CITY COUNCIL AGENDA

Tuesday, April 8, 2014

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

Regular Session 6:00 p.m.
Council Chamber
6615 Passons Blvd.
Next Resolution No. 6756
Next Ordinance No. 1086
Next Agreement No. 14-1466

COMMISSIONERS SCHEDULED TO BE PRESENT:
Paul Gomez, Planning Commission
John Garcia, Parks & Recreation Commission

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

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATIONS:

- National Library Week - Proclamation

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

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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 March 25, 2014

   Recommendation: Approve

2. **16th Warrant Register of the 2013-2014 Fiscal Year.** (700)
   Check Numbers: 261202-261414
   Special Checks Numbers: None
   Recommendation: Approve

3. **Labor Agreements with Service Employees International Union Local 721 (SEIU) Hourly Bargaining Unit and SEIU Parks & Recreation Hourly Bargaining Unit.** (500)
   Recommendation:
   1. Approve agreement with SEIU – Hourly Bargaining Unit, effective July 1, 2013 to January 31, 2015; and
   2. Approve agreement with SEIU – Parks and Recreation Hourly Bargaining Unit, effective July 1, 2012 to January 31, 2015.

   Agreement No. _____ Agreement No. _____

4. **Sidewalk Improvements, CIP No. 21272 – Award of Construction Contract.** (500)
Recommendation:
1. Award a construction contract in the amount of $98,243 to Mora's Equipment and Construction for the Sidewalk Improvements Project, CIP No. 21271, and authorize the Mayor to execute the contract in a form approved by the City Attorney.

   Agreement No. _____

5. **Summer Food Service Program.** (700)
Recommendation:
1. Approve submittal of the Summer Food Service Program grant application.

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

LEGISLATION:

6. **Durfee Avenue Underpass Project, CIP No. 21241 – Approval of Design Concept.** (500)
Recommendation:
1. Approve the recommendation of the Transportation Ad Hoc Committee to advance Design Concept Plan "1" to final design and construction for the Durfee Avenue Underpass Project.

7. **Whittier Boulevard Street Rehabilitation Project, Van Norman Road to Paramount Boulevard, CIP No. 21246 – Final Design Concept.** (500)
Recommendation:
1. Approve the recommendation of the Transportation Ad Hoc Committee to advance Design Concept No. 2 to final design and construction for the Whittier Boulevard Street Rehabilitation Project.

MAYOR/COUNCILMEMBER REPORTS ON INTERGOVERNMENTAL AGENCY MEETINGS:

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.

ADJOURNMENT:

AFFIDAVIT OF POSTING

I, Anna M. Jerome, 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 website, Pico Rivera Post Office and Parks: Smith, Pico and Rivera and full agenda packets distributed to the Pico Rivera County Libraries, which are available for the public to view on this 4th day of April 2014.

Dated this 4th, day of April 2014

Anna M. Jerome

Anna M. Jerome, CMC
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.

CITY COUNCIL MINUTES

Tuesday, March 25, 2014

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

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

PRESENT: Archuleta, Armenta, Camacho, Salcido, Tercero
ABSENT: None

COMMISSIONERS PRESENT:
Joseph Palombi, Parks & Recreation Commission

INVOCATION: Councilmember Archuleta

PLEDGE OF ALLEGIANCE: Councilmember Armenta

SPECIAL PRESENTATIONS:

- American Red Cross Month - Proclamation
- Certificates of Recognition presented to the Twin Cities Wolverines Jr. Midget Cheer for Placing 1st in the Jr. Midget Cheer Division at the JAMZ Nationals in Las Vegas
- El Rancho Teen Court Annual Progress Report to City Council

1ST PERIOD OF PUBLIC COMMENT – AGENDA ITEMS ONLY:

CONSENT CALENDAR:

1. **Minutes:**
   - Approved City Council meeting of March 11, 2014
   - Received and filed Parks & Recreation Commission meeting of October 10, 2013; and
   - Received and filed Planning Commission meeting of February 3, 2014

2. Approved 15th Warrant Register of the 2013-2014 Fiscal Year. (700)
Check Numbers: 261015-261201
Special Checks Numbers: None

3. Sister City Commission Appointment. (300)

1. Adopted Resolution No. 6754 approving the appointment of Linda Martinez to the Sister City Commission.

Resolution No. 6754 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPOINTING THE FOLLOWING CITY ELECTOR: LINDA MARTINEZ TO THE SISTER CITY COMMISSION FOR A TWO YEAR TERM SAID TO EXPIRE DECEMBER 2015

4. Single Audit Report for Fiscal Year Ending June 30, 2013. (700)

1. Received and filed the Single Audit Report for fiscal year ending June 30, 2013.

5. Rosemead Boulevard Pedestrian Bridge Rehabilitation and Beautification Project, CIP No. 21240 – Authorization to Bid. (500)

1. Approved Plans, Specifications and Estimate (PS&E) for the Rosemead Boulevard Pedestrian Bridge Rehabilitation and Beautification Project, CIP No. 21240, and authorized the City Clerk to publish the Notice Inviting Bids; and
2. Approved the Notice of Exemption and authorized the City Clerk to file with the County Recorder.

6. Authorize Letter of No Prejudice with Los Angeles County Metropolitan Transportation Authority (Metro) to Initiate Congestion Hot Spot Intersection Project. (500)

1. Accepted the Letter of No Prejudice with METRO, dated March 5, 2014, and authorized staff to begin expenditures of the $4,040,000 in grant funds received from the SR-91/I-605/I-405 Hot Spots Program prior to the execution of the formal funding agreements with METRO which is necessary to accelerate project implementation.

7. Ban on Distribution of Single-Use Plastic Carryout Bags.

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

Motion by Mayor Pro Tem Salcido, seconded by Councilmember Armenta to approve Consent Calendar Items No. 1 through 6. Motion carries by the following roll call vote:

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

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

7. Ban on Distribution of Single-Use Plastic Carryout Bags.

City Council had a brief discussion pertaining to the cost impact the ban could have on local markets and clarification on the direction given to the Ad Hoc Committee in regard to analyzing a draft ordinance.

Motion by Mayor Pro Tem Salcido, seconded by Councilmember Armenta to refer item to Solid Waste Ad Hoc (Tercero/Salcido) to provide direction on analyzing a draft ordinance prohibiting the distribution of single-use plastic carryout bags.

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

LEGISLATION:

8. Adopt a Resolution of Intention to Establish and Collect Local Sewer Service Charges for Fiscal Year 2014/2015 and to Set A Public Hearing, as Necessary to Assume Sewer Maintenance Service from Los Angeles County Consolidated Sewer Maintenance District with No Increase in Rates; and Receive and File Engineer's Report. (700)

In response to Councilmember Archuleta's inquiry, Director of Public Works Cervantes stated that the anticipated cost savings will be used for a five (5) year Capital Improvement Program estimated at $398,000 and further stated that there would be no increase in fees to the residents.

Motion by Mayor Pro Tem Salcido, seconded by Councilmember Armenta to: 1) Adopt Resolution No. 6755 of Intention to establish and collect local Sewer Service Charges for Fiscal Year 2014/2015 and to set a Public Hearing for May 13, 2014, as necessary to assume sewer maintenance service from Los Angeles County Consolidated Sewer Maintenance District with no rate increases, and 2) Receive and file Engineer's Report ("City of Pico Rivera Sewer Service Charge – March 2014"). Motion carries by the following roll call vote:

> Resolution No. 6755 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, DECLARING ITS INTENTION TO ESTABLISH AND COLLECT LOCAL SEWER SERVICE CHARGES WITHIN THE CITY OF PICO RIVERA WITH NO INCREASE IN RATES COMMENCING FISCAL YEAR 2014/2015, AND TO CONDUCT A PUBLIC HEARING ON SUCH MATTERS, AS NECESSARY TO ASSUME SEWER MAINTENANCE SERVICE FROM LOS ANGELES COUNTY CONSOLIDATED SEWER MAINTENANCE DISTRICT

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

MAYOR/COUNCILMEMBER REPORTS ON INTERGOVERNMENTAL AGENCY MEETINGS:

Councilmember Armenta reported that the County Sanitation Districts will be hosting an Earth Day on April 12, 2014 from 12:00 noon to 4:00 pm.

Councilmember Camacho reported that SEAACA will be asking member cities to increase fees to help with the cost of running their facility.

Recessed to Water Authority at 6:38 p.m.

ALL MEMBERS WERE PRESENT

Reconvened from Water Authority at 6:39 p.m.

ALL MEMBERS WERE PRESENT

NEW BUSINESS:

Councilmember Archuleta congratulated Public Works staff for receiving the 2014 Project Achievement Award from the Construction Management Association of America (CMMA) for the Passons Underpass Project.

