



Tuesday, May 13, 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 Meeting 6:00 p.m.**  
**Council Chamber**  
**6615 Passons Blvd.**

Next Resolution No. 6759  
Next Ordinance No. 1087  
Next Agreement No. 14-1483

**COMMISSIONERS SCHEDULED TO BE PRESENT:**

Esther Celiz, Planning Commission  
Rod Torres, Parks & Recreation Commission

**INVOCATION:**

**PLEDGE OF ALLEGIANCE:**

**SPECIAL PRESENTATIONS:**

- Gold Line Light Rail - Metro
- Pico Rivera Donnas – JAMZ Competition Placement: Division 10, Gremlins - 1<sup>st</sup> place; Division 8, Mascots - 1<sup>st</sup> place; and Division 11, Jr. Pee Wee - 1<sup>st</sup> place
- National Public Works Week

**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.

**PUBLIC HEARING(S):**

**1. First Reading and Public Hearing – Ordinance for Zoning Code Amendment No. 171 to Allow Instructional Tasting of Beer, Wine and Distilled Spirits in Conjunction with Certain Qualified Off-Sale Retail Licensed Businesses. (1300)**

- a. Open Hearing
- b. Memo from City Manager
- c. Written Communication(s)
- d. Oral Communication(s)
- e. Close Hearing
- f. **Recommendation:**

- 1. Adopt resolution approving Zone Code Amendment No. 171 and introduce ordinance amending Title 18 of the City of Pico Rivera Municipal Code.

Resolution No. \_\_\_\_\_ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING PLANNING COMMISSION'S RECOMMENDATION TO ADOPT ZONE CODE AMENDMENT NO. 171 AMENDING TITLE 18 OF THE PICO RIVERA MUNICIPAL CODE ALLOWING THE ISSUANCE OF A TYPE-86 INSTRUCTIONAL TASTING ALCOHOL LICENSE TO CERTAIN EXISTING OFF-SALE ESTABLISHMENTS SUBJECT TO THE ISSUANCE OF A CONDITIONAL USE PERMIT

Ordinance No. \_\_\_\_\_ AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING ZONE CODE AMENDMENT NO. 171 AMENDING TITLE 18 (ZONING) OF THE PICO RIVERA MUNICIPAL CODE ALLOWING THE ISSUANCE OF A TYPE-86 INSTRUCTIONAL TASTING ALCOHOL LICENSE TO CERTAIN EXISTING OFF-SALE ESTABLISHMENTS SUBJECT TO THE ISSUANCE OF A CONDITIONAL USE PERMIT

**2. Second Reading – Regional Water Quality Control Board – MS4 Permit Compliance – Public Hearing and Adoption of an Ordinance for the Low Impact Development Program. (500)**

- a. Open Hearing
- b. Memo from City Manager
- c. Written Communication(s)
- d. Oral Communication(s)
- e. Close Hearing
- f. **Recommendations:**

1. Open the public hearing for the adoption of the ordinance amendment to the Pico Rivera Municipal Code Title 16 Chapter 16.04, "Storm Water and Urban Runoff Pollution Prevention;
2. Adopt Ordinance No. 1086, introduced on April 22, 2014; and
3. Order the City Clerk to file certified copies of Ordinance No. 1086 as required by law.

Ordinance No. 1086 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING PICO RIVERA MUNICIPAL CODE CHAPTER 16.04, STORM WATER AND URBAN RUNOFF POLLUTION PREVENTION

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

When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks. In accordance with Government Code Section 54954.2, members of the City Council may only: **1)** respond briefly to statements made or questions posed by the public; **2)** ask a question for clarification; **3)** provide a reference to staff or other resources for factual information; **4)** request staff to report to the City Council at a subsequent meeting concerning any matter raised by the public; and **5)** direct staff to place a matter of business on a future agenda. City Council members cannot comment on items that are not listed on a posted agenda.

**CONSENT CALENDAR ITEMS:**

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

**3. Minutes:**

- City Council regular meeting of April 22, 2014; and
- City Council special meeting May 5, 2014

**Recommendation:** Approve

- Planning Commission meeting of March 3, 2014

**Recommendation:** Receive and File

**4. 18<sup>th</sup> Warrant Register of the 2013-2014 Fiscal Year. (700)**

Check Numbers: 261586-261876

Special Checks Numbers: None

**Recommendation:** Approve

**5. Landscaping and Lighting Assessment District No. 1 – Annual Renewal Consideration. (700)**

**Recommendations:**

1. Adopt resolution initiating the Fiscal Year 2014-2015, Levy of Annual Assessment and ordering the preparation of the Engineer's Report for the Landscaping and Lighting Assessment District No. 1;
2. Adopt resolution preliminarily approving the Engineer's Report for the Fiscal Year 2014-2015, levy and collection of assessments within the Landscaping and Lighting Assessment District No. 1 pursuant to the Landscaping and Lighting Act of 1972; and
3. Adopt resolution declaring the City Council's intention to levy and collect the annual assessment within the Landscaping and Lighting Assessment District No. 1 for Fiscal Year 2014-2015, pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15, of the California Streets and Highways Code, and setting June 10, 2014 as the date for the public hearing of objections thereto.

Resolution No. \_\_\_\_\_ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, INITIATING PROCEEDINGS FOR ANNUAL LEVY OF ASSESSMENTS FOR PICO RIVERA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2014-2015 AND ORDERING THE PREPARATION OF AN ENGINEERS REPORT PURSUANT TO PROVISIONS OF CALIFORNIA STREETS AND HIGHWAYS CODE DIVISION 15, PART 2

Resolution No. \_\_\_\_\_ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, FOR PRELIMINARY APPROVAL OF TH ENGINEER'S ANNUAL LEVY REPORT REGARDING PICO RIVERA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1; AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2014-15

Resolution No. \_\_\_\_\_ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, CONFIRMING THE ENGINEER'S REPORT AND DECLARING INTENTION TO LEVY ANNUAL ASSESSMENTS FOR FISCAL YEAR 2014-2015, PICO RIVERA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1

**6. Paramount/Mines Landscape Maintenance Assessment District – Annual Renewal Consideration. (700)**

**Recommendation:**

1. Adopt resolution initiating the Fiscal Year 2014-2015 Levy of Annual Assessment and ordering the preparation of the Engineer's Report for the Paramount/Mines Landscape Maintenance Assessment District;
2. Adopt resolution preliminarily approving the Engineer's Report for the Fiscal Year 2014-2015 levy and collection of assessments within the Paramount/Mines Landscape Maintenance Assessment District pursuant to the Landscaping and Lighting Act of 1972; and
3. Adopt resolution declaring the City Council's intention to levy and collect the annual assessment within the Paramount/Mines Landscape Maintenance Assessment District for Fiscal Year 2014-2015 pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15, of the California Streets and Highways Code, and setting June 10, 2014 as the date for the public hearing of objections thereto.

Resolution No. \_\_\_\_\_ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, INITIATING THE FISCAL YEAR 2014-2015 LEVY OF ANNUAL ASSESSMENT AND ORDERING THE PREPARATION OF THE ENGINEER'S REPORT FOR THE PARAMOUNT/MINES LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT

Resolution No. \_\_\_\_\_ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT REGARDING PICO RIVERA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1; AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2014-2015

Resolution No. \_\_\_\_\_ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT THE ANNUAL ASSESSMENT WITHIN THE PARAMOUNT/MINES LANDSCAPE MAINTENANCE ASSESSMENT

DISTRICT FOR FISCAL YEAR 2014-2015 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, PART 2 OF DIVISION 15, OF THE CALIFORNIA STREETS AND HIGHWAYS CODE, AND SETTING THE TIME AND PLACE OF THE HEARING ON OBJECTIONS THERETO

**7. Approval of \$30,000 in Proposition A Funds to Support the Gold Line Eastside Transit Corridor Phase 2 Extension. (700)**

**Recommendation:**

1. Approve \$30,000 in Proposition A funds in support of the Gold Line Washington Boulevard light rail alignment.

**8. Sanitary Sewer Main Maintenance Services, Sewer Lift Station Maintenance Services, and On-Call Emergency Water and Sewer Main Repairs – Award of Agreements. (500)**

**Recommendations:**

1. Award a 3-year agreement in the amount of \$515,790 to Empire Pipe Cleaning & Equipment, Inc., commencing July 1, 2014, with the option of three (3) 1-year extensions to manage the immediate and long term maintenance of the City sewer mains and manholes, and authorize the Mayor to execute an agreement in a form approved by the City Attorney;
2. Award a 3-year agreement in the amount of \$258,390 to DownStream Services, Inc., commencing July 1, 2014, with the option of three (3) 1-year extensions to manage the immediate and long term operation and maintenance of the three (3) sewer lift stations in the City sewer system, and authorize the Mayor to execute an agreement in a form approved by the City Attorney; and
3. Award 2-year agreements, in the amount of \$200,000 each to Williams Pipeline Contractors and MNR Engineering Contractors, commencing July 1, 2014, with the option of one (1) 1-year extension for on-call emergency water and sewer main repairs, and authorize the Mayor to execute the contracts in a form approved by the City Attorney.

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

**9. Equipment Purchase – Lane Striper for Public Works Department, Streets Division. (700)**

**Recommendation:**

1. Approve the purchase of a Graco RoadLazer Lane Striper, with paint gun kit and trailer, in the amount of \$43,895 from Statewide Traffic Safety & Signs.

**CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:**

**LEGISLATION:** None.

**MAYOR/COUNCILMEMBER REPORTS ON INTERGOVERNMENTAL AGENCY MEETINGS:**

**NEW BUSINESS:**

**OLD BUSINESS:**

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

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**CLOSED SESSION:**

**a. PUBLIC EMPLOYMENT**

Pursuant to Government Code Section 54957

Title: City Manager

**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 8<sup>th</sup> day of May 2014.

Dated this 8<sup>th</sup>, day of May 2014



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.



**To:** Mayor and City Council

**From:** City Manager

**Meeting Date:** May 13, 2014

**Subject:** FIRST READING AND PUBLIC HEARING – ORDINANCE FOR ZONING CODE AMENDMENT NO. 171 TO ALLOW INSTRUCTIONAL TASTINGS OF BEER, WINE AND DISTILLED SPIRITS IN CONJUNCTION WITH CERTAIN QUALIFIED OFF-SALE RETAIL LICENSED BUSINESSES

### Recommendations

Adopt Resolution approving Zone Code Amendment No. 171 and introduce Ordinance amending Title 18 of the City of Pico Rivera Municipal Code.

