	Remove Cross Gutter	1825	\$ 2.00	SF	2227.00	\$4,454.00	\$804.00	
30	Remove Timber Poles	11	\$ 500.00	EA	9.00	\$4,500.00		-\$1,000.00
31	Remove Newspaper Stand	4	\$ 250.00	EA	1.00	\$250.00		-\$750.00
32	Remove Block Wall	44	\$ 26.00	LF	43.00	\$1,118.00		-\$26.00
33	Remove Large Business Sign	1	\$ 3,300.00	EA	1.00	\$3,300.00		
34	Unclassified Excavation (Railroad)	2068	\$ 10.00	CY	2275.00	\$22,750.00	\$2,070.00	
35	Unclassified Fill (Roadway)	162	\$ 5.00	CY	69.00	\$345.00		-\$465.00
36	Embankment Fill (Railroad)	2462	\$ 3.00	CY	4300.00	\$12,900.00	\$5,514.00	
37	Temporary Shoring (Bridges)	1	\$ 250,000.00	LS	1.00	\$250,000.00		
38	Structure Excavation	18769	\$ 4.00	CY	15583.00	\$62,332.00		-\$12,744.00
39	Structure Backfill	5106	\$ 40.00	CY	6004.00	\$240,160.00	\$35,920.00	

40	Drilled Shafts (36" diameter)	1596	\$	220.00	LF	1596.00	\$351,120.00		
41	Drilled Shafts (42" diameter)	435	\$	370.00	LF	435.00	\$160,950.00		



CITY OF PICO RIVERA

Over run/Under run Quantities

Description: PASSONS BLVD GRADE SEPARATION
Contractor: Bruloco Engineering & Construction, Inc.
Address: 14801 Slover Avenue, Fontana, CA 92331

From: Change Order No. 34
To: Start Date: Dec. 06, 2010
Contract No. Complete Date: April 1, 2013
PO No. Contract Price: \$ 10,862,826.80

ITEM NO.	DESCRIPTION OF WORK BASE BID "A"	QTY	UNIT PRICE	UNIT	FINAL QTY	TOTAL CONTRACT PRICE	OVER RUNS	UNDER RUNS
42	Cast-in-Place Concrete - Class 35	232	\$ 540.00	CY	226.12	\$122,104.80		
43	Cast-in-Place Concrete - Class 40	3793	\$ 553.00	CY	3833.75	\$2,120,063.75	\$22,534.75	
44	Specialty Concrete Form Liners	1	\$ 80,000.00	LS	1.00	\$80,000.00		
45	Concrete Curb and Gutter, A2-8(200)	1478	\$ 16.00	LF	1389.00	\$22,224.00		
46	Concrete Curb and Gutter, A3-8(200)	490	\$ 28.00	LF	553.00	\$15,484.00	\$1,764.00	
47	Concrete Curb and Gutter, A2-8(200), W=18"	2377	\$ 20.00	LF	3043.00	\$60,860.00	\$13,320.00	
48	Concrete Cross Gutter	1606	\$ 7.50	SF	2344.00	\$17,580.00	\$5,535.00	
49	Concrete Sidewalk	8937	\$ 3.00	SF	8267.00	\$24,801.00		
50	Concrete Sidewalk (Colored)	7681	\$ 4.00	SF	6352.00	\$25,408.00		
51	Curb Ramps	8	\$ 1,900.00	EA	8.00	\$15,200.00		
52	Concrete Driveways, Type B	1258	\$ 6.50	SF	2063.00	\$13,409.50	\$5,232.50	
53	Concrete Driveways, Type A	102	\$ 8.50	SF	115.00	\$977.50	\$110.50	
54	Concrete Driveways, Type C	130	\$ 11.50	SF	158.00	\$1,817.00		
55	Concrete Slough Wall	21	\$ 24.00	LF	17.00	\$408.00		
56	Concrete Mow Strip	3023	\$ 12.00	LF	2887.00	\$34,644.00		
57	Reinforcing Steel	792751	\$ 0.90	LB	880795.00	\$792,715.50	\$79,239.60	
58	Structural Steel	452000	\$ 1.40	LB	452100.00	\$632,940.00	\$140.00	
59	Specialty Bridge Railing	282	\$ 270.00	LF	289.60	\$78,192.00	\$2,052.00	
60	Specialty Retaining Wall Railing	111	\$ 220.00	LF	111.00	\$24,420.00	\$0.00	
61	Metal Hand Rail (Std. 606.1 w/ Att Attached)	656	\$ 230.00	LF	650.00	\$149,500.00		
62	Metal Beam Guard Railing	188	\$ 45.00	LF	200.00	\$9,000.00	\$540.00	
63	Concrete Curb, A1-6(150)	723	\$ 13.00	LF	872.00	\$11,336.00	\$1,937.00	
64	Concrete Curb, C1-6(150)	195	\$ 29.00	LF	0.00	\$0.00		
65	Concrete Pavement	817	\$ 300.00	CY	751.00	\$225,300.00		
66	Terminal System (Type SRT)	2	\$ 2,400.00	EA	2.00	\$4,800.00		
67	Miscellaneous Steel	7420	\$ 1.50	LB	12445.00	\$18,667.50	\$7,537.50	
68	Bridge Deck Waterproofing	681	\$ 100.00	SY	730.00	\$73,000.00	\$4,900.00	
69	Elastomeric Bearing Pads	24	\$ 1,200.00	EA	24.00	\$28,800.00	\$0.00	
70	Structure Drain Pipe	183	\$ 50.00	LF	385.00	\$19,250.00	\$10,100.00	
71	Ductile Iron Pipe (16" Diameter)	72	\$ 140.00	LF	67.00	\$9,380.00		
72	Reinforced Concrete Pipe (18" diameter)	288	\$ 70.00	LF	317.00	\$22,190.00	\$2,030.00	
73	Reinforced Concrete Pipe (30" diameter)	40	\$ 95.00	LF	39.00	\$3,705.00		
74	Reinforced Concrete Pipe (36" diameter)	20	\$ 175.00	LF	20.00	\$3,500.00		
75	Storm Drain Manhole, SPPWC Std 323-2	4	\$ 350.00	EA	4.00	\$1,400.00		
76	Storm Drain Manhole, SPPWC Std 321-2	4	\$ 350.00	EA	4.00	\$1,400.00		
77	Drainage Junction Structure, SPPWC Std 333-3	1	\$ 1,900.00	EA	1.00	\$1,900.00		
78	Drainage Junction Structure, SPPWC Std 334-2	5	\$ 1,000.00	EA	4.00	\$4,000.00		
79	Curb Opening Catch Basin, SPPWC Std 300-3 (W=21)	3	\$ 8,000.00	EA	3.00	\$24,000.00		
80	Curb Opening Catch Basin, SPPWC Std 300-3 (W=28)	1	\$ 8,000.00	EA	1.00	\$8,000.00		

81	OL Inlet, Calltrans, Std D72	1	\$ 10,000.00	EA	1.00	\$10,000.00		
82	Grating Catch Basin - Alley, SPPWC Std 304-3	1	\$ 4,000.00	EA	1.00	\$4,000.00		
83	Curb Opening Catch Basin w/ Case 1 Entrance Projection (W=28")	1	\$ 5,500.00	EA	1.00	\$5,500.00		



CITY OF PICO RIVERA

Over run/Under run Quantities

Description: PASSONS BLVD GRADE SEPARATION

From: Change Order No. 34

Contractor: Buloco Engineering & Construction, Inc.