Councilmember Armenta thanked the Parks & Recreation Department for their efforts in dealing with some recent issues. He mentioned issues with the contracted Bus Transportation Services, thanked staff for their quick response on matters regarding trash at Smith Park, and suggested adding more charcoals to the barbeque pits. Mr. Armenta asked that the Ad Hoc Committee meet regarding the Sports Arena/campground and thanked Nationwide and staff for the recent graffiti cleanup.

Councilmember Camacho congratulated and acknowledged the recent efforts of City Manager Bates and Public Works Director Cervantes and staff in receiving a $50 million dollar grant to fix two bridges that need major repairs and enhancement. He also mentioned that City Manager Bates is a recipient of a national award for his outstanding public service to the general community.

Mayor Tercero suggested that the Public Safety Ad Hoc Committee look into an ordinance regarding house parties and home owners' responsibilities in serving alcohol to minors.

Councilmember Armenta thanked Community and Economic Development Director Martinez for his assistance with a homeowner in resolving a handicap issue. At the request of the local Armenian school, Councilmember Armenta suggested that the Sister City Commission look into forming a Friendship City.

OLD BUSINESS:

Mayor Tercero asked for an update on the Farmer's Market with Assistant to the City Manager Chavez responding that the Ad Hoc Committee is working with a local vendor and Parks & Recreation staff to get the process started on forming a Farmer's Market.

Mayor Tercero asked for an update on the contracted Bus Transportation Services issue. Parks and Recreation Director Gonzalez stated that she has been in contact with the Bus Transportation Company, has articulated the issues and has provided a certain amount of time to cure. She stated that she hopes to be able to work out the differences with the bus company. She also stated that the City awarded the contract in December 2013 for a

three year contract. Should the issues not be resolved, she stated that staff could look at the next lowest bidder to provide bus transportation services.

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

Erika Hernandez, Marketing Coordinator for Fiesta Taxi:

- Addressed the City Council to request a presentation to the City Council at a future date.

Recessed to Closed Session at 6:54 p.m.

ALL MEMBERS WERE PRESENT

Reconvened from Closed Session at 7:32 p.m.

ALL MEMBERS WERE PRESENT

CLOSED SESSION:

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
Service Employees International Union, Local 721 – Director's Bargaining Unit

City Attorney Alvarez-Glasman stated that no final action was taken and that there was nothing further to report.

ADJOURNMENT

Mayor Tercero adjourned the City Council meeting at 7:33 p.m. in memory of Emma Sandoval, Crossing Guard. There being no objection it was so ordered.

AYES: Archuleta, Armenta, Camacho, Salcido, Tercero

NOES: None

_____
Brent A. Tercero, Mayor

ATTEST:

_____
Anna M. Jerome, City Clerk

I hereby certify that the foregoing is a true and correct report of the proceedings of the City Council regular meeting dated March 25, 2014 and approved by the City Council on April 8, 2014.

_____
Anna M. Jerome, City Clerk

16th WARRANT REGISTER OF THE 2013-2014 FISCAL YEAR

MEETING DATE:	**04/08/14**
TOTAL REGISTER AMOUNT:	**$756,790.61**
CHECK NUMBERS:	**261202-261414**
SPECIAL CHECK NUMBERS:	

REGULAR CHECK TOTAL:	**$756,790.61**
SPECIAL CHECK TOTAL:	
TOTAL REGISTER AMOUNT:	**$756,790.61**

2

PAYROLL REGISTER P/P 03/07/14 - 03/21/14

Pay Date: 03/27/14

VOID ACH CKS	
	-
VOID CKS	
381099	(656.64)
	(656.64)
Scrap:	
388491	
388493	
388542	
SPECIAL CKS	
388492	656.64
	656.64
CKS	
388494 - 388541	40,611.02
	40,611.02
ACH	
388543 - 388739	250,050.73
	250,050.73
TOTAL	290,661.75

CITY COUNCIL | AGENDA REPORT

To: Mayor and City Council

From: City Manager

Meeting Date: April 8, 2014

Subject: LABOR AGREEMENTS WITH SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721 (SEIU) HOURLY BARGAINING UNIT AND SEIU PARKS & RECREATION HOURLY BARGAINING UNIT

Recommendation:

1. Approve Agreement with SEIU - Hourly Bargaining Unit, effective July 1, 2013 to January 31, 2015.
2. Approve Agreement with SEIU – Parks and Recreation Hourly Bargaining Unit, effective July 1, 2012 to January 31, 2015.

Fiscal Impact:

Considering both MOU's; about $8,000 per year.

Discussion:

For several months, the City has been negotiating with its hourly bargaining units. On March 26, 2014, agreements were reached with both units. Both units have ratified the agreements with their membership. The highlights of the agreements are as follows:

The SEIU – Hourly Bargaining Unit agreed to an extension of their 2011 - 2013 Memorandum of Understanding (MOU), without significant changes.

The SEIU – Parks & Recreation Bargaining MOU has the following changes:

1. For Group B employees (those who work 1001-1560 hours in the prior fiscal year), they will earn three (3) minutes of leave per hour worked. The prior MOU provided only two (2) minutes per hour worked.

2. The City will offer access to the health plan currently offered to the Hourly Bargaining Unit. The City will pay thirty percent (30%) of the premiums for Group B and C employees. This was not covered in the prior MOU.
3. The City shall make protective headgear available to unit employees who work outdoors. This was not covered in the prior MOU.
4. The City will provide protective footwear to the employees in the operations division. Replacement work shoes covered in the new MOU.

Ronald Bates

RB:MM:mm

Attachments: 1. Agreement with SEIU – Hourly Bargaining Unit
2. Agreement with SEIU – Parks & Recreation Hourly Bargaining Unit

ATTACHMENT 1

Tentative Agreement

Between

City of Pico Rivera & Service Employees International Union,

Local 721 – Hourly Bargaining Unit

The City of Pico Rivera and Service Employees International Union (Union) Local 721 tentatively agree (TA) on a modification and extension of the 2011-2013 Memorandum of Understanding (MOU) to set the wages, hours and other terms and conditions of employment for the Hourly Bargaining Unit of City employees for the term set forth below. The parties respectively agree to recommend approval of this TA to their respective principals, the City Council for the City representatives, and the bargaining unit members for the Union representatives. The parties acknowledge that they have respectively met and conferred in good faith and have fully discharged their obligations under the Meyers-Milias-Brown Act concerning the scope of representation.

The terms of the TA are to amend the 2011-2013 MOU as set forth below. Except as expressly set forth below, all other terms of the 2011-2013 MOU shall be carried forward and included in the extended MOU between the parties.

Article 1 – Preamble: The last sentence of the first paragraph of Article 1 shall be modified as follows: "This MOU will be effective July 1, 2011 to January 31, 2015."

Article 5 – Work Hours: The language of Article 5 shall be modified and expanded as follows:

"For the term of this MOU, Public Works Group C employees agree to reduce their work hours to thirty-two (32) hours per week. This agreement in the reduction in hours will not affect the maintenance of health care benefits as set forth in Article 7 provided employees work the requisite number of hours for the benefit.

In 2012, the City sought to reduce the hours of Maintenance Aides to no more than 28 hours per week. On August 9, 2012, the parties entered into an agreement whereby the hours of Maintenance Aides would not be further reduced in exchange for certain concessions made by the Union, specifically, suspension of the $1,000 bonus for Group C employees, unpaid furlough days of December 26, 27 and 28, 2012 for all bargaining unit employees, and suspension of holiday pay for the New Year's Day, Memorial Day, Independence Day, and Christmas Day holidays for all bargaining unit employees. The parties agreed that once these concessions sunset on June 30, 2013, the hours for Maintenance Aides may be reduced.

These concessions were to end June 30, 2013, and the City sought to reduce the hours of Maintenance Aides in accordance with the parties' agreement of August 9, 2012. The City also sought a similar reduction for the Senior Office Clerks.

The parties met and conferred on the reduction in hours at which time the Union proposed that the concessions would continue if the City did not go forward with the reduction in hours.

Accordingly, the parties agree that the hours of Maintenance Aides will remain at 32 hours per workweek and the hours of the Senior Office Clerks will remain at the 2012-13 levels contingent upon a continuation of the concessions [(1) suspension of the $1,000 Group C employee bonus as set forth in Article 9; (2) unpaid furlough days the week of Christmas (excluding Christmas Day) as set forth in Article 8; and (3) suspension of holiday pay for New Year's Day, Memorial Day, Independence Day, and Christmas Day holidays for all bargaining unit employees as set forth in Article 8].

Article 8 – Leave Time: The language of Article 8 shall be modified as follows:

The Union agrees to suspend holiday pay for the four holidays listed above.