**Fiscal Impact:** No impact.

### Discussion:

In January 2014, staff introduced to the Planning Commission an application from Alejandro Ramirez, owner of Ramirez Liquor, to allow instructional tastings of beer, wine and distilled spirits through a Type 86 Instructional Tasting license with the California State Department of Alcoholic Beverage Control (ABC). Ramirez Liquor is a 2,400 square foot liquor store located at 9419 Slauson Avenue and has been in operation since November 2012. The owner desires to offer instructional tasting events as an economic driver to attract more clientele and to compete with the online sales market.

A Type 86 Instructional Tasting license is a secondary license issued only to the holders of a Type 20 (Off-Sale Beer and Wine) or Type 21 (Off-Sale General) license and authorizes the tasting of alcoholic beverages. ABC has numerous limitations on the operations of these tasting events. For example, tasting events cannot be conducted by the business owner or operator but rather must be conducted by alcoholic beverage manufacturers or winegrowers. Only one type of alcoholic beverage, meaning distilled spirits, wine or beer, can be offered at each event.

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CHAPTER 18 (ZONING) OF THE CITY OF PICO RIVERA MUNICIPAL CODE

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Tastings must be provided free of charge, but ABC limits the amount of tastings provided to each person. A tasting of beer is limited to eight ounces of beer per person per day. A tasting of distilled spirits shall not exceed one-fourth of one ounce and a single tasting of wine cannot exceed one ounce. Not more than three ounces of distilled spirits or wine can be provided to any person on any day. Type 86 licensees sign a contractual agreement with ABC to abide by these regulations, but as with any alcohol license, ABC does not conduct periodic inspections for compliance.

The Pico Rivera Sheriff's Station provided their input on the proposed ordinance and are opposed to allowing the consumption of alcohol anywhere other than a restaurant or nightclub. They expressed concern with the tastings being offered free of charge, the possible attraction of these events by panhandlers, possible crowd issues, with the frequency of the events and with the lack of supervision on the tasting amounts.

Based on staff research of existing businesses with instructional tasting licenses in surrounding cities, the Planning Commission supports the adoption of an ordinance which will allow certain businesses within the City to conduct instructional tasting events. The draft ordinance will allow grocery markets larger than 12,500 square feet in gross floor area and liquor store businesses, which generate a minimum of 95% of their gross sales from alcoholic beverage products, to conduct instructional tasting events subject to approval of a Conditional Use Permit. These thresholds will ensure that only larger markets and specialty liquor stores can qualify for holding these instructional tasting events.

The ordinance also includes regulations which will address some of the Planning Commission's general concerns regarding crime, underage drinking, attraction to panhandlers, etc. For example, a business must be in operation under current ownership for a minimum of one year prior to applying for the CUP for instructional tasting events; a review of the nature and number of calls for service under current ownership will be standard as part of the CUP review process to determine if there is a history of crime or public safety concerns associated with the business. Businesses whose logs for service calls reflect a pattern of alcohol and/or drug-related crimes or panhandling will not be permitted to conduct instructional tasting events.

Applicants must also have an existing CUP for off-sale alcohol sales, be in good standing with ABC and must also be located in a census tract that does not have an overconcentration of alcohol-selling businesses (both on and off-sale). If the applicant is a liquor store business, it cannot have any secondary business functions such as a check

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cashing service, delicatessen, utility bill payment services, or sell household or grocery items. If a business does not comply with these general requisites, then it cannot apply for the CUP.

Businesses which obtain the CUP are limited to not more than three instructional tasting events per week, must install security cameras and must also abide by all regulations of the Type-86 ABC alcohol license including limitations of tasting quantities and serving sizes. The City may revoke the CUP approval for any business which violates the City's or the ABC's regulations pertaining to these instructional tasting events.



Ronald Bates

RB:BM:GA:ll

Attachments:

- 1.) Resolution adopting Zone Code Amendment No. 171
- 2.) Draft Ordinance
- 3.) Minutes of the April 7, 2014 Planning Commission meeting

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA APPROVING PLANNING COMMISSION'S RECOMMENDATION TO ADOPT ZONE CODE AMENDMENT NO. 171 AMENDING TITLE 18 OF THE PICO RIVERA MUNICIPAL CODE ALLOWING THE ISSUANCE OF A TYPE-86 INSTRUCTIONAL TASTING ALCOHOL LICENSE TO CERTAIN EXISTING OFF-SALE ESTABLISHMENTS SUBJECT TO THE ISSUANCE OF A CONDITIONAL USE PERMIT**

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

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

**WHEREAS**, the Planning Commission of the City of Pico Rivera conducted a public hearing on the matter of amendment to Title 18 of the Pico Rivera Municipal Code at a legally noticed public hearing held on April 7, 2014; and

**WHEREAS**, the Planning Commission adopted Resolution No. 1217 recommending approval to the City Council for Zone Code Amendment No. 171; and

**WHEREAS**, the City Council of the City of Pico Rivera conducted a public hearing to amend Title 18 of the Pico Rivera Municipal Code at a legally noticed public hearing held on May 13, 2014; and

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

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

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

**SECTION 3.** Pursuant to Chapter 18.62, Article II of the Pico Rivera Municipal Code, the City Council of the City of Pico Rivera approves the Ordinance amending Title 18 of the Pico Rivera Municipal Code, modifying Chapters 18.40 as described in draft ordinance made an attachment to the Pico Rivera Planning Commission’s recommendation, which shall be adopted by City Council ordinance presented concurrently herewith.

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

- a) That there is a vital need to adapt allowable land uses to the changing consumer trends by amending current regulations to provide additional options to accommodate for a desirable business community to expand their services and compete with the online and competitive sales market.
- b) That the proposed Amendment will provide a means by which the City can achieve and maintain a pattern of land uses which provides diverse economic and social opportunities in compliance with Goal A of the City’s General Plan. The new provisions allowing instructional tasting events at certain supermarkets and specialty liquor stores will offer a unique additional service to residents and visitors.
- c) That the proposed Amendment is consistent with the spirit and integrity of the Pico Rivera Municipal Code as to the intent of Chapter 18.40 pertaining to the regulations of land uses.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by members of the City Council of the City of Pico Rivera, voting as follows:

\_\_\_\_\_  
Brent A. Tercero, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ana M. Jerome, City Clerk

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING ZONE CODE AMENDMENT NO. 171 AMENDING TITLE 18 (ZONING) OF THE PICO RIVERA MUNICIPAL CODE ALLOWING THE ISSUANCE OF A TYPE-86 INSTRUCTIONAL TASTING ALCOHOL LICENSE TO CERTAIN EXISTING OFF-SALE ESTABLISHMENTS SUBJECT TO THE ISSUANCE OF A CONDITIONAL USE PERMIT**

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

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

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

**SECTION 3.** The City Council finds that the amendment to the Zoning Code is consistent with the goals and policies in the General Plan in that the inclusion of instructional tasting as a conditionally permitted secondary use in conjunction with certain business establishments in commercial zoned districts will encourage diverse economic and social opportunities in the City and also allow for the development of commercial uses which complement rather than duplicate other uses in the area. The inclusion of various regulations will ensure that effective buffer areas are provided so as to prevent the creation of nuisances resulting from the permitting of instructional tasting events.

**SECTION 4.** The City Council further finds that the proposed amendment is consistent with the spirit and integrity of the Municipal Code as to the intent of Chapter 18.40 to classify, condition, regulate and limit allowable uses of land.

**SECTION 5.** Charters D and E of Chapter 18.40.040 of Title 18 of the Pico Rivera Municipal code is hereby amended as follows:

Table 18.40.040  
LAND USE CHART

D.	Land Use	Zone					
		P-A	C-M	C-N	C-C	C-G	CPD
1.	Adult uses		60				
2.	Animal hospitals		20, 23, 55, 57		20, 23, 55, 57	20, 23, 55, 57	
3.	Antique shops				12, 20, 27, 55, 57	12, 20, 27, 55, 57	1, 12, 27, 55, 57
4.	Appliance sales, rentals, repairs, service		20, 28, 55				
5.	Automotive related sales and installation		2		2	2	
6.	Automated teller machines-interior	55	55	55	55	55	1, 55
7.	Automated teller machines-exterior	61	61	61	61	61	61
8.	Automobile leasing and renting		20, 24, 51, 55		20, 24, 51, 55	20, 24, 51, 55	1, 20, 24, 51, 55
9.	Automobile parts and accessories stores		20, 29, 55, 57		20, 29, 55, 57	20, 29, 55, 57	1, 29, 55, 57
10.	Automobile repair shops		1, 28, 36		1, 28, 36	1, 28, 36	
11.	Automobile sales, new and used		2, 13, 28		2, 13, 28	2, 13, 28	
12.	Automobile service stations		1, 28		1, 19, 28	1, 19, 28	
13.	Automobile upholstery shops		2, 57		1	1	
14.	Bakeries		15, 20, 55, 57	15, 20, 55, 57	15, 20, 55, 57	15, 20, 55, 57	1, 15, 55, 57
15.	Banks, savings and loan associations, and other similar lending institutions, but excluding pawnshops	20, 55, 57, 61			20, 55, 57, 61	20, 55, 57, 61	1, 55, 57, 61
16.	Barbershops and beauty shops	20, 55, 33, 57		20, 55, 57	20, 55, 57	20, 55, 57	1, 55, 57
17.	Bars and cocktail lounges				1, 25	1, 25	1, 25
18.	Bicycle shops				20, 55, 57	20, 55, 57	1, 55, 57
19.	Bookstores	20, 55, 33, 57			20, 55, 57	20, 55, 57	1, 55, 57
20.	Bowling alleys, skating rinks and similar recreational facilities				1	2	1
21.	Building materials, new		20, 55				
22.	Business offices and services	20, 55, 57	20, 55, 57		20, 55, 57	20, 55, 57	1, 55, 57
23.	Cafés and restaurants	20, 33, 55, 56	20, 55, 56		20, 55, 56	20, 55, 56	1, 55, 56
24.	Carwashes, automatic or coin-operated only		2		1	1	