To: Start Date: Dec. 06, 2010

Address: 14801 Slover Avenue, Fontana, CA 92331

Contract No. Complete Date: April 1, 2013

PO No. Contract Price: \$ 10,862,826.80

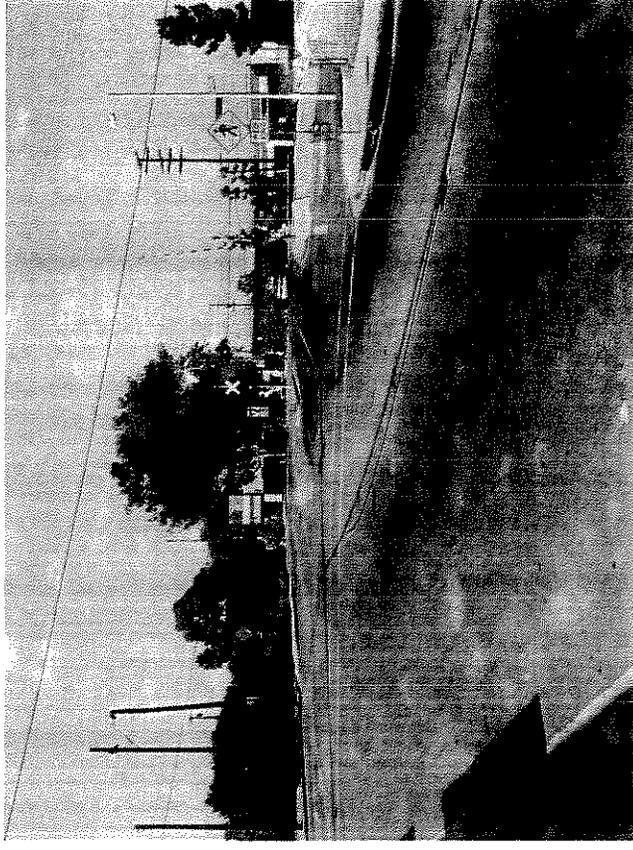
ITEM NO.	DESCRIPTION OF WORK BASE BID "A"	QTY	UNIT PRICE	UNIT	FINAL QTY	TOTAL CONTRACT PRICE	OVER RUNS	UNDER RUNS
84	Curbside Grating Catch Basin, SPPWC Std 309-3	1	\$ 3,200.00	EA	3.00	\$9,600.00	\$6,400.00	
85	Transitions Structure, SPPWC 341-2	2	\$ 26,000.00	EA	2.00	\$52,000.00		
86	Local Depression Case A, SPPWC 313-3 (W=2'1")	1	\$ 900.00	EA	3.00	\$2,700.00	\$1,800.00	
87	Local Depression Case B, SPPWC 313-3 (W=2'1")	2	\$ 900.00	EA	1.00	\$900.00		-\$900.00
88	Local Depression Case B, SPPWC 313-3 (W=3'5")	1	\$ 700.00	EA	1.00	\$700.00		
89	Local Depression Case C, SPPWC 313-3 (W=3'5")	1	\$ 700.00	EA	1.00	\$700.00		
90	Remove Storm Drain Manhole	2	\$ 700.00	EA	2.00	\$1,400.00		
91	Construct 16" Circular Flap Gate	1	\$ 7,000.00	EA	1.00	\$7,000.00		
92	Pump Station - Mechanical, Pumps and Motors	1	\$ 160,000.00	LS	1.00	\$160,000.00		
93	Pump Station - Mechanical - Other	1	\$ 200,000.00	LS	1.00	\$200,000.00		
94	Pump Station - Electrical	1	\$ 135,000.00	LS	1.00	\$135,000.00		
95	Temporary Traffic Control	1	\$ 225,000.00	LS	1.00	\$225,000.00		
96A	Traffic Signal Modification	1	\$ 15,000.00	LS	1.00	\$15,000.00		
96B	Street Lighting	1	\$ 110,000.00	LS	1.00	\$110,000.00		
97	Landscape Lighting	8	\$ 3,500.00	EA	8.00	\$28,000.00		
98	Permanent Traffic Signing and Striping	1	\$ 25,000.00	LS	1.00	\$25,000.00		
99	Vitrified Clay Pipe (18" diameter)	533	\$ 110.00	LF	522.00	\$57,420.00		-\$1,210.00
100	Vitrified Clay Pipe (15" diameter)	775	\$ 120.00	LF	779.00	\$93,480.00	\$480.00	
101	Vitrified Clay Pipe (6" diameter)	37	\$ 300.00	LF	62.00	\$18,600.00	\$7,500.00	
102	Sewer Concrete Encasement, LACDPW Std 203-1 (Case IV)	17	\$ 460.00	CY	18.27	\$8,404.20	\$584.20	
103	Terminal Cleanout Structure, SPPWC Std 204-2	1	\$ 3,600.00	EA	1.00	\$3,600.00		
104	Precast Concrete Sewer Manhole, SPPWC Std 200-3	4	\$ 6,000.00	EA	4.00	\$24,000.00		
105	Drop Sewer Manhole, SPPWC Std 202-2	1	\$ 7,700.00	EA	1.00	\$7,700.00		
106	Sewer Service Connection, SPPWC Std 222-3 (Type A)	4	\$ 750.00	LF	4.00	\$3,000.00		
107	Sewer Manhole "D"	5	\$ 14,000.00	EA	4.00	\$56,000.00		-\$14,000.00
108	Concrete Encasement Per Detail on DWG U-09	12	\$ 2,000.00	CY	27.35	\$54,700.00	\$30,700.00	
109	Remodel Sewer Manhole	2	\$ 1,900.00	EA	4.00	\$7,600.00	\$3,800.00	
110	Sewer Manhole "E"	1	\$ 16,000.00	EA	1.00	\$16,000.00		
111	Adjust Sewer Manhole to Grade	3	\$ 6,000.00	EA	9.00	\$54,000.00	\$36,000.00	
112	Remove Sewer Manhole	4	\$ 1,100.00	EA	6.00	\$6,600.00	\$2,200.00	
113	Abandon Sewer Manhole	2	\$ 900.00	EA	2.00	\$1,800.00		
114	Minor Concrete (Miscellaneous Construction)	10	\$ 320.00	CY	10.00	\$3,200.00		
115	Jack and Bore Steel Casing Pipe (42" diameter)	120	\$ 750.00	LF	130.00	\$97,500.00	\$7,500.00	
116	Concrete Block Wall	100	\$ 180.00	LF	161.00	\$28,980.00	\$10,980.00	
117	Dead End Signing	2	\$ 1,100.00	EA	2.00	\$2,200.00		
118	Pathway Drain	1	\$ 1,900.00	EA	1.00	\$1,900.00		
119	Terminal Anchor Assembly (Type SFT)	4	\$ 900.00	EA	4.00	\$3,600.00		

23B	Export / Stockpile to APN 6383-037-017	38210	\$	3.25	CY	12,794.8000	\$	41,583.10			
23C	Remove Remnant Surplus Material	11430	\$	6.00	CY	42,818.5000	\$	256,911.00	\$188,331.00		
	TOTAL						\$	298,494.10			
								TOTAL	\$716,038.30		
								Over runs Total			-\$82,599.40
											\$522,696.70

Note: Item #23C has not been finalized and may increase the over run total

Passons Boulevard Underpass

Before

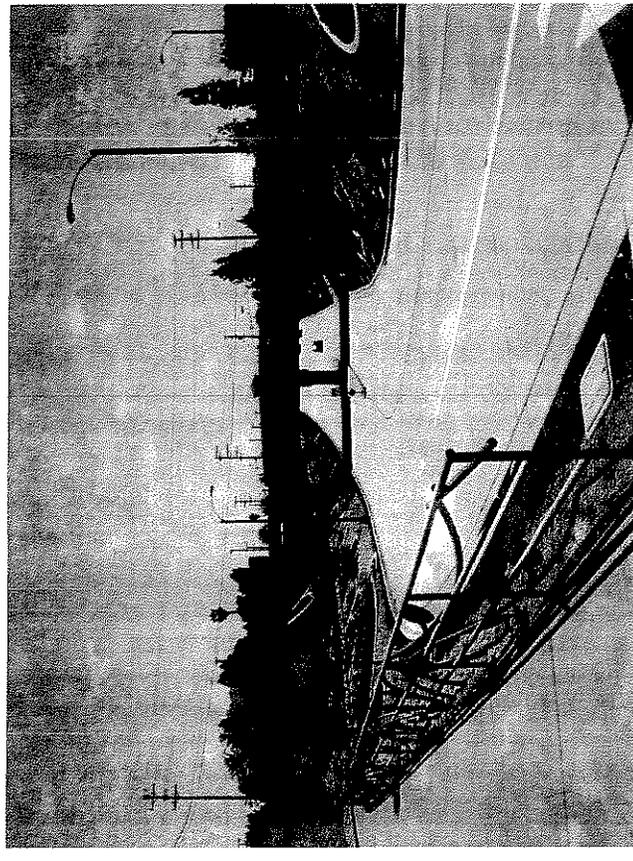


BNSF At-Grade Railroad Crossing

Passons Blvd, Looking

Southbound

After



BNSF Railroad Bridge

Passons Blvd, Looking

Southbound



To: Mayor and City Council
From: City Manager
Meeting Date: April 23, 2013
Subject: PASSONS BOULEVARD UNDERPASS, PHASE III, CIP NO. 20053
- NOTICE OF COMPLETION

Recommendation:

- 1) Accept as complete, effective April 8, 2013, work performed by Sequel Contractors, Inc. on the Passons Boulevard Underpass, Phase III, CIP No. 20053, and instruct the City Clerk to file the Notice of Completion with the Los Angeles County Recorder; and
- 2) Authorize the City Manager to approve four (4) Change Orders for additional work in the amount of \$71,857.