The City will be closed during the week of Christmas and all the days shall be unpaid furlough days (in addition to elimination of holiday pay on Christmas Day). No employee shall receive holiday pay during this closure, including employees who would otherwise be scheduled to work during the closure. An employee who works on any of the furlough days shall only receive his/her regular compensation. An employee who works on Christmas Day shall receive holiday pay in addition to his/her regular compensation.

Article 9 – Group C Annual Bonus: The language of Article 9 shall be modified as follows:

The Union agrees to the suspension of the one thousand dollar ($1,000) bonus for Group C Hourly employees.

Article 26 – Term: The language of Article 26 shall be modified as follows:

"This MOU will be effective as if approved on *July 1, 2011* and will continue through midnight *January 31, 2015* and will not be subject to change or further discussion except as otherwise noted in this MOU."

These provisions shall be incorporated into the formal MOU between the parties and shall be signed by duly authorized representatives of the City and Union as soon as possible after ratification by the City Council and by the Local 721 bargaining unit.

It is so agreed between the City and Union.

March 26, 2014

Service Employees International Union Local 721

By: _____
Rudy Guevara, SEIU 721 Representative

City of Pico Rivera

By: _____
Michael Matsumoto, Assistant City Manager

Tentative Agreement

Between

City of Pico Rivera & Service Employees International Union,

Local 721 – Parks and Recreation Hourly Bargaining Unit

The City of Pico Rivera ("City") and Service Employees International Union Local 721 ("Union") tentatively agree ("TA") to a new successor Memorandum of Understanding ("MOU") to set the wages, hours and other terms and conditions of employment for the Parks and Recreation Hourly Bargaining Unit of City employees for the term set forth below. In addition, the parties tentatively agree to changes in the Parks and Recreation Employee Handbook as set forth below. The parties agree to recommend approval of this TA to their respective principals, the City Council for the City representatives, and the bargaining unit members for the Union representatives. The parties agree that they have met and conferred in good faith and have fully discharged their obligations under the Meyers-Milias-Brown Act concerning the scope of representation.

2012-2015 Memorandum of Understanding

The terms of the TA are to enter into a new MOU as successor to the 2009-2012 MOU. Except as expressly set forth below, all other terms of the 2009-2012 MOU shall be carried forward and included in the new MOU between the parties.

Article 1 – Preamble: Article 1 of the MOU shall read as follows:

"This Memorandum of Understanding is made and entered into between the representatives of the City of Pico Rivera, hereinafter referred to as "City," and Service Employees International Union, Local 721, hereinafter referred to as "Union," pursuant to California Government Code section 3500et. seq. This MOU is made with and covers the Parks and Recreation Hourly Bargaining Unit for the period of July 1, 2012 to January 31, 2015. Unless otherwise noted herein, all items contained in this MOU shall be effective the first full pay period after the City Council approves the MOU."

Former Article 4 – Salaries: Former Article 4-Salaries of the 2009-2012 shall be deleted entirely.

New Article 4 – Special Events: The following shall be an added new Article to the 2012-2015 MOU numbered Article 4 – Special Events and shall read as follows:

"Bargaining unit employees may be required to work special events outside the employee's normally scheduled workday/workweek. The City agrees to provide a one (1) week notice to employees who are required to work a Special Event. Employees may refer to Article11 – Absenteeism and/or the Parks and Recreation Employee Handbook for procedures on absenteeism and request for staff substitution during special events."

Article 5 – Holidays: Article 5 of the MOU shall read as follows:

"The City agrees to designate the following as paid holidays for all represented hourly workers:

New Year's Day
Memorial Day
Thanksgiving Day
Christmas Day

Only represented Parks and Recreation hourly employees that would have been scheduled to work on the day of the week on which the holiday landed and worked the week prior to the holiday will receive the equivalent of their regularly scheduled hours for the holiday.

If an employee works the paid holiday, the employee will be paid time and one half in lieu of the holiday pay received by employees who do not work on the holiday.

Holiday leave hours will be considered hours worked for the purposes of computing overtime."

Article 6 – Computation of Hours: Article 6 of the MOU shall read as follows:

"The employee's number of hours worked in a bargaining unit classification during a fiscal year (July 1 - June 30) will be reviewed for grouping at the end of that fiscal year. Employees will be assigned to the appropriate grouping based on those hours worked. Group designations will be effective on July 1 of the subsequent fiscal year. A new employee will not be officially designated to a group until the end of the fiscal year.

The Classification system of bargaining unit employees is as follows:
Group A: 0-1000 hours worked per fiscal year
Regularly scheduled up to 20 hours per week
Group B: 1001-1560 hours worked per fiscal year
Regularly scheduled 21-30 hours per week
Group C: 1561+ hours worked per fiscal year
Regularly scheduled 31+ hours per week

Based on hours worked, Management will designate the group to which an employee is assigned based on hours worked.

Leave hours are not counted as hours worked for computing overtime."

Article 7 – Annual Leave Time: Article 7 of the MOU shall read:

"Parks and Recreation hourly bargaining unit employees will be provided accrual of paid leave time as follows:

Group A (0 - 1000 hours worked): No leave time;

Group B (1001-1560 hours worked): Three (3) minutes of leave per hour worked;

Groups C (1561+ hours worked): Three (3) minutes of leave per hour worked."

Article 11 – Health Benefits: Article 11 of the MOU shall read:

"The health plan offered to the Hourly Bargaining Unit shall be available for Parks and Recreation bargaining unit employees. Effective January 1, 2014, the City will pay thirty percent (30%) of the monthly health premiums for Group B and Group C employees only. Group A employees who choose to enroll in the health plan will be responsible for paying their own premiums.

The City agrees to grandfather Rosa Aguilar with her current health benefits."

Article 14 – Uniforms: The following shall be an added Article numbered Article 14 – Uniforms:

"Unit members may request up to three (3) new or lightly used uniform shirts (polo and/or t-shirts) in any twelve (12) month period. Replacement of uniform shirts will be provided upon proof of the uniform shirt being torn, ragged, faded or permanently stained. It is understood that where the City provides a uniform shirt, said uniform shirt must be worn while on duty. It is the employee's responsibility to ensure that their uniform shirts are presentable for work. Additional uniform shirts may be provided, subject to management's discretion. Nothing herein shall prohibit a unit member from purchasing a uniform shirt at his or her own cost."

Article 15 – Head Protection: The following shall be an added Article numbered Article 15 – Head Protection:

"The City shall make protective headgear available to unit employees who work outdoors beginning fiscal year 2013/2014. Bargaining unit employees must wear the City –issued hats while outdoors and no others hats will be permitted.

City-issued hats will be replaced at City expense as needed when hats show signs of wear and tear and are returned. Employees who lose hats will be required to pay the cost of replacement."

Article 16 – Boot Allowance: The following shall be an added Article numbered Article 16-Boot Allowance:

"The City and the Union agree that Operations Division staff shall be required to wear protective footwear. The City agrees to provide protective footwear to these employees.

Protective footwear will be replaced as wear and tear warrants. However, in no case shall any employee receive more than two (2) pairs of footwear within a twelve (12) month period. Determination of eligibility for protective footwear and/or replacement thereof shall be made by the Director of Parks and Recreation or his/her designee in accordance with this Article.

The footwear purchased must comply with safety standards in conformance with CAL-OSHA regulations for personal protective footwear and be appropriate for use in field operations.

The maximum amount payable by the City for a single pair of work shoes is one hundred and fifty dollars ($150) per pair ($300 per year) upon providing to the City a receipt showing that the work shoes were purchased.

Operations Division employees shall wear the protective footwear during all work hours. Employees not issued safety shoes shall be expected to wear shoes at all times during working hours appropriate to the working environment, as determined by the Director of Parks and Recreation.

Article 17 (formerly Article 14) – Grievance Procedure: Former Article 14 of the 2009-2012 MOU shall be renumbered as Article 17 in the 2012-2015 MOU.

Article 18 (formerly Article 15) – Veterans Credits: Former Article 15 of the 2009-2012 MOU shall be renumbered as Article 18 in the 2012-2015 MOU.

Article 19 (formerly Article 16) – Seniority: Former Article 16 of the 2009-2012 MOU shall be renumbered as Article 19 in the 2012-2015 MOU.

Article 20 (formerly Article 17) – Lay-Off Provisions: Former Article 17 of the 2009-2012 MOU shall be renumbered as Article 20 in the 2012-2015 MOU.