25.	Ceramics, stone, tile products		20, 55				
26.	Check cashing establishments		55, 57, 72			55, 57, 72	
27.	Childcare	1	1	1	1	1	
28.	Clothing and wearing apparel stores of new retail merchandise only				20, 55, 57	20, 55, 57	1, 55, 57
29.	Coin-operated games and game arcades		1, 53, 55, 57		1, 53, 55, 57	1, 53, 55, 57	1, 53, 55, 57
30.	Confectionery stores			20, 55, 57	20, 55, 57	20, 55, 57	1, 55, 57
31.	Craft and hobby shops				20, 55, 57	20, 55, 57	1, 55, 57
32.	Dental laboratories or scientific research centers	1					
33.	Drapery shops		17, 20, 55, 57		17, 20, 55, 57	17, 20, 55, 57	1, 17, 55, 57
34.	Dressmaking and millinery shops				17, 20, 55, 57	17, 20, 55, 57	1, 17, 55, 57
35.	Drive-in and drive-thru business establishments			1, 18, 28	1, 18, 28	1, 18, 28	1, 18, 28
36.	Drug or alcohol outpatient treatment facilities	1			1	1	
37.	Drugstore				20, 55, 57	20, 55, 57	1, 55, 57
38.	Dry cleaning, laundry and pressing establishments	20, 33			20, 55, 57	20, 55, 57	1, 55, 57
39.	Electric distribution substation	1, 55		1	1	1	
40.	Electronic components and supplies		20, 58				
41.	Equipment (light) rentals		20, 55				
42.	Florist shops	20, 33, 55, 57	20, 55, 57		20, 55, 57	20, 55, 57	1, 55, 57
43.	Food markets			20, 55, 57	20, 55, 57	20, 55, 57	1, 55, 57
44.	Fortune telling					1, 37	
45.	Fire cell generator	1, 55		1, 55	1, 55	1, 55	
46.	Furniture and appliance stores		20, 22, 55, 57		20, 22, 55, 57	20, 22, 55, 57	1, 22, 55, 57
47.	Furniture, cabinet making		20, 58				
48.	Furniture upholstery		20, 55, 57		20, 55, 57	20, 55, 57	
49.	Galleries, works of art and collections	20, 33, 55, 57			20, 55, 57	20, 55, 57	1, 55, 57
50.	Gas metering and control stations	1, 55		1	2	2	
51.	Hardware stores				20, 55, 57	20, 55, 57	1, 55, 57
52.	Hospitals	1			1	1	
53.	Hotels and motels				1	1	
54.	Jewelry stores	20, 33, 55, 57			20, 55, 57	20, 55, 57	1, 55, 57
55.	Laundromats			20, 55, 57	20, 55, 57	20, 55, 57	1, 55, 57

56.	Liquor stores, packaged off-sale only		1		1	1	1
57.	Locksmith shop		20, 55, 57		20, 55, 57	20, 55, 57	20, 55, 57
58.	Medical laboratories	2	2			2	
59.	Mobilehome sales, new and used					2, 14	
60.	Motorcycle sales, repairs, rentals, new and used		1		1	1	
61.	Muffler shops, automobile only				1	1	
62.	Multifamily dwellings	1, 34, 57			1, 34	1, 34	
63.	Newspaper publishing		1				
64.	Nurseries and retail building				20, 55	20, 55	1, 55
65.	Off-sale of alcoholic beverages at auto/service stations				1, 39	1, 39	
66.	Off-site hazardous waste facility					1, 43, 45	
67.	Off-street parking facilities privately owned and operated	2			2	2	1
68.	On-site sale or tasting of alcoholic beverages	1, 25,	1, 25		1, 25	1, 25	1, 25
69.	On-site hazardous waste facility					44, 45, 55	
70.	Packaging and assembly of non-hazardous products		20, 28, 58				
71.	Parcel delivery		1				
72.	Personal service shops and associated retail sales				20, 55, 57	20, 55, 57	1, 55, 57
73.	Pet shops and grooming				20, 55, 57	20, 55, 57	1, 55, 57
74.	Pharmacies	20, 33, 55, 57			20, 55, 57	20, 55, 57	1, 55, 57
75.	Photography studios and associated processing	20, 55, 57			20, 55, 57	20, 55, 57	1, 55, 57
76.	Picture frames and framing		20, 55, 57		20, 55, 57	20, 55, 57	1, 55, 57
77.	Printing and reproduction establishments		20, 28, 55, 57		20, 54, 55, 57	20, 54, 55, 57	1, 54, 55, 57
78.	Private clubs, fraternities, sororities, lodges and institutions of nonprofit or charitable nature				2	2	
79.	Religious places of worship	1		1	1		
80.	Resthomes	2			2	2	
81.	Satellite dish receiving antenna	30	30	30	30	30	30
82.	Shoe repair shops				20, 55, 57	20, 55, 57	
83.	Sign shops		28, 55		20, 55, 57	20, 55, 57	
84.	Small boat sales and service		20, 28, 55				
85.	Stationery stores, including incidental printing				20, 55, 57	20, 55, 57	1, 55, 57
86.	Studios, except motion picture				20, 55, 57	20, 55, 57	1, 55, 57

87.	Temporary uses	42	42	42	42	42	42
88.	Theaters				1	1	1
89.	Trade schools	1	1		1	1	1
90.	Truck, trailer, camper, recreational vehicle sales, new and used		1				
91.	Unclassified uses	1, 48	1, 48	1, 48	1, 48	1, 48	1, 48
92.	Wireless telecommunication facilities	45	45	45	45	45	45
93.	Wrought-iron work shops		20, 28, 55				
94.	Yardage stores				20, 55, 57	20, 55, 57	1, 55, 57

\* Refer to zoning administrator determinations, on file in community development department planning division.

E.	Land Use	Zone		
		I-L	I-G	IPD
1.	Assembly and packaging of nonhazardous products	58, 59, 62	58, 59, 62	1, 58, 59
2.	Auto service stations	1, 19, 39, 62	39, 62	1, 39
3.	Automated teller machines-interior	55	55	55
4.	Automobile assembly plants		58, 59, 62	1, 58, 59
5.	Automobile overhauling and major or minor repairing	20, 51, 58, 62	58, 59, 62	1, 58, 59
6.	Automobile storage		1, 64	
7.	Automotive electronics/installation and service	58, 59, 62	58, 59, 62	1, 58, 59
8.	Bottling plants	58, 59, 62	58, 59, 62	1, 58, 59
9.	Building materials sales and storage	58, 59, 62	58, 59, 62	1, 58, 59
10.	Business offices	58, 59, 62	58, 59, 62	1, 58, 59
11.	Cafes and restaurants	20, 56, 58, 62	20, 56, 62	1, 20, 56, 58
12.	Childcare			1
13.	Coin-operated games and game arcades	1, 53	1, 53	1, 53
14.	Contracting equipment storage and rental yards		58, 59, 62	1, 58, 59
15.	Distribution plants and warehouses	58, 59, 62	58, 59, 62	1, 58, 59
16.	Electric distribution substation	58, 59, 62	58, 59, 62	1, 58, 59
17.	Electric generating, transmission substation and energy support facilities	58, 59, 62	58, 59, 62	58, 59
18.	Electrical and gas appliance assembly plants	58, 59, 62	58, 59, 62	1, 58, 59
19.	Fuel cell generator	58, 59	58, 59	1, 58, 59
20.	Gas metering and control stations	58, 59, 62	58, 59, 62	1, 58, 59
21.	Industrial uses involved with on-site hazardous waste as defined in Section 18.04.613.1	2	2	2
22.	Laundries and cleaning plants	58, 59, 62	58, 59, 62	1, 58, 59
23.	Liquefied petroleum sales	2	2	2
24.	Machine shops	58, 59, 62	58, 59, 62	1, 58, 59
25.	Manufacturing of food products	58, 59, 62	58, 59, 62	1, 58, 59

26.	Manufacturing of meat, poultry, fish or similar products		2	
27.	Manufacturing of products	58, 59, 62	58, 59, 62	1, 58, 59
28.	Metallurgical testing	58, 59, 62	58, 59, 62	58, 59
29.	Newspaper publishing	2	2	2
30.	Nurseries, wholesale	58, 59, 62	58, 59, 62	1, 58, 59
31.	Off-site sale of alcoholic beverages at auto/service stations	1, 39	1, 39	1, 39
32.	Off-site hazardous waste facilities	1, 44, 45	1, 44, 45	
33.	On-site sale or tasting of alcoholic beverages	1, 25	1, 25	1, 25
34.	On-site hazardous waste facilities	44, 45, 58, 59, 62	44, 45, 58, 59, 62	1, 44, 45, 58, 59
35.	Printing, photographic and reproduction activities	58, 59, 62	58, 59, 62	1, 58, 59
36.	Public utility service yards	58, 59, 62	58, 59, 62	1, 58, 59
37.	Recycling collection facility	2, 28, 33, 58, 66, 67(a)(b)(c)(f)	2, 28, 33, 58, 66, 67(a)(b)(c)(f)	
38.	Recycling plant			
39.	Recycling station		1, 37, 66, 67(d)(f)	
40.	Religious places of worship	1	1	
41.	Retail sales			1, 46
42.	Satellite dish receiving antenna	30	30	30
43.	Scientific research centers and laboratories	58, 59, 62	58, 59, 62	1, 58, 59
44.	Sheet metal shops	58, 59, 62	58, 59, 52	1, 58, 59
45.	Sign shop	58, 59, 62	58, 59, 62	1, 58, 59
46.	Temporary uses	42	42	42
47.	Theaters, walk-in			1
48.	Trade schools, industrial oriented	2	2	
49.	Transfer, moving and storage facilities for furniture and household goods only	58, 59, 62	58, 59, 62	1, 58, 59
50.	Truck repairing, overhauling, and rental and retail sales	58, 59, 62	58, 59, 62	1, 58, 59
51.	Unclassified uses	1, 48	1, 48	1, 48
52.	Water facilities	1	2	1
53.	Wholesale sales	58, 59, 62	58, 59, 62	58, 59
54.	Wireless telecommunication facilities	65	65	65

\* Refer to zoning administrator determinations, on file in the community development department planning division.