Fiscal Impact: \$604,266 (Traffic Congestion Relief Program, State Grant Funds)
CIP Account No. 210-7300-44500-00020053

Discussion:

The Passons Boulevard Underpass, Phase III, Project, (Passons Roadway) is the third phase of the Passons Boulevard Underpass Project (Passons Underpass).

Project improvements included a new traffic signal installation at the intersection of Passons Boulevard and Rivera Road, traffic signal upgrades at the intersection of Slauson Avenue and Passons Boulevard, roadway pavement overlays on Rivera Road between Passons Boulevard and Serapis Avenue, ADA upgrades, curb, gutter, and sidewalk repairs, driveway reconstruction, and construction of fire access lane on the Maizeland Child Development Center. These improvements were needed to mitigate the impacts of the Passons Underpass Project.

At its meeting of December 11, 2012, the City Council awarded a construction contract in the amount of \$540,409 to Sequel Contractors, Inc. for the construction of the Passons Roadway Project. Construction is complete effective April 8, 2013 and the Notice of Completion can now be filed with the Los Angeles County Recorder. Sequel Contractors, Inc. completed the work per the approved plans and specifications, with acceptable quality and workmanship.

Four (4) change orders for additional work were necessary to complete construction. Change order work was performed immediately to avoid delaying construction. The work performed is the following:

COUNCIL AGENDA REPORT – MTG. OF 4/23/13
PASSONS BOULEVARD UNDERPASS PROJECT, PHASE III, CIP NO. 20053
NOTICE OF COMPLETION

Page 2 of 2

- Change Order No. 1, in the amount of \$24,782, involved installing a 7-foot high wrought iron fence at the top of a steep slope. This safety measure was implemented to prevent vehicles and pedestrians from inadvertently falling onto the slope.
- Change Order No. 2, in the amount of \$12,774, entailed (1) installing additional street lights on Rivera Road, east of Cord Avenue and (2) modifying the traffic signal at the intersection of Passons Boulevard and Slauson Avenue. The additional street lights will improve visibility and safety at night; the traffic signal modification will improve traffic circulation and safety because left-turn phasing was added.
- Change Order No. 3, in the amount of \$5,662, was for the installation of additional landscaping behind the pump station.
- Change Order No. 4, in the amount of \$28,639, was necessary to adjust the estimated bid quantities to actual construction quantities. Quantity adjustments were made to excavation, cold mill of existing asphalt and crush aggregate base.

According to the contract documents, the City may assess liquidated damages (LDs) in the amount of \$1,000 per calendar day of delay. Staff is assessing the contractor 8 days of LDs for a total of \$8,000. If the contractor challenges the LDs, the matter will be resolved according to the City's standard practice and policies.

As a note, the work identified in Change Order Nos. 1, 2 and 3 were not performed with the Passons Underpass because a reasonable cost could not be negotiated with the contractor.

The final construction contract cost was \$604,266 which accounts for the contract amount (\$540,409), change orders (\$71,857) and LDs (-\$8,000). Construction is fully funded with State funds. Construction Management and Inspection services were performed by Harris & Associates under their current Passons Underpass contract.

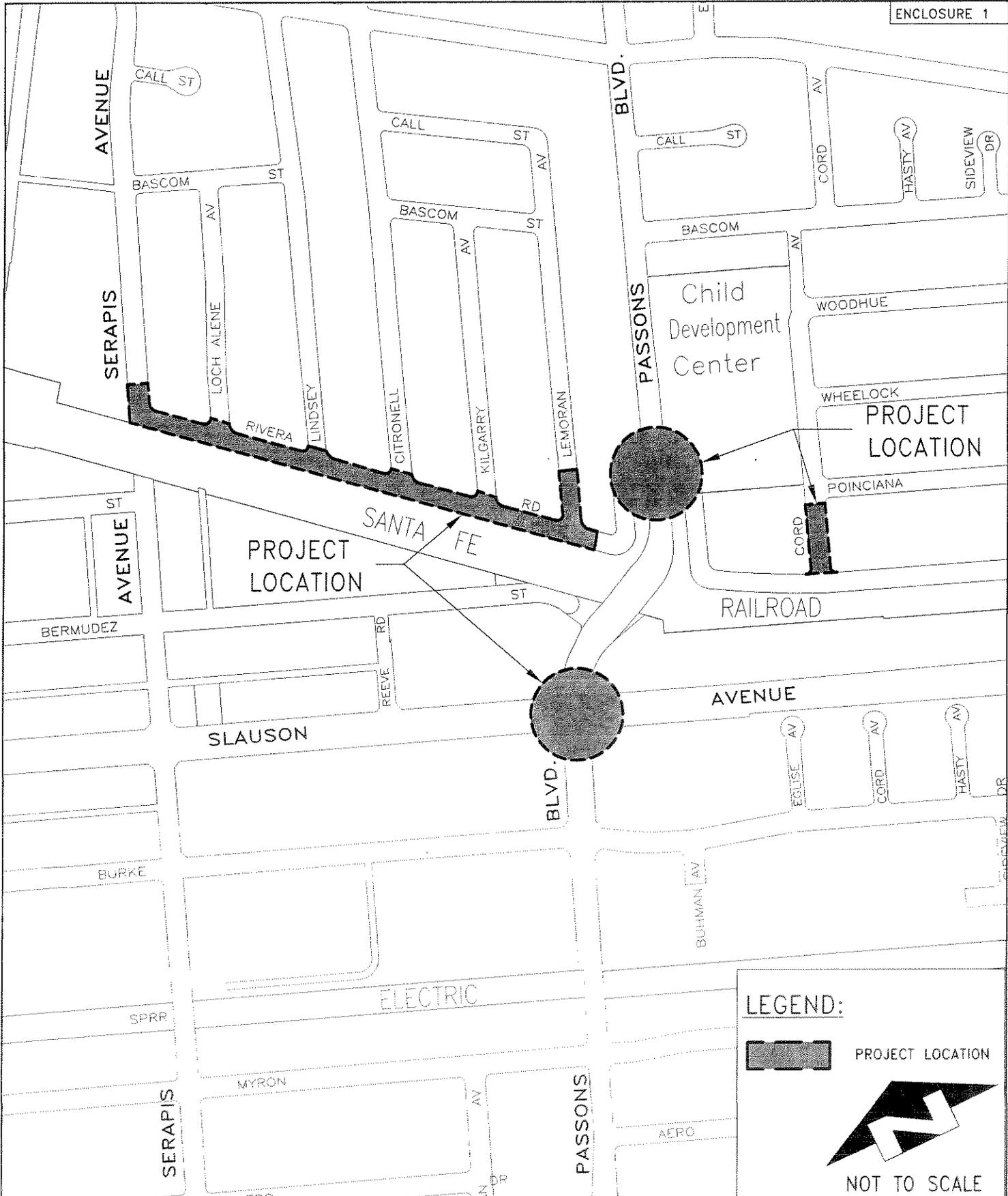


Ronald Bates

RRB:AC:JL:lg

Enc.

- 1) Location Map
- 2) Change Order No. 1
- 3) Change Order No. 2
- 4) Change Order No. 3
- 5) Change Order No. 4
- 6) Exhibit – Improvements



CITY OF PICO RIVERA

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION
PASSONS BOULEVARD PHASE 3 IMPROVEMENTS PROJECT



PREPARED BY: M. NGUYEN

SCALE: NOT TO SCALE

DATE: 4-17-13

City of Pico Rivera, Public Works Department

Contract Change Order

Final Amount



Date February 20, 2013 Change Order No. 1 Account/Contract No. 20053

Contractor Sequel Contractors, Inc. Account Code _____

Contract Date January 14, 2013 Account Code _____

Plan Reference _____

Change Order Amount \$ 24,781.97 Extension of Contract, if warranted 0 working days

Reason for Change: The City requested placement of 100' of 7' high galvanized wrought iron fence along the westside of the Tattoo Shop from where it currently end to where the 4' picket fence starts at retaining wall "C". The City also requested the installation of a 30' guard rail at the Tattoo Shop. The City requested the placement of 8' of 42" high galvanized wrought iron fence at each bridge abutments totaling 32' of fence. The Contractor is to be compensated for the additional work as described above requested by the City.