Article 21 (formerly Article 18) – Performance Reviews: Article 18 of the 2009-2012 MOU shall be renumbered as Article 21 in the 2012-2015 MOU and shall read as follows:

"Bargaining unit employees shall receive a performance review every 1,000 hours worked in a bargaining unit classification, but no more than one evaluation in a twelve month period. Merit increases shall be given to an employee on their annual performance review date, contingent upon an overall rating of satisfactory.

Based upon satisfactory performance, pay increases of 4% shall be granted. Employees in the bargaining unit who receive an above average or excellent on their performance review shall receive a 6% pay increase. Pay increases shall not exceed top of the range.

If an employee's performance rating warrants an increase, the increase will be retroactive to the date when the performance review was due. Merit increases will be retroactive for those performance evaluations that are due on or after the date the City Council approves this MOU."

Article 22 (formerly Article 19) – Union Business: Former Article 19 of the 2009-2012 MOU shall be renumbered as Article 22 in the 2012-2015 MOU.

Article 23 (formerly Article 20) – Maintenance of Membership: Former Article 20 of the 2009-2012 MOU shall be renumbered as Article 23 in the 2012-2015 MOU.

Article 24 (formerly Article 21) – Voluntary Political Contributions: Former Article 21 of the 2009-2012 MOU shall be renumbered as Article 24 in the 2012-2015 MOU.

Article 25 (formerly Article 22) – New Employee Orientation: Former Article 22 of the 2009-2012 MOU shall be renumbered as Article 25 in the 2012-2015 MOU.

Article 26 (formerly Article 23) – Severability: Former Article 23 of the 2009-2012 MOU shall be renumbered as Article 26 in the 2012-2015 MOU.

Article 27 (formerly Article 23) – Term: Article 27 of the 2012-2015 MOU (formerly Article 23 of the 2009-2012 MOU) shall read as follows:

"This MOU will be effective as if approved on *July 1, 2012* and will continue through midnight *January 31, 2015*, and will not be subject to change or further discussion except as otherwise noted in this MOU. Unless otherwise noted herein, all items in the MOU shall be effective the first fully pay period after the City Council approves the MOU."

Article 28 (formerly Article 24) – Management Rights Clause: Former Article 24 of the 2009-2012 MOU shall be renumbered as Article 28 in the 2012-2015 MOU.

These provisions shall be incorporated into a new formal MOU between the parties and shall be signed by duly authorized representatives of the City and Union as soon as possible after ratification by the City Council and by the Local 721 bargaining unit.

Changes To Parks And Recreation Employee Handbook

In addition to the terms and conditions of the 2012-2015 MOU, the parties tentatively agree to the following changes to the Parks and Recreation Employee Handbook:

Extra Hour Distribution Procedure: The following item will be added to the Parks and Recreation Employee Handbook:

"When there is advanced notice of extra hours, an announcement of extra hours for qualified staff shall be distributed by memo and posting. The posting will be at all recreation facilities."

CPR Training: The following item will be added to the Parks and Recreation Employee Handbook:

"The City will provide two (2) First Aid Safety/AED/ CPR– INFANT/CHILD/ADULT trainings a year beginning in fiscal year 2013/2014. If an employee cannot attend either training, the employee shall contact their Supervisor/Coordinator to schedule a make-up First Aid Safety/AED/ CPR– INFANT/CHILD/ADULT training."

Badges: The following item will be added to the Parks and Recreation Employee Handbook:

"No fee is charged for replacement of badge when badge shows signs of wear and tear and is returned. A fee may be charged for a lost card. Badges can be replaced by Human Resources."

This Tentative Agreement is so agreed between the City and Union.

March 26, 2014

Service Employees International Union Local 721	City of Pico Rivera
By:_____	By:_____
Rudy Guevara, SEIU 721 Representative	Michael Matsumoto, Assistant City Manager

CITY COUNCIL | AGENDA REPORT

To: Mayor and City Council

From: City Manager

Meeting Date: April 8, 2014

Subject: SIDEWALK IMPROVEMENTS, CIP NO. 21271 – AWARD OF CONSTRUCTION CONTRACT

Recommendation:

Award a construction contract in the amount of $98,243 to Mora's Equipment and Construction for the Sidewalk Improvements Project, CIP No. 21271, and authorize the Mayor to execute the contract in a form approved by the City Attorney.

Fiscal Impact:

$100,000	(Measure R Funds)
$50,000	(Proposition C)
$150,000	

Discussion:

The 5-Year Capital Improvement Program budgets concrete improvements on an annual basis. Concrete improvements consist of repairs and replacement of damaged curbs, gutters and sidewalks, installation of new sidewalk, and miscellaneous concrete improvements. Such improvements are necessary to enhance walkability, pedestrian safety (e.g. removing tripping hazards), and to meet ADA standards.

Accordingly, on July 10, 2013, City Council allocated $100,000 in Measure R funds to the Sidewalk Improvements Project. This project entails construction of approximately 500 feet of new sidewalk, reconstruction of approximately 700 feet of existing sidewalk, concrete improvements at two bus stops necessary to meet ADA standards, and reconstruction of one curb ramp (see Enclosure 1 for the project location map). The engineering estimate is $121,800.

On January 28, 2014, the City Council approved the plans, specifications and estimate, and authorized staff to advertise for bids. On February 18 and February 25, 2014, bids

were advertised. Bids were received on March 20, 2014 and opened by the City Clerk's Office. Below is a summary of the bids received:

	Contractor	Bid Amount
1.	Mora's Equipment and Construction	$98,243.00
2.	Excel Paving Company	$116,946.00
3.	Nobest, Inc.	$124,000.00
4.	All American Asphalt	$177,900.00

After completion of the bid analysis, Mora's Equipment and Construction was confirmed to be a responsible bidder and their bid was confirmed to be the lowest responsive bid. Their $98,243 bid is $23,557 or 19.3% lower than the Engineer's Estimate of $121,800.

The Sidewalk Improvements Project is fully funded with $100,000 in Measure R funds and $50,000 in Proposition C funds. The budget will be used for construction and contingency ($122,000), and for staff time ($28,000).

The approximate project schedule is as follows:

- Award Construction April 2014
- Start Construction April 2014
- Complete Construction May 2014

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

Ronald Bates

RRB:AC:RG:MN:lg

Enc.

1) Construction Contract
2) Location Map

PUBLIC WORKS CONTRACT SERVICES AGREEMENT

CAPITAL IMPROVEMENT PROJECT NO. 21271
ANNUAL SIDEWALK IMPROVEMENTS

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this 8th day of April, 2014 by and between the **CITY OF PICO RIVERA**, a municipal corporation, (herein "City") and **Mora's Equipment and Construction** (herein "Contractor"). The parties hereto agree as follows:

RECITALS

A. City requires services for the construction of **CIP No. 21271 Annual Sidewalk Improvements**. Contractor has represented to City that Contractor is qualified to perform said services and has submitted a proposal to City for same.

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

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

1. SERVICES OF CONTRACTOR

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

1.2 **Documents Included in Contract** - This contract consists of the following Contract Documents: Notice of Inviting Bids, Special Provisions - General, Special Provisions – Part 1, General Provisions, Proposal, Instruction to Bidders, Bidders Proposal, Bidders Bond (Bidder's Guarantee), Bond for Faithful Performance, Bond for Labor and Material, Escrow Agreement, Schedule of Non-Working Fridays, Waste Management Plan, Sidewalk Repair Schedule, Construction Plan for Bus Stops at Rosemead Boulevard and Homebrook Street (Private Road), Irrigation Plan Improvement at Rio Vista Park, Caltrans Standard Plan, Supplemental Information Form, Tax Identification Number Form, Guarantee, this Contract, and any and all schedules and attachments to it which are incorporated as if fully set forth herein

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

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

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

2. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

General Contractor Class A or
Concrete Contractor Class C-8

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

3. COMPENSATION

3.1 **Contract Sum** - For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of ninety eight thousand two hundred forty three dollars ($98,243)

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

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

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

4. PERFORMANCE SCHEDULE

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

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

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

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

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

5. COORDINATION OF WORK

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

David Mora
President

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

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

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

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

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

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

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

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

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

a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

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

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

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

[*Intentionally left blank.]*

6. INSURANCE, INDEMNIFICATION AND BONDS

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

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

CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. RECORDS AND REPORTS

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

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

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

(1) Informal negotiation between the City and general contractor.

(2) Mediation with the general contractor.

(3) Arbitration.

(4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

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

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

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

10. MISCELLANEOUS PROVISIONS

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

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

To Contractor: Mora's Equipment and Construction
9245 Nan Street
Pico Rivera, CA 90660
Attn: David Mora, President

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

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

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

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

10.6 **Unfair Business Practices Claims** - In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the Contractor without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.)