**SECTION 6.** Note 25 of Chapter 18.40.050(C) of Title 18 of the Pico Rivera Municipal Code is hereby amended as follows:

*Note 25. On-site sale of alcoholic beverages may be conditionally permitted only when in conjunction with a ~~restaurant~~ bona fide eating establishment with primarily sit-down service. Instructional tastings of alcoholic beverages via a Type 86 license from the State Department of Alcoholic Beverage Control may be conditionally permitted only in conjunction with a grocery store or supermarket which exceeds 12,500 square feet in gross floor area, or with specialty*

liquor stores which sell beer, wine, liquor and alcoholic beverage accessories at a minimum of ninety-five percent (95%) of their total sales receipts. Instructional tasting events are not permitted in conjunction with convenience stores or, liquor stores which sell grocery items such as milk, eggs and bread, or beauty items or household goods, or which offer secondary services such as check cashing, utility bill payments, delicatessens, etc. Instructional tasting events are subject to compliance with the following:

- a. Business establishment must have a Conditional Use Permit approval for the sale of beer and wine, or for the sale of beer, wine and distilled spirits, under a Type 20 or Type 21 alcohol license with a minimum of one-year in operation under current ownership.
- b. Business establishment must be in good standing with the State of California Department of Alcoholic Beverage Control with no history of disciplinary action.
- c. A parking analysis may be required to ensure sufficient parking is provided.
- d. As determined by the State of California Department of Alcoholic Beverage Control, the business establishment cannot be located within a census tract which has an overconcentration of on-sale or off-sale alcohol licenses.
- e. As determined by local law enforcement, the business establishment cannot be located within an area with high crime rates or have a history of alcohol-related offenses.
- f. Not more than three (3) tasting events can be held per week.
- g. Installation of security cameras required. Retention of all surveillance footage for a minimum period of one week or longer may be required.
- h. All portions of the instructional tasting event shall be located indoors and shall be separated from the remainder of the off-sale licensed premises by a wall, rope, cable, cord, chain, fence, or other permanent or temporary barrier.
- i. Entertainment of any kind, including the playing of music or dancing, is prohibited.
- j. As determined by the Zoning Administrator, installation of new parking area lighting may be required if the hours of instructional tasting are proposed to occur after 7 p.m. Parking area shall be provided with a minimum illumination of 1 footcandles.
- k. Instructional tastings are not permitted in conjunction with any off-sale licensee location where vehicle fuel is sold.
- l. The instructional tasting event can only serve alcoholic beverages to an attendee of legal drinking age.
- m. Tastings of wine or distilled spirits shall be limited to not more than three tastings per person per day. A single tasting of distilled spirits shall not exceed one-fourth of one ounce and a single tasting of wine shall not exceed one ounce.
- n. Tastings of beer shall be limited to not more than eight ounces of beer per person per day.
- o. The wine, beer, or distilled spirits tasted shall be limited to the products that are authorized to be sold by the authorized licensee and the licenseholder under its off-sale license.

- p. An instructional tasting event shall be limited to a single type of alcoholic beverage. For purposes of this paragraph, "type of alcoholic beverage" means distilled spirits, wine, or beer.
- q. Business establishment must comply with Section 25503.56 of the Business and Professions Code, which regulates instructional tasting events.
- r. Business establishment must obtain a Type-86 license from the California Department of Alcoholic Beverage Control prior to conducting any instructional tasting events.

**SECTION 7.** Severability. The City Council hereby declares that it would have passed this ordinance sentence by sentence, paragraph by paragraph, and section by section and does hereby declare that the provisions of this Ordinance are severable, and if, for any reasons, any sentence, paragraph, or section of this Ordinance shall be held invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

**SECTION 8.** The City Clerk shall certify to the adoption of this Ordinance. The City Council hereby finds that there are not newspapers of general circulation published and circulated within the City. The City Clerk shall therefore cause this Ordinance to be posted in five public places within the City as specified in the Pico Rivera Municipal Code within fifteen days of its final passage and this Ordinance shall take effect thirty days following its final passage.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by members of the City Council of the City of Pico Rivera, voting as follows:

\_\_\_\_\_  
Brent A. Tercero, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING ZONE CODE AMENDMENT NO. 171 AMENDING TITLE 18 (ZONING) OF THE PICO RIVERA MUNICIPAL CODE ALLOWING THE ISSUANCE OF A TYPE-86 INSTRUCTIONAL TASTING ALCOHOL LICENSE TO CERTAIN EXISTING OFF-SALE ESTABLISHMENTS SUBJECT TO THE ISSUANCE OF A CONDITIONAL USE PERMIT**

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

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

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

**SECTION 3.** The City Council finds that the amendment to the Zoning Code is consistent with the goals and policies in the General Plan in that the inclusion of instructional tasting as a conditionally permitted secondary use in conjunction with certain business establishments in commercial zoned districts will encourage diverse economic and social opportunities in the City and also allow for the development of commercial uses which complement rather than duplicate other uses in the area. The inclusion of various regulations will ensure that effective buffer areas are provided so as to prevent the creation of nuisances resulting from the permitting of instructional tasting events.

**SECTION 4.** The City Council further finds that the proposed amendment is consistent with the spirit and integrity of the Municipal Code as to the intent of Chapter 18.40 to classify, condition, regulate and limit allowable uses of land.

**SECTION 5.** Charts D and E of Chapter 18.40.040 of Title 18 of the Pico Rivera Municipal code is hereby amended as follows:

Table 18.40.040  
LAND USE CHART

D.	Land Use	Zone					
		P-A	C-M	C-N	C-C	C-G	CPD
1.	Adult uses		60				
2.	Animal hospitals		20, 23, 55, 57		20, 23, 55, 57	20, 23, 55, 57	
3.	Antique shops				12, 20, 27, 55, 57	12, 20, 27, 55, 57	1, 12, 27, 55, 57
4.	Appliance sales, rentals, repairs, service		20, 28, 55				
5.	Automotive related sales and installation		2		2	2	
6.	Automated teller machines-interior	55	55	55	55	55	1, 55
7.	Automated teller machines-exterior	61	61	61	61	61	61
8.	Automobile leasing and renting		20, 24, 51, 55		20, 24, 51, 55	20, 24, 51, 55	1, 20, 24, 51, 55
9.	Automobile parts and accessories stores		20, 29, 55, 57		20, 29, 55, 57	20, 29, 55, 57	1, 29, 55, 57
10.	Automobile repair shops		1, 28, 36		1, 28, 36	1, 28, 36	
11.	Automobile sales, new and used		2, 13, 28		2, 13, 28	2, 13, 28	
12.	Automobile service stations		1, 28		1, 19, 28	1, 19, 28	
13.	Automobile upholstery shops		2, 57		1	1	
14.	Bakeries		15, 20, 55, 57	15, 20, 55, 57	15, 20, 55, 57	15, 20, 55, 57	1, 15, 55, 57
15.	Banks, savings and loan associations, and other similar lending institutions, but excluding pawnshops	20, 55, 57, 61			20, 55, 57, 61	20, 55, 57, 61	1, 55, 57, 61
16.	Barbershops and beauty shops	20, 55, 33, 57		20, 55, 57	20, 55, 57	20, 55, 57	1, 55, 57
17.	Bars and cocktail lounges				1, 25	1, 25	1, 25
18.	Bicycle shops				20, 55, 57	20, 55, 57	1, 55, 57
19.	Bookstores	20, 55, 33, 57			20, 55, 57	20, 55, 57	1, 55, 57
20.	Bowling alleys, skating rinks and similar recreational facilities				1	2	1
21.	Building materials, new		20, 55				
22.	Business offices and services	20, 55, 57	20, 55, 57		20, 55, 57	20, 55, 57	1, 55, 57
23.	Cafés and restaurants	20, 33, 55, 56	20, 55, 56		20, 55, 56	20, 55, 56	1, 55, 56
24.	Carwashes, automatic or coin-operated only		2		1	1	

25.	Ceramics, stone, tile products		20, 55				
26.	Check cashing establishments		55, 57, 72			55, 57, 72	
27.	Childcare	1	1	1	1	1	
28.	Clothing and wearing apparel stores of new retail merchandise only				20, 55, 57	20, 55, 57	1, 55, 57
29.	Coin-operated games and game arcades		1, 53, 55, 57		1, 53, 55, 57	1, 53, 55, 57	1, 53, 55, 57
30.	Confectionery stores			20, 55, 57	20, 55, 57	20, 55, 57	1, 55, 57
31.	Craft and hobby shops				20, 55, 57	20, 55, 57	1, 55, 57
32.	Dental laboratories or scientific research centers	1					
33.	Drapery shops		17, 20, 55, 57		17, 20, 55, 57	17, 20, 55, 57	1, 17, 55, 57
34.	Dressmaking and millinery shops				17, 20, 55, 57	17, 20, 55, 57	1, 17, 55, 57
35.	Drive-in and drive-thru business establishments			1, 18, 28	1, 18, 28	1, 18, 28	1, 18, 28
36.	Drug or alcohol outpatient treatment facilities	1			1	1	
37.	Drugstore				20, 55, 57	20, 55, 57	1, 55, 57
38.	Dry cleaning, laundry and pressing establishments	20, 33			20, 55, 57	20, 55, 57	1, 55, 57
39.	Electric distribution substation	1, 55		1	1	1	
40.	Electronic components and supplies		20, 58				
41.	Equipment (light) rentals		20, 55				
42.	Florist shops	20, 33, 55, 57	20, 55, 57		20, 55, 57	20, 55, 57	1, 55, 57
43.	Food markets			20, 55, 57	20, 55, 57	20, 55, 57	1, 55, 57
44.	Fortune telling					1, 37	
45.	Fire cell generator	1, 55		1, 55	1, 55	1, 55	
46.	Furniture and appliance stores		20, 22, 55, 57		20, 22, 55, 57	20, 22, 55, 57	1, 22, 55, 57
47.	Furniture, cabinet making		20, 58				
48.	Furniture upholstery		20, 55, 57		20, 55, 57	20, 55, 57	
49.	Galleries, works of art and collections	20, 33, 55, 57			20, 55, 57	20, 55, 57	1, 55, 57
50.	Gas metering and control stations	1, 55		1	2	2	
51.	Hardware stores				20, 55, 57	20, 55, 57	1, 55, 57
52.	Hospitals	1			1	1	
53.	Hotels and motels				1	1	
54.	Jewelry stores	20, 33, 55, 57			20, 55, 57	20, 55, 57	1, 55, 57
55.	Laundromats			20, 55, 57	20, 55, 57	20, 55, 57	1, 55, 57