Description of Change: The Contractor is to furnish and install 100' of 7' high galvanized wrought iron fence and 32' of 42" high galvanized wrought iron fence. The Contractor is to also install a City furnished 30' guard rail at the Tattoo Shop. Due to the alignment of the 7' high galvanized wrought iron fence the Contractor will need to relocate about 40' of an existing irrigation line and sprinkler heads. The cost for this additional work is \$24,781.97 which includes any labor, materials and equipment associated with this change. No additional compensation will be allowed.

Total Cost for This Change \$24,781.97

The Changes described above are hereby authorized.

Approved: 3-11, 20 13

Albert Aguilar
Project Engineer

[Signature]
City Project Engineer

[Signature]
Director of Public Works/City Engineer

Sequel Contractors, Inc.
Contractor

Daniel Bustamante
By Authorized Agent

Daniel Bustamante, Project Manager

Original - Project File
CC: - Contractor
- Department

City of Pico Rivera, Public Works Department
Contract Change Order
Final Amount



Date February 25, 2013 Change Order No. 2 Account/Contract No. 20053

Contractor Sequel Contractors, Inc. Account Code _____

Contract Date _____ Account Code _____

Plan Reference _____

Change Order Amount \$ 12,774.34 Extension of Contract, if warranted 3 working days

Reason for Change: The plans did not call out for the installation of two street lights with arm and luminaire at the eastside of Rivera Road. The City requested that two street lights be installed approximately 120' apart from existing the light and from each other. The plans called out for a 3 section Traffic Signal Heads, the City requested a 5 section Traffic Signal Head at the intersection of Slauson/Passons. The City requested replacement of an existing luminaire mast arm to a 90 degree mast arm and replacement of 6ea. angle traffic signal visors at the Passons/ Rivera Road Intersection. The Contractor is to be compensated for this additional work requested by the City.

Description of Change: The Contractor is to install two street lights with arm and luminaire provided by the City along the eastside of Rivera Road. The Contractor is to furnish and install the 5 section traffic signal heads along with proper signage. The Contractor is to furnish and install a 90 degree mast arm and 6ea. angle traffic signal visors. The cost for installation is \$12,774.34 which includes any labor, materials and equipment associated with this change. No additional compensation will be allowed.

Total Cost for This Change \$12,774.34

The Changes described above are hereby authorized.

Approved: 3-18, 2013.

Albert Aguilar
Project Engineer

[Signature]
City Project Engineer

[Signature]
Director of Public Works/City Engineer

Sequel Contractors, Inc.

Contractor

[Signature]
By Authorized Agent

Daniel Bustamante, Project Manager

Original - Project File
CC: - Contractor
- Department

City of Pico Rivera, Public Works Department
Contract Change Order
Final Amount



Date March 26, 2013 Change Order No. 3 Account/Contract No. 20053 RECEIVED
Contractor Sequel Contractors, Inc. Account Code APR 02 2013
Contract Date January 14, 2013 Account Code CITY OF PICO RIVERA
Plan Reference _____ PUBLIC WORKS
Change Order Amount \$ 5,661.79 Extension of Contract, if warranted 2 working days

Reason for Change: The City requested that Jute Netting and approximately 2,527ea 2" Myoporum Plants be installed at the pump station on areas that were not called out in the previous project phase. The City did not provide this scope of work prior to Bid time and Contractor bid. The Contractor is to be compensated for the additional work to furnish and install Jute Netting and approximately 2,527ea 2" Myoporum plants requested by the City.

Description of Change: The Contractor is to furnish and install Jute Netting and approximately 2,527ea 2" Myoporum plants as show on the attached plan. The cost for this landscaping work is \$5,661.79 which includes any labor, materials and equipment associated with this change. No additional compensation will be allowed.

Total Cost for This Change \$5,661.79

The Changes described above are hereby authorized.

Approved: 4-10, 2013.

[Signature]
Project Engineer

[Signature]
City Project Engineer

[Signature]
Director of Public Works/City Engineer

Sequel Contractors, Inc.

Contractor

[Signature]

By Authorized Agent

Original - Project File

CC: - Contractor
- Department

Daily Extra Work Report

Sequel Contractors, Inc. 444
 13546 Imperial Hwy Contract C.O. No. 6
 Santa Fe Springs, CA 90670 Date Performed TBD
 State License #610600 A Date of Report 2/22/2013
 (562) 802-7227 (562) 802-7499 Fax
 Work Performed by Sequel Contractors, Inc. Time Extension 2 Days

Work Performed by Sequel Contractors, Inc.
 Description of Work Installation of 3 rolls of green jutt netting and approx 2,527 ea 2" Myoporum plants (Flats)

EQUIPMENT		Hours	Rate	Extended Amounts	LABOR		Hours	Rate	Extended Amounts
			\$ -	\$ -	Foreman			\$ 74.46	\$ -
					Operators			\$ 72.01	\$ -
					Labors			\$ 55.41	\$ -
					Teamster			\$ 57.95	\$ -
					Foreman OT			\$ 100.78	
					Operators OT			\$ 97.09	
					Labors OT			\$ 74.20	
					Teamster OT			\$ 75.41	
MATERIAL and/or WORK DONE BY SPECIALISTS									
Description	No. Unit	Unit Cost	Extended Amounts						
Sierra Landscape	1	\$ 5,243.56	\$	5,243.56					
Total Cost of Equipment, Materials and Work			\$	5,243.56					
					Sub Total \$ -				
					Total Cost of Labor \$ 5,243.56				

Contractor
 Authorized Representative
 20% Markup on Labor \$ -
 15% Markup on Equipment/Specialists \$ -
 10% Markup on Subcontractor First \$2,000 \$ 200.00
 5% Markup on Subcontractor Balance \$ 162.17
 Sub Total \$ 5,605.73
 1% Bond \$ 56.06
 Total \$ 5,661.79



SIERRA LANDSCAPE DEVELOPMENT, INC.

P.O. BOX 661265 ARCADIA, CA 91066
 Phone (626) 447-5260
 Fax (626) 447-7260
 www.sierralandscapedev.com



CHANGE ORDER REQUEST - Cost Breakdown

TO: SEQUEL CONTRACTORS, INC.	CONTRACT# PICO RIVERA	INVOICE DATE:
	SLD JOB # TBD	2/13/2013
PROJECT: LANDSCAPE AT PUMP STATION	CCO# 04	
WORK DESCRIPTION: FURNISH AND INSTALL GREEN - SMOLDER RESISTANT JUTE NETTING. INSTALL MYOPORUM PARVIFOLIUM	WORK DATE: TBD	

LABOR					
ITEM #	TYPE OF LABOR	WORK DESCRIPTION	HOURS	RATE	Total
1	FOREMAN	JUTE AND PLANTING	14	62.24	\$ 871.36
2	LABORER	JUTE AND PLANTING	14	58.95	\$ 825.30
3	LABORER	JUTE AND PLANTING	14	58.95	\$ 825.30
4	LANDSCAPE TENDER	JUTE AND PLANTING	14	33.798	\$ 473.17
5					\$ -
6					\$ -
7					\$ -
				Subtotal Labor	\$ 2,995.13

EQUIPMENT					
ITEM #	TYPE	Description / Equipment #	Hours	Rate	Total
1	*TRUCK**T&TT**06-12	CREW TRUCK	16	30.34	\$ 485.44
2					\$ -
3					\$ -
4					\$ -
5					\$ -
				Subtotal Equipment	\$ 485.44

MATERIALS					
DESCRIPTION	Qty	Unit	Total		
MYOPORUM (2,527 EACH)	1	\$ 380.00	\$ 380.00		
SALES TAX	1	\$ 34.20	\$ 34.20		
DELIVERY	1	\$ 150.00	\$ 150.00		
JUTE NETTING / STAPLES (PER QUOTE)	1	\$ 363.52	\$ 363.52		
			\$ -		
			\$ -		
			\$ -		
				Subtotal Materials	\$ 927.72

	Rate	Amount	Total
Markup Labor	20%	\$ 599.03	\$ 3,594.16
Markup Equipment	20%	\$ 97.09	\$ 582.53
Markup Materials	15%	\$ 139.16	\$ 1,066.87
		Subtotal Mark-Up	\$ 835.27
		TOTAL COST	\$ 5,243.56