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

[*Intentionally left blank. Signatures follow.*]

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

ATTEST:

By: _____
Anna M. Jerome, City Clerk

CITY OF PICO RIVERA,
a municipal corporation

By: _____
Brent A. Tercero, Mayor

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman, City Attorney

CONTRACTOR:

By: David Mora
(Print)

Signature: _____

Title: President

Address: 9245 Nan St.
Pico Rivera, CA 90660

By: _____
(Print)

Signature: _____

Title: _____

Address: _____

PROPOSAL SCHEDULE

PROJECT NO. 21271
ANNUAL SIDEWALK IMPROVEMENTS

BASE BID

The Project Base bid includes only the bid items listed below for "Base Bid". The methodology for the base bid is to include only those safety improvements. This includes the installation of the new sidewalk, repair existing sidewalk, ADA handicap access ramp, PCC pavement at bus stops , mobilization, clearing and grubbing, import dirt and all that goes along with the items included in the base bid on.

PROPOSAL SCHEDULE CIP 21271 - ANNUAL SIDEWALK IMPROVEMENT BASE BID - SAFETY IMPROVEMENT					
ITEM NO.	DESCRIPTION WITH UNIT PRICE WRITTEN IN WORDS	APPROX. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	Traffic control and mobilization FIVE THOUSAND DOLLARS Words per LS	1	LS	$5,000.00	$5,000.00
2.	Clear, grub, and root prune, as necessary; Complete in place FIVE THOUSAND DOLLARS Words per LS	1	LS	$5,000.00	$5,000.00
3.	Sawcut and remove existing curb and gutter; Complete in place THIRTY TWO DOLLARS Words per LF	80	LF	$32.00	$2,560.00
4.	Remove existing signs; Complete in place THREE HUNDRED DOLLARS Words per EA	1	EA	$300.00	$300.00
5.	Import dirt with 95% compaction; Complete in place FORTY DOLLARS Words per CY	40	CY	$40.00	$1,600.00
6.	Construct various curb height; Complete in place TWENTY FIVE DOLLARS Words per LF	90	LF	$25.00	$2,250.00

7.	Construct various curb height and gutter; Complete in place FORTY FIVE DOLLARS Words per LF	165	LF	$45.00	$7,425.00
8.	Construct 4-inch thick PCC pavement over 95% compacted dirt; Complete in place. SEVEN DOLLARS Words per SF	500	SF	$7.00	$3,500.00
9.	Construct full-depth AC pavement; Complete in place. TWENTY DOLLARS Words per SF	80	SF	$20.00	$1,600.00
10.	Remove and construct ADA access ramp with yellow raised domes per Caltrans 2010 Revised Std. Plan RSP A88A; Complete in place. THREE THOUSAND DOLLARS & 50/100 CENTS Words per EA	1	EA	$3,000.50	$3,000.50
11.	Remove existing sidewalk and construct 4-inch PCC sidewalk; Complete in place. SIX DOLLARS & 25/100 CENTS Words per SF	2,850	SF	$6.25	$17,812.50
12.	Construct new 4-inch thick PCC sidewalk; Complete in place. FIVE DOLLARS & 50/100 CENTS Words per SF	2,710	SF	$5.50	$14,905.00
13.	*Sawcut and grind 2" of existing AC pavement; Complete in place* TWO DOLLARS & 50/100 CENTS *Words per SF*	*1,310*	*SF*	$2.50	$3,275.00

14.	*Construct AC pavement (C2-PG64-10) with various thickness and join existing pavement; Complete in place* FIVE DOLLARS & 50/100 CENTS *Words per SF*	*1,310*	*SF*	$5.50	$7,205.00
15.	*Construct 6" curb height per detail A1-150(6); SPPWC STD. PLAN 120-1; Complete in place* SIXTY FIVE DOLLARS *Words per LF*	*16*	*LF*	$65.00	$1,040.00

TOTAL BASE BID – SEVENTY SIX THOUSAND FOUR HUNDRED SEVENTY THREE DOLLARS
(Words)

TOTAL BASE BID – $ $76,473.00
(Figures)

ADDITIVE ALTERNATE BID A

The Project additive alternate bid A includes only the bid items listed below for "Additive Alternate Bid A." The methodology for the additive alternate bid A includes only those enhancement items at Rio Vista Park. This includes the installation of 4-inch thick decomposed granite walkway, modify existing irrigation, modify existing fence, mobilization, clearing and grubbing and all that goes along with the items included in the additive alternate bid A.

PROPOSAL SCHEDULE
CIP 21271 - ANNUAL SIDEWALK IMPROVEMENT
ADDITIVE ALTERNATE BID A - RIO VISTA PARK IMPROVEMENT

ITEM NO.	DESCRIPTION WITH UNIT PRICE WRITTEN IN WORDS	APPROX. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	Traffic control and mobilization THREE THOUSAND DOLLARS Words per LS	1	LS	$3,000.00	$3,000.00
2.	Clear and grub; Complete in place THREE THOUSAND DOLLARS Words per LS	1	LS	$3,000.00	$3,000.00

3.	Unclassified excavation for the path of travel at Rio Vista Park; Complete in place. ONE HUNDRED TWENTY DOLLARS Words per CY	21	CY	$120.00	$2,520.00
4.	Construct 4-inch thick stabilized decomposed granite paving including aluminum edging at Rio Vista Park; Complete in place TWO HUNDRED FIFTY DOLLARS Words per CY	21	CY	$250.00	$5,250.00
5.	Irrigation system modification at Rio Vista Park; Complete in place FIVE THOUSAND DOLLARS Words per LS	1	LS	$5,000.00	$5,000.00
6.	Modify to the existing fence, and install 6'x13' panel fence at Rio Vista Park; Complete in place THREE THOUSAND DOLLARS Words per LS	1	LS	$3000.00	$3,000.00

TOTAL ADDITIVE ALTERNATE BID A

TWENTY ONE THOUSAND SEVEN HUNDRED SEVENTY DOLLARS
(Words)

TOTAL ADDITIVE ALTERNATE BID A

$ $21,770.00
(Figures)

Total Base Bid SEVENTY SIX THOUSAND FOUR HUNDRED SEVENTY THREE DOLLARS
(Words)

$ $76,473.00
(Figures)

Total Additive Alternate Bid A TWENTY ONE THOUSAND SEVEN HUNDRED SEVENTY DOLLA
(Words)

$ $ 21,770.00

(Figures)

TOTAL BID (TOTAL BASE BID PLUS TOTAL ADDITIVE ALTERNATE BID A)

Ninety Eight Thousand Two Hundred Forty Three Dollars

(Words)

$ $ 98,243.00

(Figures)

THE PROJECT WILL BE AWARDED BASED ON THE LOWEST TOTAL BID. CITY HAS THE RIGHT TO DELETE ADDITIVE ALTERNATE BID A OR NONE, IF TO DO SO IS IN THE BEST INTEREST OF THE CITY.

BIDDERS ARE REMINDED THAT IT IS THE CITY'S INTENTION TO ADD OR DELETE WORK AT THE UNIT COST SUBMITTED BY THE CONTRACTOR, IF TO DO SO, IS IN THE BEST INTEREST OF THE CITY.

Quantities shown are approximate only. Final contract amount will be based on actual amounts furnished at the unit costs set forth in the proposal.

The above unit prices include all incidental and appurtenant work, and materials necessary for the satisfactory completion of the items. In case of discrepancies between words and figures, the words shall govern, and in case of discrepancies between unit price and total, the unit price shall govern.

Bidder acknowledges that he has thoroughly reviewed the attached Notice of Inviting Bids, Instructions to Bidders, Bid Specifications and Agreement and is aware of all the requirements thereof, both stated and implied.

Accompanying this proposal is the bidder's security consisting of Bid Bond payable to the City of Pico Rivera in the amount of $10,000.00 equivalent to at least ten (10) percent of the total aggregate bid price hereof based on the quantity shown and the unit price quoted; and the undersigned bidder hereby agrees that should he be awarded a contract on the basis hereof, and thereafter fails to properly execute and return the contract agreement together with the required bonds in connection therewith within ten (10) days after it has been delivered or mailed to him or his authorized agent, the City will be damaged by the delay so caused in an amount that is impossible to definitely ascertain, bidder's security; said bidder further agrees that in such an event the amount of security shall become the property of the City and may be collected thereby, and that otherwise it shall be returned.

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

Respectfully submitted:

Signature

Title

9245 Nun St.
Pico Rivera, CA 90660
Address

Date: _____

(SEAL - if BID is by a corporation)

_____
Attest

Exhibit "B"

Mora's Equipment Construction, Inc.