56.	Liquor stores, packaged off-sale only		1		1	1	1
57.	Locksmith shop		20, 55, 57		20, 55, 57	20, 55, 57	20, 55, 57
58.	Medical laboratories	2	2			2	
59.	Mobilehome sales, new and used					2, 14	
60.	Motorcycle sales, repairs, rentals, new and used		1		1	1	
61.	Muffler shops, automobile only				1	1	
62.	Multifamily dwellings	1, 34, 57			1, 34	1, 34	
63.	Newspaper publishing		1				
64.	Nurseries and retail building				20, 55	20, 55	1, 55
65.	Off-sale of alcoholic beverages at auto/service stations				1, 39	1, 39	
66.	Off-site hazardous waste facility					1, 43, 45	
67.	Off-street parking facilities privately owned and operated	2			2	2	1
68.	On-site sale or tasting of alcoholic beverages	1, 25,	1, 25		1, 25	1, 25	1, 25
69.	On-site hazardous waste facility					44, 45, 55	
70.	Packaging and assembly of non-hazardous products		20, 28, 58				
71.	Parcel delivery		1				
72.	Personal service shops and associated retail sales				20, 55, 57	20, 55, 57	1, 55, 57
73.	Pet shops and grooming				20, 55, 57	20, 55, 57	1, 55, 57
74.	Pharmacies	20, 33, 55, 57			20, 55, 57	20, 55, 57	1, 55, 57
75.	Photography studios and associated processing	20, 55, 57			20, 55, 57	20, 55, 57	1, 55, 57
76.	Picture frames and framing		20, 55, 57		20, 55, 57	20, 55, 57	1, 55, 57
77.	Printing and reproduction establishments		20, 28, 55, 57		20, 54, 55, 57	20, 54, 55, 57	1, 54, 55, 57
78.	Private clubs, fraternities, sororities, lodges and institutions of nonprofit or charitable nature				2	2	
79.	Religious places of worship	1		1	1		
80.	Resthomes	2			2	2	
81.	Satellite dish receiving antenna	30	30	30	30	30	30
82.	Shoe repair shops				20, 55, 57	20, 55, 57	
83.	Sign shops		28, 55		20, 55, 57	20, 55, 57	
84.	Small boat sales and service		20, 28, 55				
85.	Stationery stores, including incidental printing				20, 55, 57	20, 55, 57	1, 55, 57
86.	Studios, except motion picture				20, 55, 57	20, 55, 57	1, 55, 57

87.	Temporary uses	42	42	42	42	42	42
88.	Theaters				1	1	1
89.	Trade schools	1	1		1	1	1
90.	Truck, trailer, camper, recreational vehicle sales, new and used		1				
91.	Unclassified uses	1, 48	1, 48	1, 48	1, 48	1, 48	1, 48
92.	Wireless telecommunication facilities	45	45	45	45	45	45
93.	Wrought-iron work shops		20, 28, 55				
94.	Yardage stores				20, 55, 57	20, 55, 57	1, 55, 57

\* Refer to zoning administrator determinations, on file in community development department planning division.

E.	Land Use	Zone		
		I-L	I-G	IPD
1.	Assembly and packaging of nonhazardous products	58, 59, 62	58, 59, 62	1, 58, 59
2.	Auto service stations	1, 19, 39, 62	39, 62	1, 39
3.	Automated teller machines-interior	55	55	55
4.	Automobile assembly plants		58, 59, 62	1, 58, 59
5.	Automobile overhauling and major or minor repairing	20, 51, 58, 62	58, 59, 62	1, 58, 59
6.	Automobile storage		1, 64	
7.	Automotive electronics/installation and service	58, 59, 62	58, 59, 62	1, 58, 59
8.	Bottling plants	58, 59, 62	58, 59, 62	1, 58, 59
9.	Building materials sales and storage	58, 59, 62	58, 59, 62	1, 58, 59
10.	Business offices	58, 59, 62	58, 59, 62	1, 58, 59
11.	Cafes and restaurants	20, 56, 58, 62	20, 56, 62	1, 20, 56, 58
12.	Childcare			1
13.	Coin-operated games and game arcades	1, 53	1, 53	1, 53
14.	Contracting equipment storage and rental yards		58, 59, 62	1, 58, 59
15.	Distribution plants and warehouses	58, 59, 62	58, 59, 62	1, 58, 59
16.	Electric distribution substation	58, 59, 62	58, 59, 62	1, 58, 59
17.	Electric generating, transmission substation and energy support facilities	58, 59, 62	58, 59, 62	58, 59
18.	Electrical and gas appliance assembly plants	58, 59, 62	58, 59, 62	1, 58, 59
19.	Fuel cell generator	58, 59	58, 59	1, 58, 59
20.	Gas metering and control stations	58, 59, 62	58, 59, 62	1, 58, 59
21.	Industrial uses involved with on-site hazardous waste as defined in Section 18.04.613.1	2	2	2
22.	Laundries and cleaning plants	58, 59, 62	58, 59, 62	1, 58, 59
23.	Liquefied petroleum sales	2	2	2
24.	Machine shops	58, 59, 62	58, 59, 62	1, 58, 59
25.	Manufacturing of food products	58, 59, 62	58, 59, 62	1, 58, 59

26.	Manufacturing of meat, poultry, fish or similar products		2	
27.	Manufacturing of products	58, 59, 62	58, 59, 62	1, 58, 59
28.	Metallurgical testing	58, 59, 62	58, 59, 62	58, 59
29.	Newspaper publishing	2	2	2
30.	Nurseries, wholesale	58, 59, 62	58, 59, 62	1, 58, 59
31.	Off-site sale of alcoholic beverages at auto/service stations	1, 39	1, 39	1, 39
32.	Off-site hazardous waste facilities	1, 44, 45	1, 44, 45	
33.	On-site sale or tasting of alcoholic beverages	1, 25	1, 25	1, 25
34.	On-site hazardous waste facilities	44, 45, 58, 59, 62	44, 45, 58, 59, 62	1, 44, 45, 58, 59
35.	Printing, photographic and reproduction activities	58, 59, 62	58, 59, 62	1, 58, 59
36.	Public utility service yards	58, 59, 62	58, 59, 62	1, 58, 59
37.	Recycling collection facility	2, 28, 33, 58, 66, 67(a)(b)(c)(f)	2, 28, 33, 58, 66, 67(a)(b)(c)(f)	
38.	Recycling plant			
39.	Recycling station		1, 37, 66, 67(d)(f)	
40.	Religious places of worship	1	1	
41.	Retail sales			1, 46
42.	Satellite dish receiving antenna	30	30	30
43.	Scientific research centers and laboratories	58, 59, 62	58, 59, 62	1, 58, 59
44.	Sheet metal shops	58, 59, 62	58, 59, 52	1, 58, 59
45.	Sign shop	58, 59, 62	58, 59, 62	1, 58, 59
46.	Temporary uses	42	42	42
47.	Theaters, walk-in			1
48.	Trade schools, industrial oriented	2	2	
49.	Transfer, moving and storage facilities for furniture and household goods only	58, 59, 62	58, 59, 62	1, 58, 59
50.	Truck repairing, overhauling, and rental and retail sales	58, 59, 62	58, 59, 62	1, 58, 59
51.	Unclassified uses	1, 48	1, 48	1, 48
52.	Water facilities	1	2	1
53.	Wholesale sales	58, 59, 62	58, 59, 62	58, 59
54.	Wireless telecommunication facilities	65	65	65

\* Refer to zoning administrator determinations, on file in the community development department planning division.

**SECTION 6.** Note 25 of Chapter 18.40.050(C) of Title 18 of the Pico Rivera Municipal Code is hereby amended as follows:

*Note 25. On-site sale of alcoholic beverages may be conditionally Ppermitted only when in conjunction with a ~~restaurant~~ bona fide eating establishment with primarily sit-down service. Instructional tastings of alcoholic beverages via a Type 86 license from the State Department of Alcoholic Beverage Control may be conditionally permitted only in conjunction with a grocery store or supermarket which exceeds 12,500 square feet in gross floor area, or with specialty*

liquor stores which sell beer, wine, liquor and alcoholic beverage accessories at a minimum of ninety-five percent (95%) of their total sales receipts. Instructional tasting events are not permitted in conjunction with convenience stores or, liquor stores which sell grocery items such as milk, eggs and bread, or beauty items or household goods, or which offer secondary services such as check cashing, utility bill payments, delicatessens, etc. Instructional tasting events are subject to compliance with the following:

- a. Business establishment must have a Conditional Use Permit approval for the sale of beer and wine, or for the sale of beer, wine and distilled spirits, under a Type 20 or Type 21 alcohol license with a minimum of one-year in operation under current ownership.
- b. Business establishment must be in good standing with the State of California Department of Alcoholic Beverage Control with no history of disciplinary action.
- c. A parking analysis may be required to ensure sufficient parking is provided.
- d. As determined by the State of California Department of Alcoholic Beverage Control, the business establishment cannot be located within a census tract which has an overconcentration of on-sale or off-sale alcohol licenses.
- e. As determined by local law enforcement, the business establishment cannot be located within an area with high crime rates or have a history of alcohol-related offenses.
- f. Not more than three (3) tasting events can be held per week.
- g. Installation of security cameras required. Retention of all surveillance footage for a minimum period of one week or longer may be required.
- h. All portions of the instructional tasting event shall be located indoors and shall be separated from the remainder of the off-sale licensed premises by a wall, rope, cable, cord, chain, fence, or other permanent or temporary barrier.
- i. Entertainment of any kind, including the playing of music or dancing, is prohibited.
- j. As determined by the Zoning Administrator, installation of new parking area lighting may be required if the hours of instructional tasting are proposed to occur after 7 p.m. Parking area shall be provided with a minimum illumination of 1 footcandles.
- k. Instructional tastings are not permitted in conjunction with any off-sale licensee location where vehicle fuel is sold.
- l. The instructional tasting event can only serve alcoholic beverages to an attendee of legal drinking age.
- m. Tastings of wine or distilled spirits shall be limited to not more than three tastings per person per day. A single tasting of distilled spirits shall not exceed one-fourth of one ounce and a single tasting of wine shall not exceed one ounce.
- n. Tastings of beer shall be limited to not more than eight ounces of beer per person per day.
- o. The wine, beer, or distilled spirits tasted shall be limited to the products that are authorized to be sold by the authorized licensee and the licenseholder under its off-sale license.

- p. An instructional tasting event shall be limited to a single type of alcoholic beverage. For purposes of this paragraph, "type of alcoholic beverage" means distilled spirits, wine, or beer.
- q. Business establishment must comply with Section 25503.56 of the Business and Professions Code, which regulates instructional tasting events.
- r. Business establishment must obtain a Type-86 license from the California Department of Alcoholic Beverage Control prior to conducting any instructional tasting events.