CITY OF PICO RIVERA

OVER RUN QUANTITIES

Description: Passons Boulevard Phase III Supplemental Improvements Project
 Capital Improvement Project No. 20053
Contractor: Sequel Contractors, Inc.
Address: 13546 Imperial Hwy, Santa Fe Springs, CA 90670

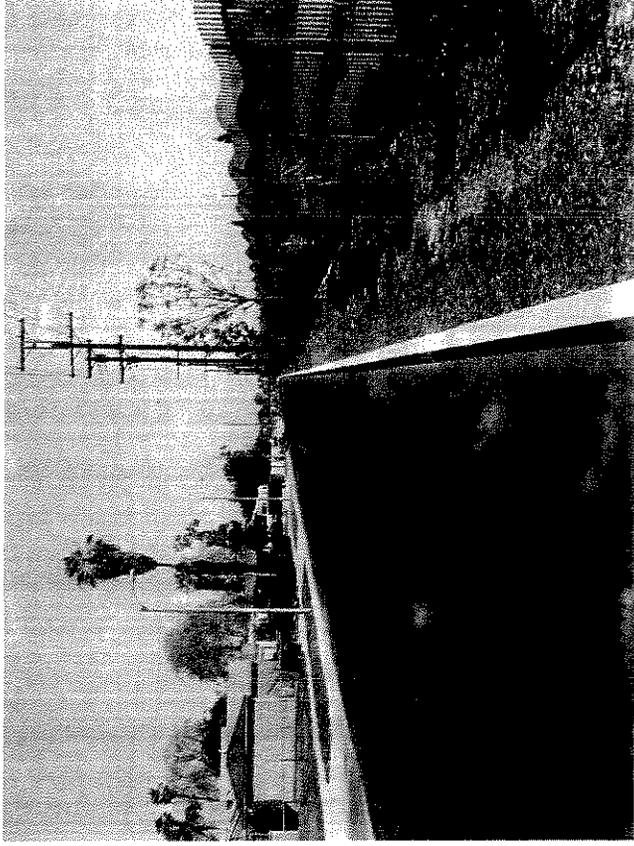
From: Report Number: Overruns
To: Start Date: 01/14/13
Contract No.: Complete Date: 04/08/13
PO No.: Contract Price: \$ 540,408.75

ITEM NO.	DESCRIPTION of WORK	QTY	UNIT PRICE	UNIT	FINAL QTY	CONTRACT PRICE	FINAL CONTRACT PRICE	Over runs	Under runs
1	Cleaning and Grubbing	1	\$ 15,000.00	LS	1	\$ 15,000.00	\$ 15,000.00	\$ -	
2	Unclassified Excavation	1,170	\$ 15.00	CY	1,930.90	\$ 17,550.00	\$ 28,963.50	\$ 11,413.50	
3	Cold Mill 2" of Existing Asphalt Concrete Pavement	15,100	\$ 0.50	SF	47,088.14	\$ 7,550.00	\$ 23,544.07	\$ 15,994.07	
4	Construct 2" Uniform Thickness Asphalt Concrete Pavement Overlay	900	\$ 70.00	TON	907	\$ 63,000.00	\$ 63,490.00	\$ 490.00	
5	Remove and Construct 6" Residential Driveway	735	\$ 10.00	SF	768	\$ 7,350.00	\$ 7,680.00	\$ 330.00	
6	Remove and Construct Curb Ramp per SPPWC Std. Plan 111-4 w/ Dome	12	\$ 1,800.00	EA	12	\$ 21,600.00	\$ 21,600.00	\$ -	
7	Remove and Construct Curb per SPPWC Std. Plan 120-2, Type A1-6	1,230	\$ 20.00	LF	1,251	\$ 24,600.00	\$ 25,020.00	\$ 420.00	
8	Adjust Manhole Frame and Cover to Grade	7	\$ 500.00	EA	7	\$ 3,500.00	\$ 3,500.00	\$ -	
9	Adjust to Grade Gas Valve or Water Valve Box Frame and Cover	20	\$ 200.00	EA	20	\$ 4,000.00	\$ 4,000.00	\$ -	
10	Implementation of BMP's	1	\$ 3,000.00	LS	1	\$ 3,000.00	\$ 3,000.00	\$ -	
11	Signing and Striping, Complete per Plan	1	\$ 25,000.00	LS	1	\$ 25,000.00	\$ 25,000.00	\$ -	
12	Traffic Signal Installation at Passons Blvd and Rivera Rd.	1	\$ 98,000.00	LS	1	\$ 98,000.00	\$ 98,000.00	\$ -	
13	Traffic Signal Installation at Passons Blvd and Slauson Ave	1	\$ 150,000.00	LS	1	\$ 150,000.00	\$ 150,000.00	\$ -	
14	Re-establishment of Centerline Ties and Centerline Monuments	1	\$ 1,000.00	EA	1	\$ 1,000.00	\$ 1,000.00	\$ -	
15	Crush Aggregate Base	185	\$ 70.00	CY	295	\$ 12,950.00	\$ 20,650.00	\$ 7,700.00	
16	Landscaping	1	\$ 20,000.00	LS	1	\$ 20,000.00	\$ 20,000.00	\$ -	
17	Irrigation	1	\$ 20,000.00	LS	1	\$ 20,000.00	\$ 20,000.00	\$ -	
18	Seal Coat	9,535	\$ 0.25	SF	0	\$ 2,383.75	\$ -	\$ -2,383.75	
19	Install and Remove Temporary Fence	355	\$ 15.00	LF	0	\$ 5,325.00	\$ -	\$ -5,325.00	
20	Relocate Storage Bins	2	\$ 1,000.00	EA	2	\$ 2,000.00	\$ 2,000.00	\$ -	
21	Traffic Control	1	\$ 36,600.00	LS	1	\$ 36,600.00	\$ 36,600.00	\$ -	
	TOTAL						\$569,047.57	\$36,347.57	-\$7,708.75
								\$28,638.82	

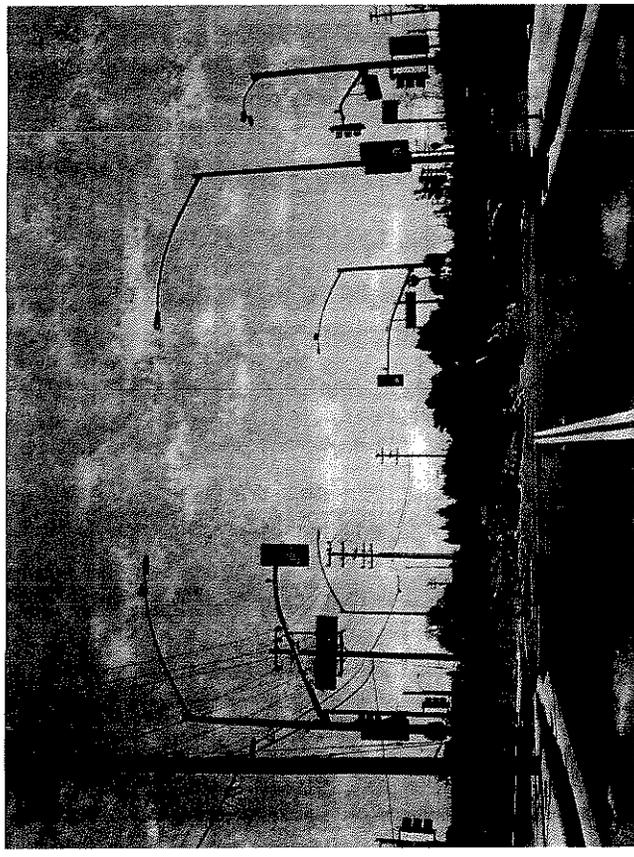
Over runs Total

Passons Boulevard Underpass Project, Phase III

Project Highlights



**Resurfacing of Rivera Road
(Passons Blvd to Serapis Ave)**



**New Traffic Signal at Passons
Boulevard and Rivera Road**



To: Mayor and City Council

From: City Manager

Meeting Date: April 23, 2013

Subject: CONCRETE IMPROVEMENTS IN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AREAS, CIP NO. 21244 – NOTICE OF COMPLETION

Recommendation:

- 1) Accept as complete, effective April 10, 2013, work performed by Martinez Concrete, Inc. on the Concrete Improvements in the CDBG Areas Project and instruct the City Clerk to file the Notice of Completion with the Los Angeles County Recorder; and
- 2) Authorize the City Manager to approve two (2) Change Orders for additional work in the amount of \$32,559.