Construction Progress Schedule

Date:	**Description of Work Activity**
4/18/2014	Mobilization,sawcutting, grind and overlay homebrook street

Date:	Description of work activity
4/21/2014	Demolition,framing,finishing and clean up Locations:1-8

Date	**Description of work activity**
4/21/2014	Demolition, Framing, Finishing and clean up Locations# 8-15

Date:	**Description of Work Activity**
4/22/2014	Demolition, Framing, Finishing, and Clean up Locations# 15-20

Date:	**Description of Work Activity**
4/23/2014	Demolition,Framing,Finishing, and Clean up Locations# 20-30

Date:	**Description of Work Activity**
4/24/2014	Framing, Finishing, and clean up Locations : 31-38

Date:	**Description of work activity**
4/25/2014	**Start pathway at Rio Vista Parkway**

Date:	**Description of Work Activity**
4/28/2014	Continue working in pathway at Rio vista Park

Date:	Description of work activity
4/29/2014	Demolition,Framing,Finishing and clean up Locations:38-51

Address: 9245 Nan St., Pico Rivera, CA, 90660 Phone: (562) 948-1838 Fax: (562) 395-5555

Mora's Equipment Construction, Inc.

Date:	Description of Work Activity
4/30/2014	Work on punch list items

Date:	Description of Work activity
5/1/2014	Finish punch list items and do final clean up

Address: 9245 Nan St., Pico Rivera, CA, 90660 Phone: (562) 948-1838 Fax: (562) 395-5555

ENCLOSURE 2

CITY OF PICO RIVERA

NOT TO SCALE

CIP NO. 21271 - ANNUAL SIDEWALK IMPROVEMENTS LOCATION MAP

LEGEND

- DENOTE NEW HANDICAP CURB RAMP TO RECONSTRUCT
- DENOTE BUS STOP AREA TO CONSTRUCT/RECONSTRUCT
- DENOTE AREA OF DAMAGE/NEW SIDEWALKS

REGISTERED PROFESSIONAL ENGINEER
No. 66763
Exp. 06-30-14
CIVIL
STATE OF CALIFORNIA

Prepared by: MN | Date: 01-15-14

PICO RIVERA

CITY OF PICO RIVERA
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION
CIP NO. 21271 - ANNUAL SIDEWALK IMPROVEMENTS LOCATION MAP

CITY COUNCIL **AGENDA REPORT**

To: Mayor and City Council

From: City Manager

Meeting Date: April 8, 2014

Subject: SUMMER FOOD SERVICE PROGRAM

Recommendation:

Approve submittal of the Summer Food Service Program grant application.

Fiscal Impact:

The Summer Food Service Program is not to exceed $110,000. 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 of age at Rivera Park, Smith Park, Pico Park, and Rio Hondo Park and new for this summer Pio Pico Playground and Rio Vista Park. Last summer over 26,000 breakfast and lunch meals were served through the program. The grant will reimburse the City up to $110,000 for meals and $3,000 for administrative cost.

Confirmation of the grant award is anticipated in early June.

Ronald Bates

RB:SG:ca

Attachments: 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 2014 SUMMER FOOD SERVICE PROGRAM

WHEREAS, the City Council of the City of Pico Rivera desires to offer free nutritious lunches to youth 1 to 18 years of age from June 9 to August 15, 2014; and

WHEREAS, the City of Pico Rivera has been awarded a grant from the California State Department of Education for serving free 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, THE CITY COUNCIL OF THE CITY OF PICO RIVERA DOES HEREBY RESOLVE 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 adopted Budget for 2014-2015 shall reflect revenues in account No. 010-35000 – 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 _____, 2014.

_____
Brent A. Tercero, Mayor

ATTEST:

_____
Anna M. Jerome, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY COUNCIL | AGENDA REPORT

To: Mayor and City Council

From: City Manager

Meeting Date: April 8, 2014

Subject: DURFEE AVENUE UNDERPASS PROJECT, CIP NO. 21241 - APPROVAL OF DESIGN CONCEPT

Recommendation:

Approve the recommendation of the Transportation Ad Hoc Committee to advance Design Concept Plan "1" to final design and construction for the Durfee Avenue Underpass Project.

Fiscal Impact: Amendment No. 1 (discussed below) includes Alameda Corridor East Construction Authority's funding of expenditures incurred by the City, such as for staff time and consultant services, in the delivery of the project if the expenditures qualify for reimbursement from project funds. Staff estimates $400,000 as the cost of possible City expenditures to be incurred during the design and construction phases of the project. In lieu of funding City expenditures, ACE is proposing to fund the cost of aesthetic upgrades (approximately $417,200) that are included in Concept Plan "1." At a future time, the City Council will be requested to either (a) accept ACE's proposal, or (b) fund the aesthetic upgrades.

Discussion:

In 1999, the San Gabriel Valley Council of Governments created the Alameda Corridor East Construction Authority (ACE Construction Authority) to design and construct a series of railroad crossing safety improvements and grade separation projects with a goal of improving safety and reducing traffic congestion (ACE Project). Since its inception, ACE has completed safety improvements at 39 crossings. Construction of 14 grade separations has been completed or is underway. The remaining ACE projects consist of several grade separation projects that are under design. The Durfee Avenue Underpass Project is one such project.

On November 13, 2012, the City of Pico Rivera and ACE Construction Authority approved Amendment No. 1 to Agreement No. 00-772 for the engineering, construction, financing, operation and maintenance of the Durfee Avenue Underpass Project (Durfee Underpass Project). To date, up to $79 Million in funding has been allocated to implement the project.

Design of the project is well underway. Progress to date includes (a) completion of 35% design plans, (b) completion of technical studies for Federal environmental clearance, (c) completion of a preliminary Traffic Management Plan and (d) initial discussions with all utility stakeholders. The project is now in the 65% design phase and the City must select a design concept to continue accelerating the design phase.

Two design concepts have been prepared for the project. The design concepts depict a signature underpass design with contemporary architecture (Design Concept Plan "1"), and with elements that tie to the history of the City (Design Concept Plan "2"). Design Concept Plan "1" is inspired by the art work of the new entrance monuments, as well as the contemporary railroad theme landscape design with concrete tracks. Design Concept Plan "2" is a more historic theme that ties to the railroad station that once existing near the proposed underpass location.

On March 24, 2014, staff presented two concepts for consideration to the Transportation Ad Hoc Committee. This Committee is led by Mayor Tercero and Councilmember Camacho.

The Committee selected Design Concept Plan "1." The sedimentary look of the walls shown in this concept, inspired by the new entrance monuments, was well received. The contemporary look and feel of its design was favored over the more historical look of Design Concept Plan "2." The Committee liked the column design shown in Design Concept Plan "2" and requested that the same or similar design effect be incorporated into Design Concept Plan "1." Another request was that the lettering for the "City of Pico Rivera" should be raised lettering, similar to that found on the new entrance monuments. The Ad Hoc agreed that the proposed retaining wall should have additional train-related designs to eliminate the monotony, as well as to serve as a graffiti deterrent. The artistic nature of the proposed landscape areas was also supported.

The design concepts reviewed by the Committee are attached as Enclosures 1 and 2.