**SECTION 7.** Severability. The City Council hereby declares that it would have passed this ordinance sentence by sentence, paragraph by paragraph, and section by section and does hereby declare that the provisions of this Ordinance are severable, and if, for any reasons, any sentence, paragraph, or section of this Ordinance shall be held invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

**SECTION 8.** The City Clerk shall certify to the adoption of this Ordinance. The City Council hereby finds that there are not newspapers of general circulation published and circulated within the City. The City Clerk shall therefore cause this Ordinance to be posted in five public places within the City as specified in the Pico Rivera Municipal Code within fifteen days of its final passage and this Ordinance shall take effect thirty days following its final passage.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by members of the City Council of the City of Pico Rivera, voting as follows:

\_\_\_\_\_  
Brent A. Tercero, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**



PLANNING COMMISSION

MINUTES

Monday, April 7, 2014

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

**STAFF PRESENT:**

Ben Martinez, Director  
Julia Gonzalez, Deputy Director  
Guille Aguilar, Senior Planner  
John Lam, City Attorney

**ROLL CALL:**

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

**ABSENT:** None.

**FLAG SALUTE:** Led by Commissioner Celiz

**APPROVAL OF MINUTES:**

March 3, 2014

Motion to approve the minutes was made by Commissioner Elisaldez and seconded by Commissioner Celiz:

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

**PUBLIC HEARING:**

CONTINUED PUBLIC HEARING - ZONING CODE AMENDMENT NO. 171  
TO ALLOW INSTRUCTIONAL TASTINGS OF BEER, WINE AND DISTILLED  
SPIRITS IN CONJUNCTION WITH CERTAIN QUALIFIED OFF-SALE RETAIL  
LICENSED BUSINESSES

Project Planner: Guille Aguilar  
Senior Planner

Senior Planner Aguilar presented the staff report. Alejandro Ramirez, owner of Ramirez Liquor, initiated this code amendment so that he can offer instructional tasting events via a type 86 alcohol license from the Department of Alcoholic Beverage Control. Staff's recommendation was to adopt a resolution recommending City Council of a code amendment which will allow instructional tastings of beer, wine and distilled spirits.

Senior Planner Aguilar explained some of the state's regulations over instructional tasting events. The state only allows type 86 licenses to be issued to warehouse clubs, liquor stores, markets, and some convenience stores. It does not allow them at gas stations, unless the gas station has a retail sales area of 10,000 sq. ft. or larger. The tasting events must be conducted by the beverage manufacturer. There must be a temporary separation of the tasting area while the event is taking place. There is a limit of one event per day and only one type of alcohol may be served. The hours of the events may run from 10 a.m. to 9 p.m. There is to be no charge for the tastings. Beer is limited to eight ounces per person, per day, and wine and distilled spirits are limited to three tastings per day, with one tasting of distilled spirits being one fourth of an ounce, and one serving of wine being one ounce.

Senior Planner Aguilar then explained some of the past research completed by staff. Three law enforcement stations for three cities that conduct these instructional tasting events were contacted. None of the three businesses have had any law enforcement issues. In regards to monitoring, Senior Planner Aguilar explained there is a one-time inspection at the time of the application. Inspections run only on a complaint basis once the license is issued. With regards to marketing, Senior Planner Aguilar explained that the purchase price of the alcohol being served in the event cannot be included in the advertisement. Both the business and the beverage manufacturer can do the advertising of the event. There are no geographic restrictions of where the advertising can be marketed to.

Senior Planner Aguilar explained that Ramirez Liquor has not had any alcohol-related calls for service since it began operation in 2013. There was only one call for service which was in regards to a dispute outside the store. However, the Sheriff's Station is concerned with the tastings being offered free of charge, potential attraction to panhandlers and crowds, and the frequency of the events. Crime reports for the Boyle Heights Ramirez Liquor location was requested from the Hollenbeck Station, but was never received. Crime rates of the previous liquor store at the current Ramirez Liquor's Pico Rivera location, Slauson Liquor and Market from 2007 to 2011. From 2009 to 2011, two service calls were received. One for potential credit card fraud and one for a

person being under the influence.

As requested by the Commission, Ramirez Liquor turned in a potential vendors list that was requested by the Commission. The list included 12 vendors, which included one winery, two breweries, and several distilled spirits importers and beer distributors.

Staff's recommendation is to allow instructional tasting events subject to a conditional use permit. The CUP would only be issued to supermarkets that are larger than 12,500 sq. ft., or to liquor store businesses which have a minimum of 95 percent alcohol sales or greater. The business must also be in operation for a minimum of one year. If there have been any calls for service, staff would evaluate the calls for any issues. The stores must also be in good standing with ABC, and cannot be in an over proliferated census tract. They cannot be in an area with high crime, which will be determined by the Sheriff's station. The businesses will be limited to three tasting events per week, and City staff has the discretion of requiring a parking analysis or parking improvements. There cannot be any music or entertainment.

Commissioner Celiz asked how many alcohol serving places would register the census tract's over proliferation.

Senior Planner Aguilar responded that alcohol serving businesses would be a liquor store, and in the census tract there is only one, Ramirez Liquor. For restaurants or bars, a maximum of three are allowed, and in that census tract there is zero.

Commissioner Celiz asked how far the census tract covers.

Senior Planner Aguilar responded that the tract covers from Passons on the east, Slauson on the south, Washington to the north, and the river is the east boundary.

City Attorney John Lam responded that the census tracts are created by the federal government and they try to create the tracts to round up the same number of population for each tract.

Commissioner Celiz stated that when she goes to this area to go to the Pollo Loco, there is always trucks that take up to four parking spaces of the liquor store. Commissioner Celiz also expressed concern with insufficient parking at center where Ramirez Liquor is located and also stated that the exit onto Slauson Avenue is dangerous area.

Commissioner Elisaldez asked if the liquor store only had access to deliveries in the front.

Alejandro Ramirez, the applicant stated that yes, there is only access for deliveries in the front.

Commissioner Zermeno asked if the deliveries are done in the mornings.

Alejandro Ramirez responded that yes, deliveries are done in the mornings, and if this becomes a concern, they can narrow the deliveries down to a specific time.

Mr. Ramirez stated that since the deliveries are done in the a.m., the tastings would be done in the afternoon.

Commissioner Elisaldez asked if the deliveries have been a problem since Ramirez Liquor has been at this location.

Mr. Ramirez responded that the deliveries have not been a problem since deliveries are in the morning and the peak hours of the surrounding stores in the center are during lunch time and in the evening hours. The original delivery time was initially 7 a.m. and was changed to 10 a.m. because Ramirez Liquor does not open until 10 a.m.

Commissioner Gomez asked if anyone over the age of 21 could walk in and taste.

Elizabeth Peterson, the applicant's consultant, stated that the tasting is in a limited area. The maximum number of people that could taste at one time would be approximately 20 people.

Commissioner Gomez asked if they would be set up as a type of class.

Ms. Peterson replied that the tastings are very educational. The vendors, which conduct the tastings, talk about what goes into their product and how it feels on the palate and are very informative.

Commissioner Garcia asked who is going to determine if a potential customer has had too much to drink.

Ms. Peterson responded that all the employees are trained in service and in looking at a potential customer. They are trained by ABC, and Ramirez Liquor also provides in-house training to their employees.

Commissioner Garcia asked Senior Planner Aguilar if any gas stations in Pico Rivera meet the criteria to conduct tasting events.

Senior Planner Aguilar replied that the draft ordinance prohibits these types of events at any gas station within our City.

Commissioner Garcia asked if there is any potential for the City to be liable in allowing these types of tastings.

City Attorney Lam responded that there is no City liability for issuing these permits.

Commissioner Elisaldez stated that the two recommendations for the Soto Street store are coming from two catholic schools. These two endorsements show this is a good business. This store will bring a new dynamic to the City.

Commissioner Garcia asked how many tasting events would be permitted per year.

Senior Planner responded that up to three events per week would be allowed.

Commissioner Garcia asked the applicant about his business plan for the number and frequency of events.

Mr. Ramirez responded that they are looking to have the events on weekends, typically on Fridays and Saturdays.

There being no further questions, it was motioned by Commissioner Elisaldez, seconded by Commissioner Zermeno to close the public hearing.

It was then motioned to recommend the approval of zone code by Commissioner Zermeno, seconded by Commissioner Elisaldez.

Motioned carried by the following roll call vote:

<b>AYES:</b>	Commissioners Celiz, Elisaldez, Garcia, Gomez, Zermeno
<b>NOES:</b>	None
<b>ABSTAIN:</b>	None
<b>ABSENT:</b>	None

Chairperson Garcia asked for the record, if the applicant accepted the terms as discussed.

City Attorney John Lam clarified that the applicant wasn't applying for the CUP application, this is for the zone change and at some time they would need to come back for the actual CUP.

**PUBLIC COMMENTS – NON-AGENDA ITEMS:** None.

**NEW BUSINESS:**

- a.) REVIEW OF HEDGE, WALL AND FENCE REGULATIONS AS THEY PERTAIN TO INDUSTRIAL ZONED PROPERTIES

**Project Planner:** Lina Chung  
Planning Intern

Planning Intern Lina Chung presented the staff report. Staff would like to conduct further research to initiate a zone code amendment to revise current hedge, wall, and fence regulations.

The current regulation for height restrictions for hedges states that hedges located behind the front yard building setback are restricted in height to six feet. Staff would like to review hedge height restrictions to allow owners to experience greater privacy that will not detract from neighborhood aesthetics or quality of life.

Current wall regulations state the commercial and industrial zoned properties next to residential neighborhoods where an alley intervenes are required to construct a six feet solid masonry wall. Staff is recommending to restrict the construction of the wall to the commercial/industrial side only. This will restrict sole responsibility of maintaining the wall to the commercial property owners.

The current height restrictions for fences in industrial zones are restricted to six feet in height. Staff will research an appropriate height increase that will enhance privacy and security for industrial zoned properties, but will not detract from driver visibility.

There being no questions, it was motioned by Commissioner Celiz, seconded by Commissioner Gomez to recommend staff revise the hedge, wall and fence regulations as they pertain to industrial zoned properties.