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

Discussion:

On July 10, 2012, the 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).

On February 12, 2013, the City Council awarded a contract in the amount of \$151,280 to Martinez Concrete, Inc. for the construction of the project. Construction was complete effective April 10, 2013 and the Notice of Completion can now be filed with the Los Angeles County Recorder.

Construction primarily entailed reconstructing ADA curb ramps that did not meet current American with Disabilities Act (ADA) standards, and reconstructing adjoining curb, gutter and sidewalk. In total, 66 curb ramps were reconstructed and two (2) new curb ramps were installed (see Exhibit "A" for locations). As a note, it was determined through a field review that CDBG area parkways are outfitted with curb ramps where sidewalks exist; however, there were two new ADA curb ramps that were added to the project after staff discovered there was a street corner and a school crosswalk without

COUNCIL AGENDA REPORT – MTG. OF 4/23/13
CONCRETE IMPROVEMENTS IN COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) AREAS, CIP NO. 21244 – NOTICE OF COMPLETION
Page 2 of 2

curb ramps. Work was performed per the approved plans and specifications with two (2) change orders totaling \$32,559.

Two (2) change orders for additional work were necessary to complete construction. Change order work was performed immediately to avoid delaying construction. The work performed is the following:

- Change Order No. 1, in the amount of \$12,159, was necessary to address field conditions where common size curb ramps could not fit. In such cases, additional area of the existing sidewalk, as well as curb and gutter, were removed and reconstructed to provide a smooth transition from the existing sidewalk to the new curb ramps.
- Change Order No. 2, in the amount of \$20,400, added the reconstruction of seven (7) additional curb ramps as well as the installation of one (1) new curb ramp to ensure the CDBG grant funds were fully expended.

Construction began on March 14, 2013. Even with the additional work, the project was completed within the original 20 working-day schedule. Construction was delivered under budget, with acceptable quality and workmanship.

The \$200,000 CDBG grant has been fully expended as follows:

- \$183,839 - Construction
- \$16,161 - Job costing of staff time for Project and Construction Management, Construction Inspection, Labor Compliance and Administration.



Ronald Bates

RRB:AC:RG:MN:lg

Enc.

- 1) Exhibit "A" - Location Map
- 2) Change Order No. 1
- 3) Change Order No. 2
- 4) Curb Ramp Construction - Before and After Picture

COMMUNITY DEVELOPMENT BLOCK GRANT AREAS
(CDBG)

ENCLOSURE 1
EXHIBIT "A"

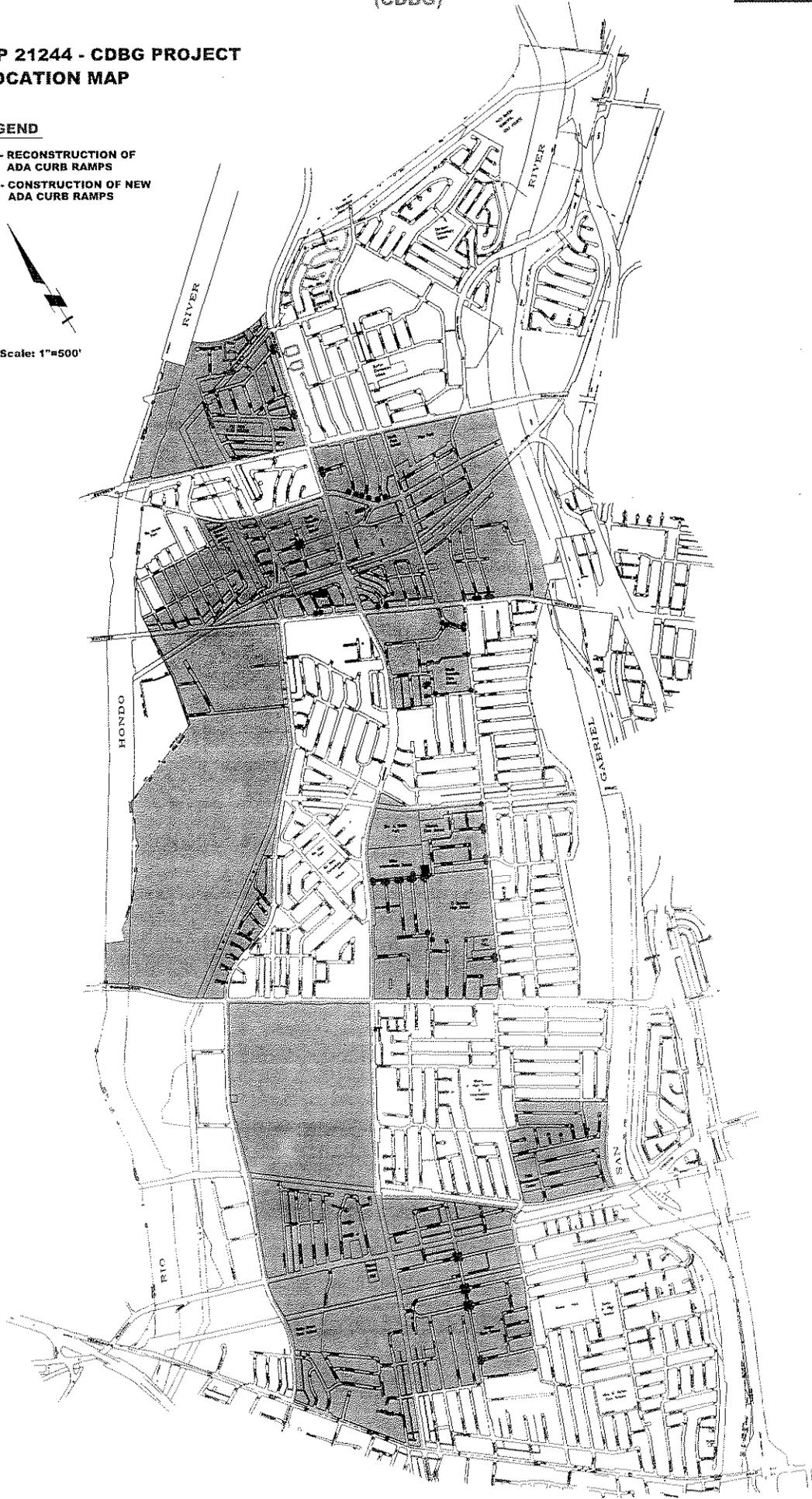
CIP 21244 - CDBG PROJECT
LOCATION MAP

LEGEND

- ⊙ - RECONSTRUCTION OF ADA CURB RAMPS
- - CONSTRUCTION OF NEW ADA CURB RAMPS



Scale: 1"=500'



City of Pico Rivera, Public Works Department
Contract Change Order



Date: April 2, 2013 Change Order No. 1 Account/Contract No. 13-1374

Contractor MARTINEZ CONCRETE, INC. Account Code _____

Contract Date February 12, 2013 Account Code _____

Plan Reference _____

Change Order Amount \$12,158.95 Extension of Contract, if warranted 0 working days

Reason for Change: Due to the discrepancy in the change of elevation from the new handicap access ramps to the existing sidewalk pavement.

Description of Change: A portion of the existing sidewalk, curb and gutter had to be removed and reconstructed to provide a smooth transition from the existing sidewalk to new handicap access ramps.

Original Contract Amount	<u>\$151,280.00</u>
Total amount of previous authorized Change Orders	<u>\$0.00</u>
New Change Order Amount	<u>\$12,158.95</u>
New Contract Amount	<u>\$163,438.95</u>

The Changes described above are hereby authorized.