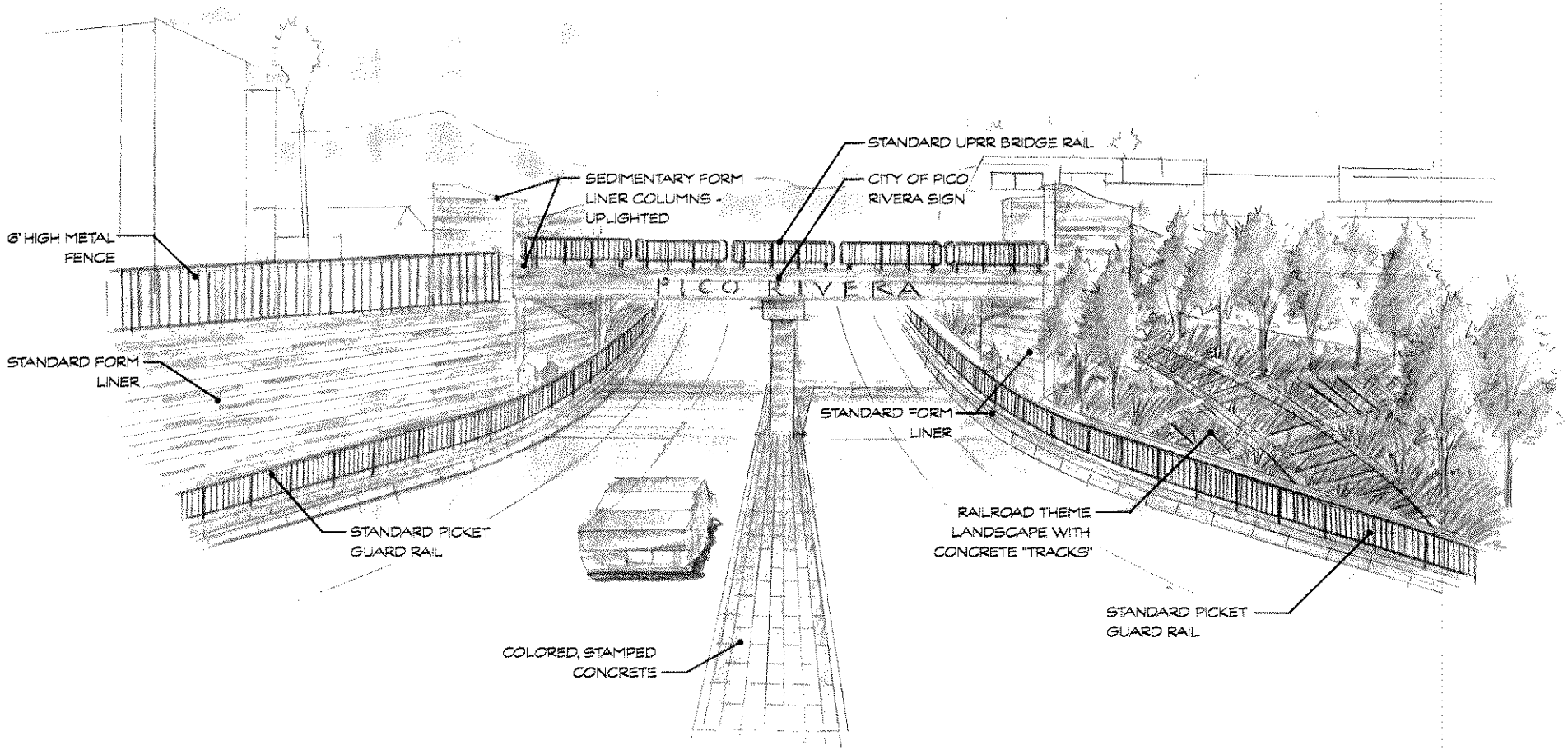
Ronald Bates

RRB:AC:JL:RG:lg

Enc

1) Design Concept Plan "1"
2) Design Concept Plan "2"
3) Vicinity Map

ENCLOSURE 1



URS RJM DESIGN GROUP

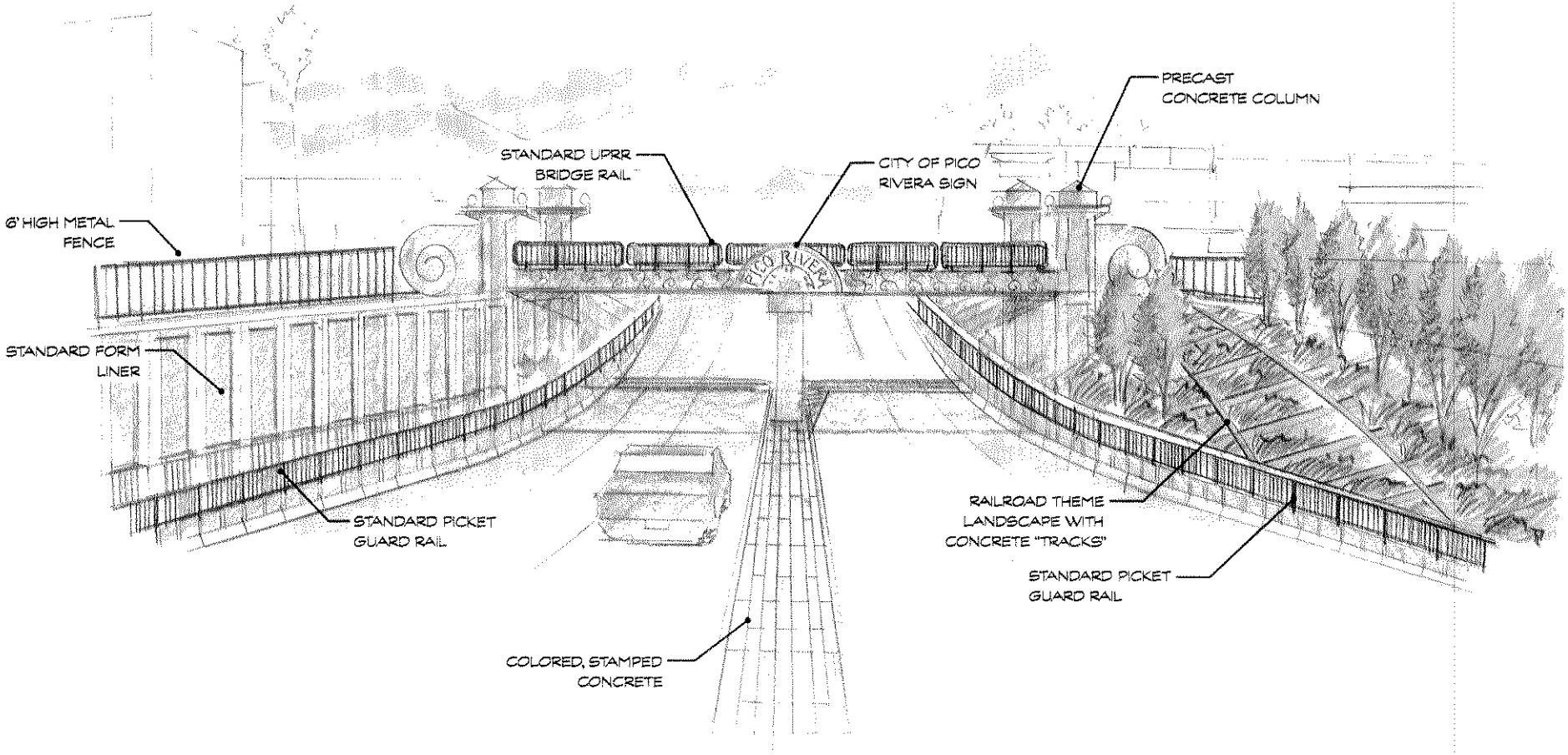
02/18/2014

VISIONING CONCEPT 1

DURFEE AVENUE GRADE SEPARATION

CITY OF PICO RIVERA

ENCLOSURE 2



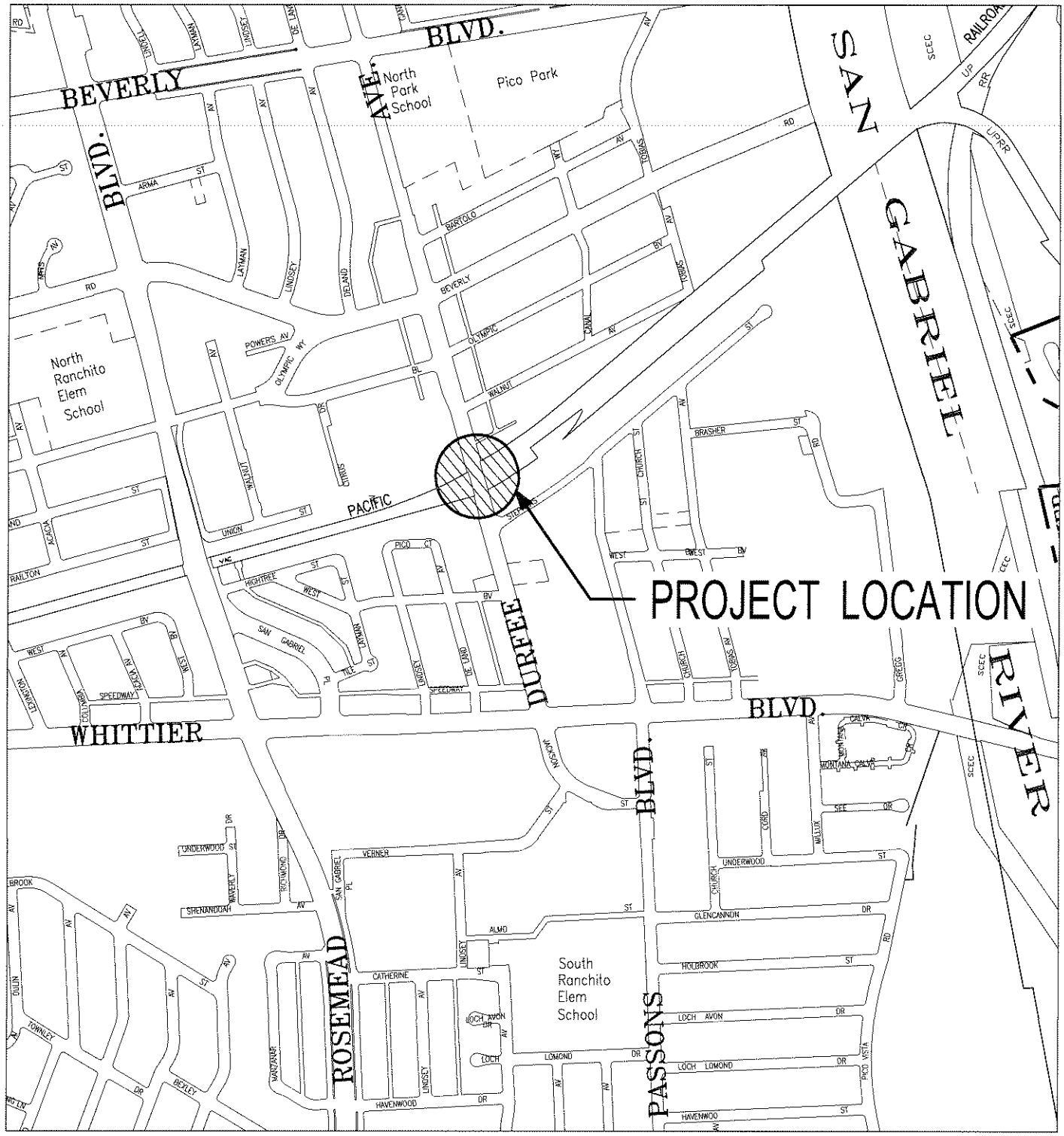
URS RJM DESIGN GROUP

02/18/2014

VISIONING CONCEPT 2

DURFEE AVENUE GRADE SEPARATION

CITY OF PICO RIVERA



LOCATION MAP
NTS

NOT TO SCALE

CITY OF PICO RIVERA

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION

DURFEE AVENUE - GRADE SEPARATION UNDERPASS

PREPARED BY: M. NGUYEN	SCALE: NOT TO SCALE	DATE: 10-31-12

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council

From: City Manager

Meeting Date: April 8, 2014

Subject: WHITTIER BOULEVARD STREET REHABILITATION PROJECT, VAN NORMAN ROAD TO PARAMOUNT BOULEVARD, CIP NO. 21246 – FINAL DESIGN CONCEPT

Recommendation:

Approve the recommendation of the Transportation Ad Hoc Committee to advance Design Concept No. 2 to final design and construction for the Whittier Boulevard Street Rehabilitation Project.

Fiscal Impact:

None.

Discussion:

The Whittier Boulevard Street Rehabilitation Project (Project) is in the City's 5-year Capital Improvement Program. This project will address infrastructure and safety issues on Whittier Boulevard, from Van Norman Road to Paramount Boulevard.

The Project will enhance the roadway corridor with a unique gateway concept that will include an entrance monument, roadway medians with landscaping, safety lighting, pavement rehabilitation, and artistic elements. A major component of the Project is to restore and beautify the Whittier Boulevard Underpass, which appears to be without proper maintenance and has become an "eye sore." Another issue at the underpass is that it lacks proper lighting.