Motioned carried by the following roll call vote:

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

b.) INITIATE A GENERAL PLAN AMENDMENT TO AMEND STREET WIDTHS FOR THE DURFEE AVENUE CORRIDOR

Deputy Director Julia Gonzalez presented the staff report. The City of Pico Rivera was awarded \$78.4 million for a grade separated underpass for Union Pacific railroad track on Durfee Avenue, between Beverly Road and Whittier Boulevard. The funds were awarded by the Alameda Corridor-East Construction Authority (ACE) which was created by the San Gabriel Council of Governments. The project is currently in preliminary engineering and design stages. The purpose of the project is for safety and to improve traffic.

The General Plan dictates the street widths, but due to the current design phase of this project, ACE is asking the City to show the preferable outcome of street widths. This is the reason staff is requesting the amendment to the General Plan.

Commissioner Elisaldez asked how the street widths affect any of the business owners or homeowners.

Deputy Director Gonzalez responded that there will be some property takings in order to widen the street widths. This is currently in the preliminary stages.

Commissioner Elisaldez asked how many homes are targeted or how much property will be taken.

Director Martinez replied that no homes will be impacted. However, none of this has been finalized, it is still in the design phase. Director Martinez stated the project will only acquire property as needed for the project.

Commissioner Zermeno asked if this will be an overpass or underpass.

Deputy Director Gonzalez responded this will be an underpass.

Commissioner Zermeno stated some of the businesses near this area are currently empty buildings.

Director Martinez stated no acquisitions have been finalized.

Deputy Director Gonzalez stated that commencement is estimated for mid 2016.

Director Martinez stated we should hear about the final acquisition plan in the coming year.

Commissioner Celiz stated that at the Parsons Underpass Project they saved businesses and beautified the area.

Commissioner Elisaldez stated that due to staff's due diligence, the City was awarded the funding.

It was then motioned by Commissioner Celiz, seconded by Commissioner Elisaldez to initiate a General Plan Amendment to review that appropriateness of the street widths within the Durfee Avenue Corridor.

Motioned carried by the following roll call vote:

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

**CONTINUED/OLD BUSINESS:** None.

**PLANNING COMMISSION REPORTS:**

PLANNING COMMISSION REPRESENTATIVE TO THE CITY COUNCIL MEETING OF Tuesday, April 8, 2014 - Commissioner Gomez confirmed his attendance.

Chairperson Garcia stated he has seen graffiti popping up throughout the City. Chairperson Garcia is requesting the graffiti hotline number.

Director Martinez stated staff will forward the number to all Commissioners and will let Public Works staff know to keep an eye out for the graffiti throughout the south side of the City.

Commissioner Zermeno asked when the Norm's opening would take place.

Director Martinez responded that Norm's will have a grand opening towards late May. They will put together an event where some public officials will attend and help staff train.

Commissioner Gomez asked if he could receive the City Manager's report.

Director Martinez stated we will provide the report to the Planning Commissioners.

There being no further business the Planning Commission meeting was adjourned at 6:43 p.m.



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Ruben L. Garcia, Chairperson

**ATTEST:**

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



**To:** Mayor and City Council  
**From:** City Manager  
**Meeting Date:** May 13, 2014  
**Subject:** SECOND READING - REGIONAL WATER QUALITY CONTROL BOARD - MS4 PERMIT COMPLIANCE – PUBLIC HEARING AND ADOPTION OF AN ORDINANCE FOR THE LOW IMPACT DEVELOPMENT PROGRAM

**Recommendation:**

- 1) Open the public hearing for the adoption of the ordinance amendment to the Pico Rivera Municipal Code Title 16 Chapter 16.04, "Storm Water and Urban Runoff Pollution Prevention";
- 2) Adopt Ordinance No. 1086, introduced on April 22, 2014; and
- 3) Order the City Clerk to file certified copies of Ordinance No. 1086 as required by law.

**Fiscal Impact:** There may be an increase in cost for future private and public improvement projects as a result of approving the above recommended actions. The additional cost will primarily consist of funding for improvements required to meet storm water quality standards.

**Discussion:**

At the City Council meeting of April 22, 2014, Ordinance No. 1086 was introduced to amend Pico Rivera Municipal Code Title 16 Chapter 16.04, "Storm Water and Urban Runoff Pollution Prevention". A Low Impact Development (LID) Program will be incorporated to comply with the new MS4 Permit (LARWQCB Order No. R-2012-0175), adopted by the Los Angeles Regional Water Quality Control Board (LARWQCB) on November 8, 2012.

The LID Program uses smart-growth practices and standards for storm water pollution mitigation for new development and redevelopment projects. Qualifying developments will be required to implement storm water quality mitigation measures.

COUNCIL AGENDA REPORT – MTG. OF 05/13/14  
SECOND READING - REGIONAL WATER QUALITY CONTROL BOARD - MS4 PERMIT  
COMPLIANCE – PUBLIC HEARING AND ADOPTION OF AN ORDINANCE FOR THE  
LOW IMPACT DEVELOPMENT PROGRAM  
Page 2 of 2

Instead of stating the entire LID Program in the ordinance, staff will implement a guidance manual (Pico Rivera LID Guidance Manual). The manual contains the information that will be needed by the public to comply with the LID Program. The manual is designed to minimize costs impacts, maintenance and enforcement. For example, the program includes low cost treatment systems that are easier for owners/developers to install and maintain and minimize the need for City inspections and enforcement.

Ordinance No. 1086 will become effective 30 days from its adoption.

A public hearing notice was published in the Whittier Daily News on May 1 and 8, 2014.



Ronald Bates

RRB:RG:GD:lg

Enc.

- 1) Notice of Public Hearing
- 2) Ordinance - Low Impact Development
- 3) Low Impact Development Guidance Manual

Legal Notice	Legal Notice
<b>CITY OF PICO RIVERA</b>	
<b>NOTICE OF PUBLIC HEARING</b>	
<p>NOTICE IS HEREBY GIVEN pursuant to requirements of California Government Code Section 6062(a) the City Council of Pico Rivera, California will conduct a public hearing for the proposed amendment to Pico Rivera Municipal Code Chapter 16.04, Storm Water and Urban Runoff Pollution Prevention. A copy of the ordinance may be reviewed at the City Clerk's office during normal business hours.</p>	
<p>Location: Pico Rivera City Hall Council Chamber 6615 Passons Boulevard Pico Rivera, Ca 90660</p>	
<p>Date and Time: Tuesday, May 13, 2014 at 6:00 P.M.</p>	
<p>Written and oral statements from any interested person or group regarding the proposed formation will be received at the hearing for entry into the hearing record. Written statements concerning this proposed project may be submitted to the City Clerk's Office for inclusion into the hearing record. Statements should be mailed to:</p>	
<p>Anna M. Jerome City Clerk City of Pico Rivera 6615 Passons Blvd. Pico Rivera, CA 90660</p>	
<p>Dated: April 29, 2014.</p>	
<p>Anna M. Jerome, City Clerk City of Pico Rivera, California</p>	
<p>Published: May 1, 8, 2014 Whittier Daily News Ad#514331</p>	

**ORDINANCE NO. 1086****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING PICO RIVERA MUNICIPAL CODE CHAPTER 16.04, STORM WATER AND URBAN RUNOFF POLLUTION PREVENTION**

**WHEREAS**, the City is authorized by Article XI, Section 5 and Section 7 of the State Constitution to exercise the police power of the State by adopting regulations to promote public health, public safety and general prosperity; and

**WHEREAS**, the City is a permittee under the California Regional Water Quality Control Board, Los Angeles Region Order No. R4-2012-0175, issued on November 08, 2012, which establishes Waste Discharge Requirements for Municipal Separate Storm Sewer Systems (MS4) Discharges within the Coastal Watersheds of Los Angeles County, except those discharges originating from the City of Pico Rivera; and

**WHEREAS**, the MS4 Permit requires the adoption of an Low Impact Development (LID) ordinance; and

**WHEREAS**, City staff, a technical consultant and the City Attorney have reviewed the requirements and prepared the following recommended revisions to the Pico Rivera Municipal Code to bring it into conformance with the MS4 Permit.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1.** Chapter 16.04 Storm Water and Urban Runoff Pollution Prevention of Title 16 (Environment) of the Pico Rivera Municipal Code is hereby repealed and replaced in entirety with the following text:

**Chapter 16.04 STORM WATER AND URBAN RUNOFF POLLUTION PREVENTION****16.04.010 Purpose and intent.**

The purpose of this chapter is to protect and improve water quality of receiving waters by:

1. Reducing illicit discharges to the municipal storm water system to the maximum extent practicable;
2. Eliminating illicit connections to the municipal storm water system;
3. Eliminating spillage, dumping, and disposal of pollutant materials into the municipal storm water system;
4. Reducing pollutant loads in storm water and urban runoff, from land uses and activities identified in the municipal NPDES permit; and
5. Reducing the contribution of pollutants to the MS4 through interagency coordination.

The provisions of this chapter are adopted pursuant to the Federal Water Pollution Control Act, also known as the "Clean Water Act," codified and amended at 33 U.S.C. 1251 et seq. The intent of this chapter is to enhance and protect the water quality of the receiving waters

of the United States in a manner that is consistent with the Clean Water Act and acts amendatory thereof or supplementary thereto; applicable implementing regulations; the Municipal NPDES permit, and any amendment, revision, or re-issuance thereof. (Ord. 989 § 1 (part), 2002)

**16.04.020 Definitions.**

For the purpose of the provisions of this chapter concerning water quality hereinafter set forth, the following words and phrases shall be construed to have the meanings set forth, unless it is apparent from the context that a different meaning is intended:

“Automotive Service Facility” means a facility that is categorized in any one of the following Standard Industrial Classification (SIC) and North American Industry Classification System (NAICS) codes. For inspection purposes, Permittees need not inspect facilities with SIC codes 5013, 5014, 5511, 5541, 7532-7534, and 7536-7539 provided that these facilities have no outside activities or materials that may be exposed to storm water.

“Basin Plan” means the Water Quality Control Plan, Los Angeles Region, Basin Plan for the Coastal Watersheds of Los Angeles and Ventura Counties, adopted by the Regional Water Board on June 13, 1994 and subsequent amendments.

“Best management practices” or “BMPs” are practices, physical devices, or systems designed to prevent or reduce pollutant loading from storm water or non-storm water discharges to receiving waters, or designed to reduce the volume of storm water or non-storm water discharged to the receiving water.

“Clean Water Act” means the Federal Water Pollution Control Act as amended, 33 U.S.C. 1251, et seq.