Accepted by: [Signature]
 Robert Martinez, Martinez Concrete, Inc.
 Contractor

Date: 4-3-13

Approval Recommended by: [Signature]
 Mike Nguyen, Project Engineer

Date: 4-4-13

Approval Recommended by: [Signature]
 Rene Guerrero, P.E., Assistant City Engineer

Date: 4/8/13

Approved by: [Signature]
 Arturo Cervantes, P.E.
 Director of Public Works/City Engineer

Date: 4/9/13

Original - Project File
 CC: - Contractor
 - Department



CITY OF PICO RIVERA

CHANGE ORDER

Description: CONC. IMPRVT. IN COMM. DEVELOPMENT
BLOCK GRANT (CDBG) AREAS - CIP 21244
 Contractor: MARTINEZ CONCRETE, INC.
 Address: 920 W. FOOTHILL BLVD. AZUSA, CA 91702

Change Order No. 1
 Start Date: 03/14/13
 Contract No. 13-1374
 PO No. 31271

You are hereby directed to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

	Cost	(Calendar days)
Original contract amount:	\$ 151,280.00	0
Previous Change Order amount:	0.00	0
This Change Order (No.1) amount: ACTUAL COST	\$ 12,158.95	0
Total increase to contract (all change orders) to date:	\$ 12,158.95	0
Revised total contract amount:	\$ 163,438.95	0
Percentage of total increase (or decrease) to contract amount to date:	8.04%	0

DESCRIPTION OF CHANGE ORDER WORK TO BE DONE, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Change in Bid item Quantities - Over Estimated Quantities - COST

Item	Description	Contract Quantity	Previous Change Orders Quantity	THIS Change Order Quantity	Total Adjusted Contract Quantity	Unit	Unit Cost	Change Order Cost	Time Ext. calendar Days
1	Remove and construct curb and gutter to match existing	1,000.00	0	400.00	1,400.00	L.F.	\$ 12.40	\$ 4,960.00	0
2	Remove and construct 4-inch thick PCC sidewalk over compacted native	1,000.00	0	525.25	1,525.25	S.F.	\$ 5.80	\$ 3,046.45	0
3	Remove and construct 6-inch thick AC over compacted native	1,000.00	0	377.50	1,377.50	L.F.	\$ 11.00	\$ 4,152.50	0

TOTAL COST \$ 12,158.95

TOTAL AMOUNT OF THIS CHANGE ORDER IS \$12,158.95

City of Pico Rivera, Public Works Department
Contract Change Order



Date: April 2, 2013 Change Order No. 2 Account/Contract No. 13-1374

Contractor MARTINEZ CONCRETE, INC. Account Code _____

Contract Date February 12, 2013 Account Code _____

Plan Reference _____

Change Order Amount \$20,400.00 Extension of Contract, if warranted 0 working days

Reason for Change: To expend the entire CDBG Grant. The low bid amount allowed for more curb ramps to be added beyond the original scope.

Description of Change A total of eight (8) handicap access ramps were added to the project.

Original Contract Amount	<u>\$151,280.00</u>
Total amount of previous authorized Change Orders	<u>\$163,438.95</u>
New Change Order Amount	<u>\$20,400.00</u>
New Contract Amount	<u>\$183,838.95</u>

The Changes described above are hereby authorized.

Accepted by: [Signature]
 Robert Martinez, Martinez Concrete, Inc.
 Contractor

Date: 4-3-13

Approval Recommended by: [Signature]
 Mike Nguyen, Project Engineer

Date: 4-4-13

Approval Recommended by: [Signature]
 Rene Guerrero, P.E., Assistant City Engineer

Date: 4/8/13

Approved by: [Signature]
 Arturo Cervantes, P.E.
 Director of Public Works/City Engineer

Date: 4/9/13

- Original - Project File
- CC: - Contractor
- Department



CITY OF PICO RIVERA

CHANGE ORDER

Description: CONC. IMPRVT. IN COMM. DEVELOPMENT
BLOCK GRANT (CDBG) AREAS - CIP 21244
 Contractor: MARTINEZ CONCRETE, INC.
 Address: 920 W. FOOTHILL BLVD. AZUSA, CA 91702

Change Order No. 2
 Start Date: 03/14/13
 Contract No. 13-1374
 PO No. 31271

You are hereby directed to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract:

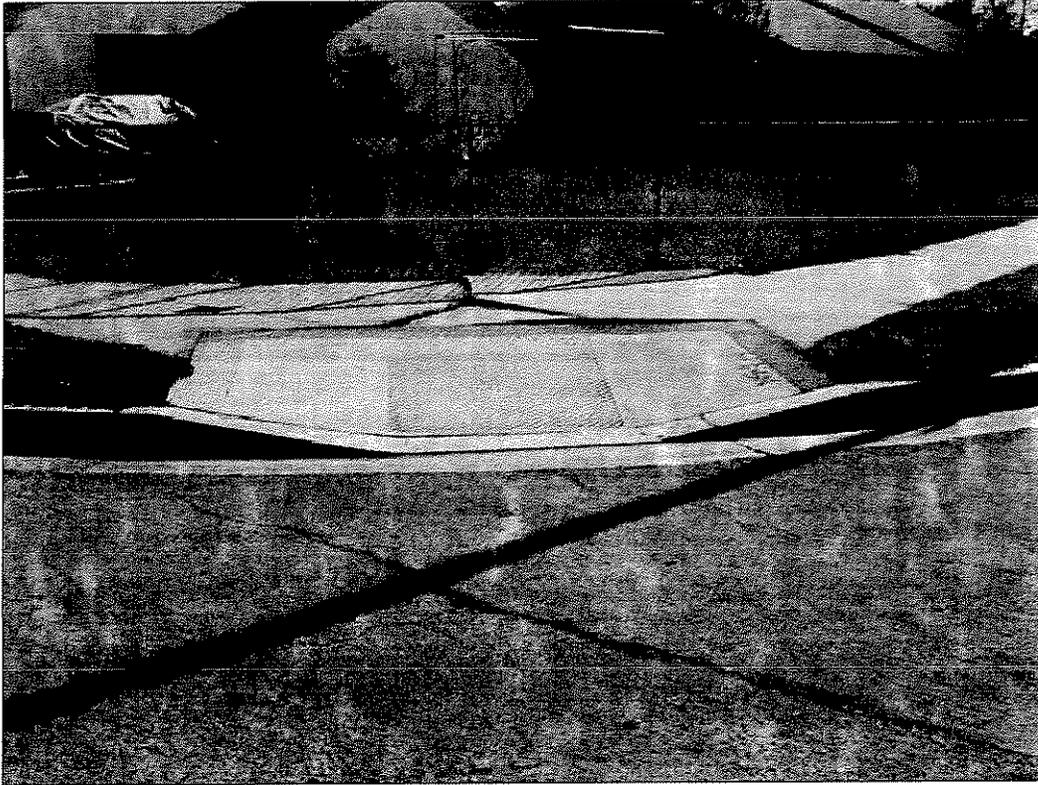
	Cost	(Calendar days)
Original contract amount:	\$ 151,280.00	0
Previous Change Order amount:	12,158.95	0
This Change Order (No.2) amount: ACTUAL COST	\$ 20,400.00	0
Total increase to contract (all change orders) to date:	\$ 32,558.95	0
Revised total contract amount:	\$ 183,838.95	0
Percentage of total increase (or decrease) to contract amount to date:	21.52%	0

DESCRIPTION OF CHANGE ORDER WORK TO BE DONE, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

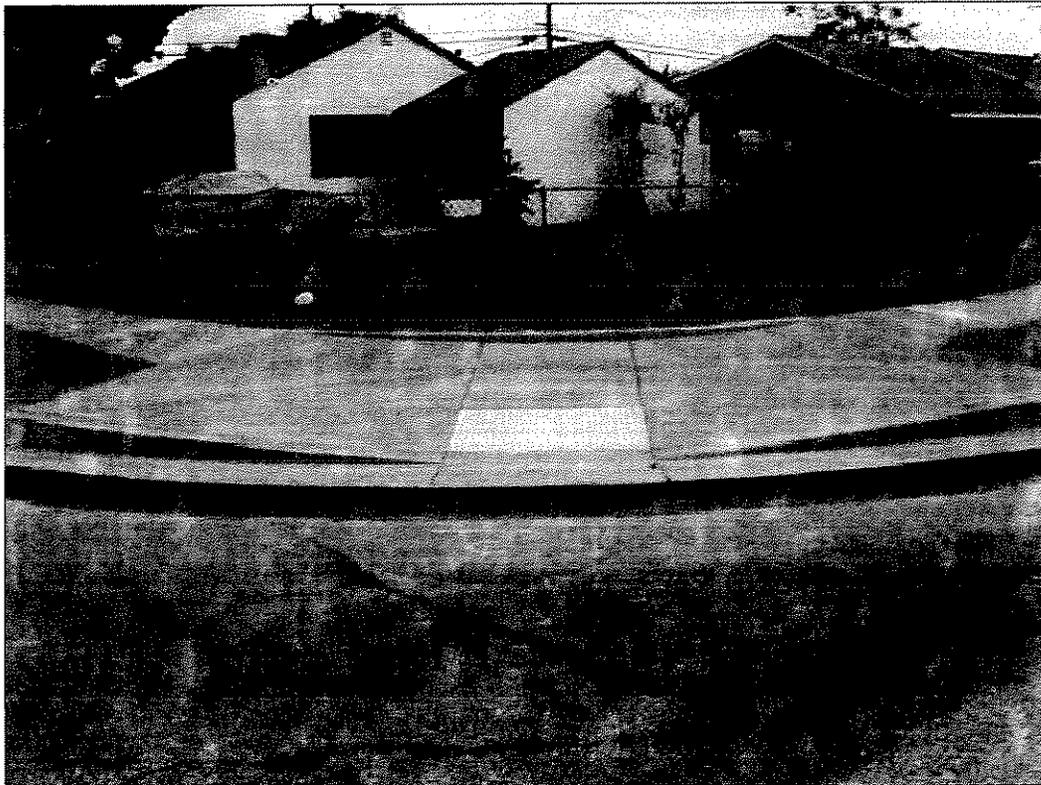
Change in Bid Item Quantities - Over Estimated Quantities - COST