The Transportation Ad Hoc Committee led by Mayor Tercero and Councilmember Camacho met on March 24, 2014 to review the Project, and two (2) design concepts for enhancing the underpass were presented by staff (design concept are attached as Enclosures 1 and 2).

The Ad Hoc Committee selected Design Concept Plan No. 2. This concept proposes to enhance the underpass by painting the bridge, and using a "billboard" to draw attention away from the unattractive underpass. As a secondary purpose, the billboard could be used to communicate with the public through the use of graphics. The graphics could have images or messages projecting quality of life in Pico Rivera, safety, education, a business friendly City, and more. This could help towards branding the City.

The Committee made recommendations for improving Design Concept Plan No. 2, as follows:

- Consider installing artificial landscaping on the retaining walls next to the bridge, if feasible.
- Consider installing artificial turf on the medians without jeopardizing the landscape design concepts.
- Place the billboard away from the bridge to minimize the potential for graffiti.
- Consider a color for the steel bridge similar to, or that complements, the colors used on the entrance monuments.
- Ensure compliance with color standards of the Union Pacific Railroad.
- Determine if it is feasible to cost-effectively enhance the wing walls at the underpass.

Ronald Bates

RRB:AC:JL:lg

Enc

1) Design Concept Plan No. 1
2) Design Concept Plan No. 2
3) Vicinity Map

PICO RIVERA LOGO

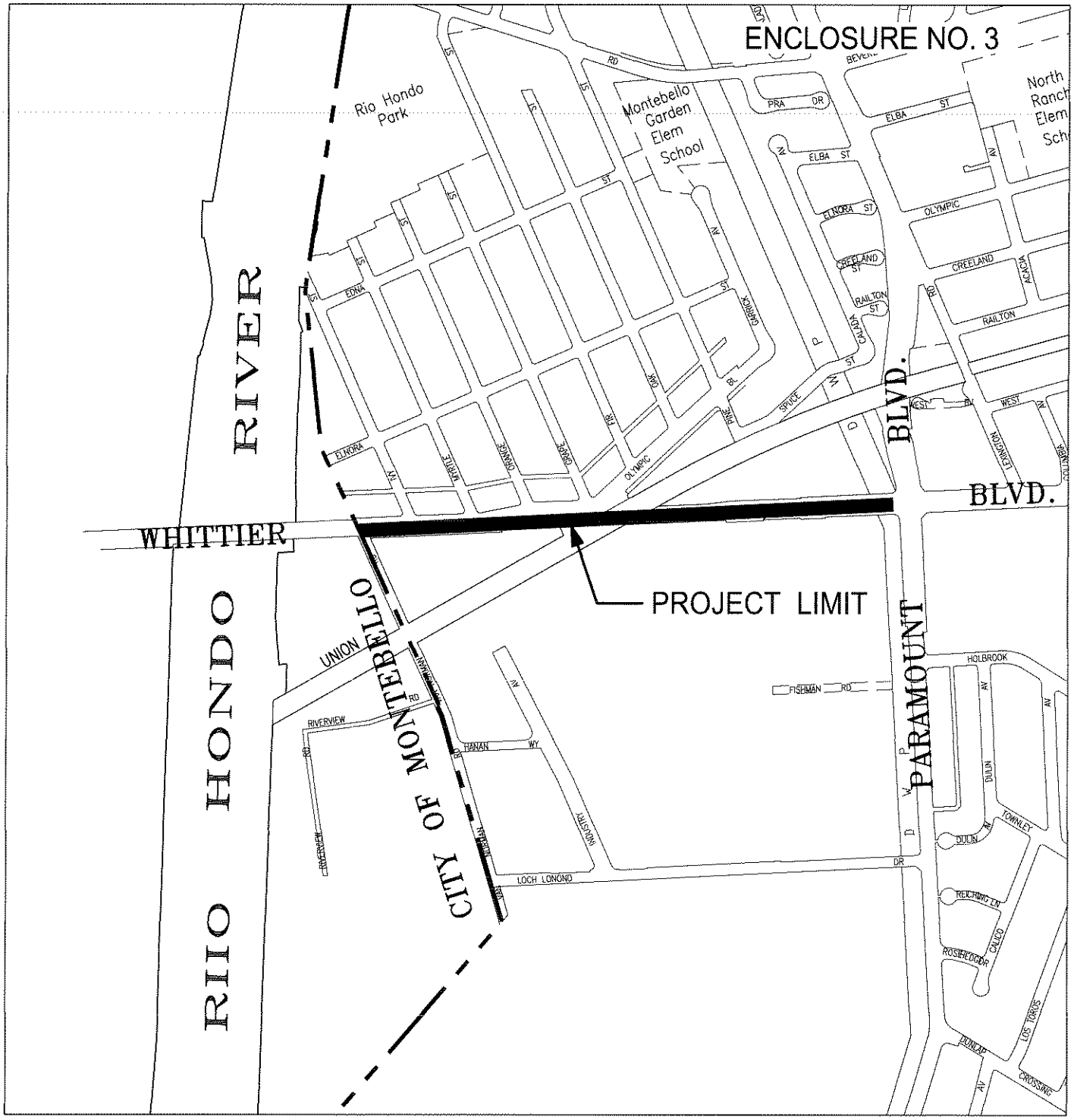
ENCLOSURE 1

THANK YOU FOR VISITING
PICO RIVERA

FOR COLOR CONTINUITY

ENCLOSURE 2

ENCLOSURE NO. 3



LEGEND:

CITY BOUNDARY

PROJECT LIMIT

LOCATION MAP
NTS

NOT TO SCALE

CITY OF PICO RIVERA

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION

WHITTIER BOULEVARD REHABILITATION - VICINITY MAP

PREPARED BY: J. LOERA	SCALE: NOT TO SCALE	DATE: 4-26-14