Item	Description	Contract Quantity	Previous Change Orders Quantity	THIS Change Order Quantity	Total Adjusted Contract Quantity	Unit	Unit Cost	Change Order Cost	Time Ext. calendar Days
5	Remove and construct curb ramp per SPPWC Std. Plan No. 111-3 (Case B, Type 2) including AC or PCC key, sidewalk, curb and gutter. Complete in place.	56.00	0	8.00	64.00	E.A.	\$ 2,550.00	\$ 20,400.00	0
TOTAL COST \$ 20,400.00									

TOTAL AMOUNT OF THIS CHANGE ORDER IS \$20,400.00



NE CORNER OF BEVERLY RD. & LAYMAN AVE. - BEFORE



NE CORNER OF BEVERLY RD. & LAYMAN AVE. - AFTER



CITY OF PICO RIVERA

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION

CIP 21244 - CDBG CONCRETE PROJECT

PREPARED BY: M. NGUYEN

SCALE: NOT TO SCALE

DATE: 04-15-13



To: Mayor and City Council
From: City Manager
Meeting Date: April 23, 2013
Subject: OVERSIZED VEHICLE PARKING ON CITY STREETS –
STATUS UPDATE

Recommendation:

Receive and file the recommendation from the Transportation Ad Hoc Committee, and follow-up with a visual survey in six (6) months to determine whether or not additional action is necessary related to the number of oversize vehicles parked on City streets.

Fiscal Impact: None

Discussion:

In 2011, at the request of the City Council, staff began to look into the issue of RVs/Motor Homes and other oversize vehicles parked on City streets. The subject matter was referred to the Council Transportation Ad Hoc Committee. Staff studied various ordinances employed by other municipalities. Additionally, they performed a survey of over 900 owners of RVs/Motor Homes within the city to obtain their feedback. The Ad Hoc Committee was updated on these surveys but did not move forward with an oversize vehicle parking ordinance.

On April 9, 2013 the Transportation Ad Hoc Committee reconvened at the request of the City Council. Staff provided an update. The update included:

- A street survey by Parking Enforcement on April 8, 2013 showed 55 RVs were parked on city streets. 20 of these vehicles were in process of being unloaded and/or cleaned and not typically parked at the location;
- In 2012, Public Safety received 33 complaints regarding RVs/Motor homes parked on City streets. Twenty-two (66%) of the complaints dealt with the same four vehicles. Most other complaints involved residents who didn't want an RV's parked in front of their home;

COUNCIL AGENDA REPORT – MTG. OF 4/23/13
OVERSIZED VEHICLE PARKING ON CITY STREETS – STATUS UPDATE
Page 2 of 2

- As a follow up to the complaints by residents, Parking Enforcement “red tags” an RV requiring it to be moved within 72 hours and/or if there are violations on the vehicle it will be cited;
- Sheriff’s representative at the meeting stated LASD was handling complaints regarding any potential illegal activity with regard to RV’s;
- Committee members concluded that oversized vehicles were not a major problem and complaints were being resolved by staff using current City policies;
- The Ad Hoc Committee is also suggesting that City staff conduct another street survey in six months and report back the results.

Staff will continue to monitor oversized vehicles and any potential impacts they might have on residents.



Ronald Bates

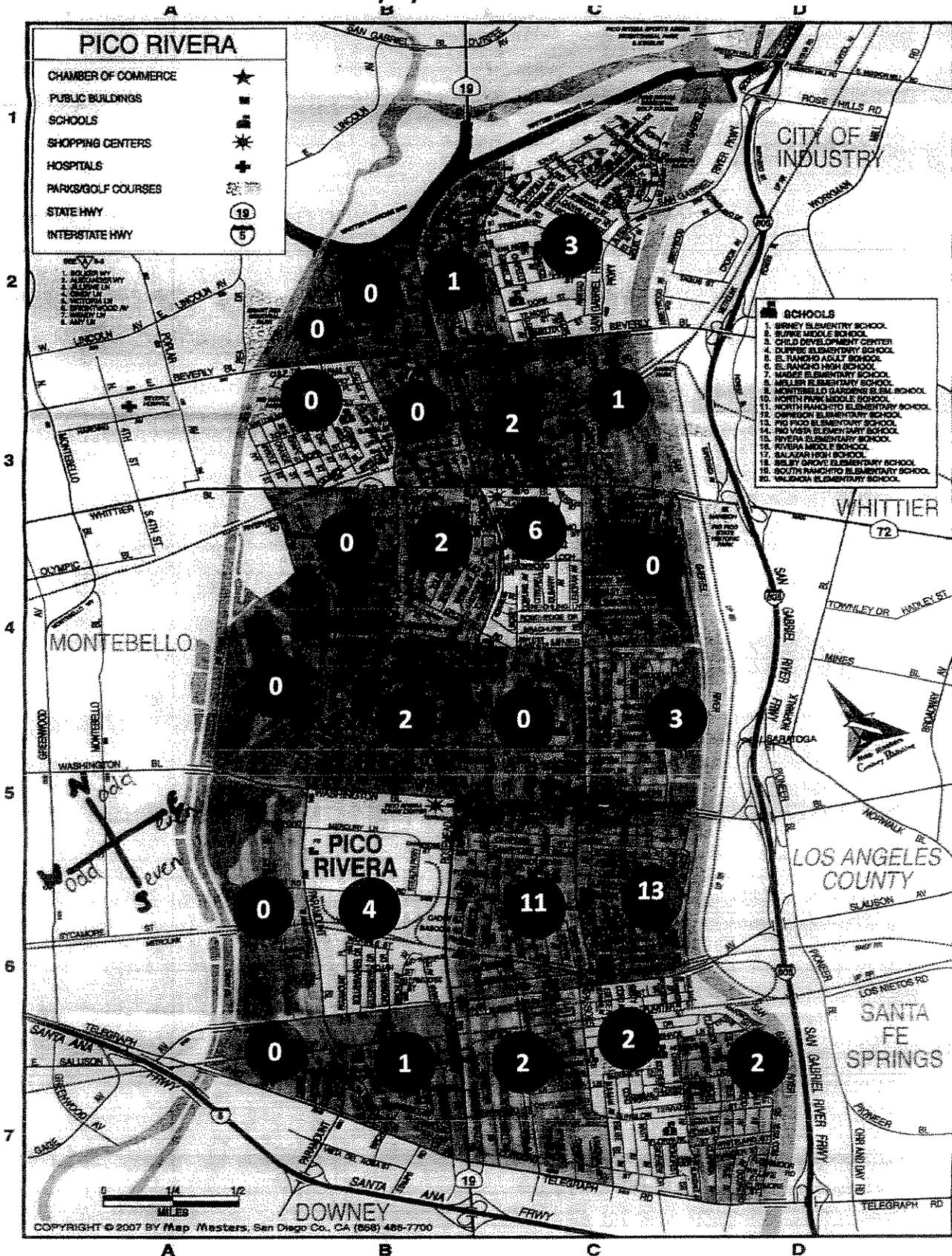
RRB:AC:SG:lg

Enc.

- 1) Exhibit “A” - Oversize Vehicle Parking Survey

RV's PARKED ON CITY STREETS

4/8/13 SURVEYS



*55 RVs total. 20 were in process of being unloaded/cleaned and typically not parked at location.