“Commercial facility” means any development on private land that is not industrial or residential. The category includes, but is not limited to: hospitals, laboratories and other medical facilities, educational institutions, recreational facilities, plant nurseries, car wash facilities; mini-malls and other business complexes, shopping malls, hotels, office buildings, public warehouses and other light industrial complexes, restaurants, automotive service facilities, automotive dealerships, and retail gasoline station outlets or any other definition provided in the municipal NPDES permit or Storm Water Quality Management Plan.

“Discharge” means any release, spill, leak, pump, flow, escape, dumping, or disposal of any liquid, semi-solid, or solid substance.

“Disturbed Area” means an area that is altered as a result of clearing, grading, and/or excavation.

“Executive officer” means executive officer of the California Regional Water Quality Control Board, Los Angeles.

“Illicit connection” means any man-made conveyance that is connected to the storm drain system without a permit, excluding roof drains and other similar type connections. Examples

include channels, pipelines, conduits, inlets, or outlets that are connected directly to the storm drain system.

“Illicit discharge” means any discharge into the MS4, or from the MS4 into a receiving water, that is prohibited under local, state, or federal statutes, ordinances, codes, or regulations. The term illicit discharge includes any non-storm water discharge, except authorized non-storm water discharges; conditionally exempt non-storm water discharges; and non-storm water discharges resulting from natural flows specifically identified in Part III.A.1.d.

“Industrial activity” means any of the ten classifications of industrial facilities specified in 40 Code of Federal Regulations § 122.26(b)(14), defined by Standard Industrial Classification (SIC) and which is required to obtain a NPDES permit, not including construction activities.

“Low Impact Development (LID)” consists of building and landscape features designed to retain or filter stormwater runoff.

“Maximum extent practicable” or “MEP” means the extent to which the City can reduce the discharge of pollutants in stormwater runoff. MEP requires selecting and implementing effective BMPs, and rejecting applicable BMPs only where: (i) other effective BMPs will serve the same purpose; (ii) the BMPs would not be technically feasible; or (iii) the cost would be prohibitive. Factors considered include, but are not limited to:

- (i) Effectiveness: Whether the BMP addresses a pollutant of concern
- (ii) Regulatory Compliance: Whether the BMP complies with storm water regulations, as well as other environmental regulations
- (iii) Public acceptance: Whether the BMP has public support
- (iv) Cost: Whether the cost of implementing the BMP has a reasonable relationship to the pollution control benefits achieved
- (v) Technical Feasibility: Whether the BMP is technically feasible, considering soils, geography, and water resources

“Municipal NPDES permit” means California Regional Water Quality Control Board, Los Angeles Region, Order No. R4-2012-0175, NPDES Permit No. CAS004001 Waste Discharge Requirements For Municipal Separate Storm Sewer System (MS4) Discharge Within the Coastal Watersheds of Los Angeles County, Except Those Discharges Originating From the City of Long Beach MS4, and any amendment thereto or re-issuance thereof.

“Municipal separate storm sewer system” (referred to herein as “MS4”), means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

- (i) Owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated

and approved management agency under section 208 of the CWA that discharges to waters of the United States;

- (ii) Designed or used for collecting or conveying stormwater;
- (iii) Which is not a combined sewer; and
- (iv) Which is not part of a Publicly Owned Treatment Works (POTW) as defined in 40 CFR Section 122.2.(40 CFR Section 122.26(b)(8)).

“Non-storm water discharge” means any fluid discharge to the storm drain system and/or receiving waters that is not composed entirely of storm water but may not necessarily be an illicit discharge.

“NPDES” or “National Pollutant Discharge Elimination System” means the national permitting program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under Clean Water Act (CWA) §307, 402, 318, and 405. The term includes an "approved program."

Mandated by Congress under the Clean Water Act, the NPDES Stormwater Program is a comprehensive two-phased national program for addressing the non-agricultural sources of stormwater discharges which adversely affect the quality of our nation's waters. The program uses the National Pollutant Discharge Elimination System (NPDES) permitting mechanism to require the implementation of controls designed to prevent harmful pollutants from being washed by stormwater runoff into local water bodies.

“Outfall” means a point source as defined in the Code of Federal Regulations (CFR) at 40 CFR 122.2 at the point where a municipal separate storm sewer discharges to waters of the United States, and does not include open conveyances connecting two municipal separate storm sewers, or pipes, tunnels or other conveyances with connect segments of the same stream or other waters of the United States, and are used to convey waters of the United States (40 CFR Section 122.26(b)(9)) (Order No. R4-2012-0175).

“Owner” as applied to a building or real property, means any part owner, joint owner, tenant in common, tenant in partnership, joint tenant or tenant by the entirety of the whole or of a part of such building or real property.

“Person” means, within the context of this chapter, any natural person, firm, association, organization, partnership, business trust, corporation, or company.

“Pollutant” or “Pollutants” means those "pollutants" defined in CWA §502(6) (33.U.S.C.§1362(6)), and incorporated by reference into California Water Code §13373, and may include, but is not limited to, garbage, debris, lawn clippings, leaves, fecal waste, biological waste, sediment, sludge, manure, fertilizers, pesticides, oil, grease, gasoline, paints, solvents, cleaners, and any fluid or solid containing toxic or non-toxic chemicals, metals, including batteries.

"Public works director" means the Director of Public Works of the City of Pico Rivera.

“Receiving waters” means rivers, lakes, oceans, or other bodies of water that receive runoff.

“Redevelopment” means land-disturbing activity that results in the creation, addition, or replacement of five thousand (5000) square feet or more of impervious surface area on an already developed site. Redevelopment includes, but is not limited to: the expansion of a building footprint, addition or replacement of a structure, replacement of impervious surface area that is not part of a routine maintenance activity, and land disturbing activities related to structural or impervious surfaces. Redevelopment does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of facility, nor does it include emergency construction activities required to immediately protect public health and safety.

“Regional Board” means the appointed members of the California Regional Water Quality Control Board, Los Angeles Region.

“Restaurant” means a facility that sells prepared foods and drinks for consumption, including stationary lunch counters and refreshment stands selling prepared foods and drinks for immediate consumption (SIC Code 5812).

“Retail Gasoline Outlet” means any facility engaged in selling gasoline and lubricating oils .

“Runoff” means any runoff including storm water and dry weather flows from a drainage area that reaches a receiving water body or subsurface. During dry weather it is typically comprised of base flow either contaminated with pollutants or uncontaminated, and nuisance flows.

“State Board” means the State Water Resources Control Board of the California Environmental Protection Agency (hereinafter “SWRCB”).

“Storm water runoff” means any surface water flow produced by rain or snow melt.

“Standard Urban storm water mitigation program” means the Los Angeles Countywide Storm Water Quality Management Program which includes descriptions of programs, collectively developed by the permittees in accordance with provisions of the NPDES permit, to comply with applicable federal and state law, as the same is amended from time to time. (Ord. 989 § 1 (part), 2002)

**16.04.030 Illicit discharges, dumping, and non-storm water discharges.**

A. No person shall cause or allow an illicit discharge to enter the municipal storm water system.

B. No person shall place, dump, dispose, litter, accumulate, maintain, discharge, or cause to enter into the MS4, any pollutant or any foreign object such as batteries, tires, waste receptacles, yard debris, refuse, rubbish, food waste, chemicals, animal waste or oil cans, which are also considered illicit discharges.

C. Any person causing an illicit discharge to the MS4 may be required to pay for the cost of clean-up and remediation.

D. Any owner of any private property from which a non-storm water discharge is observed may be required to pay for the cost of collecting and analyzing the discharge to determine if it is an illicit discharge.

E. Discharges identified in Part III.A of the 2012 NPDES MS4 permit are considered exempt or conditionally exempt illicit discharges.

**16.04.040 Illicit connections.**

A. No person shall maintain or intentionally use a connection that operates to convey an illicit discharge to the municipal storm water system.

B. Upon discovery of an illicit connection, the person owning or operating such connection shall either remove it or render it incapable of conveying an illicit discharge.

C. If any person fails to eliminate an illicit connection after being called upon by the city to do so, the city administrator or the Director of Public Works or his/her designee(s), shall impose appropriate measures to remove or disable the illicit connection and may recover the costs from the owner of such illicit connection. (Ord. 989 § 1 (part), 2002)

**16.04.050 Reduction of pollutants in runoff.**

No person shall cause, or threaten to cause, the discharge of pollutants to the MS4 by exposing such pollutants to storm water runoff. (Ord. 989 § 1 (part), 2002)

**16.04.060 Control of pollutants from commercial facilities.**

Subject commercial facilities shall implement BMPs prescribed by the Regional Board or its executive officer, through programs or actions made pursuant to the municipal NPDES permit, as called for more particularly in the city's storm water quality management program, or any revisions made thereto. (Ord. 989 § 1 (part), 2002)

**16.04.070 Control of pollutants from industrial activities.**

A. It shall be a violation of this chapter for any industry in the city that is subject to waste discharge requirements specified in the SWRCB Water Quality —Control Board's Industrial General Permit (IGP), or any revision or re-issuance thereof, to operate without a general industrial activities stormwater NPDES permit.

B. Industries that require a NPDES IGP permit shall retain on-site the following documents: (i) a copy of the notice of intent for general permit to discharge storm water associated with industrial activity; (ii) a waste discharge identification number issued by the SWRCB; and/or (iii) a storm water pollution prevention plan and monitoring program plan.; (4) any storm\_water quality data; and (5) evidence of facility self-inspection.

C. Any industry in the city requiring a NPDES IGP permit shall, upon reasonable request from a duly authorized officer of the Cty, provide any of the documents described in subsection B of this section. (Ord. 989 § 1 (part), 2002)

D. Industrial facilities not subject to the NPDES Industrial General permit that are subject to pollution control requirements under the municipal NPDES permit, shall implement BMPs prescribed by the ;Regional Board or its executive officer, through programs or actions made pursuant to the Municipal NPDES permit.

**16.04.080 Control of pollutants from other industrial facilities.**

Industrial facilities not subject to the general industrial activities storm water NPDES permit but subject to pollution control requirements under the municipal NPDES permit, shall implement BMPs prescribed by the regional board or its executive officer, through programs or actions made pursuant to the municipal NPDES permit. (Ord. 989 § 1 (part), 2002)

**16.04.090 Control of pollutants from state permitted construction activities.**

A. No person shall commence or continue any construction activity in the city that causes the disturbance of one acre or more of soil by clearing, grading, and excavating without demonstrating to the city that such person has obtained a NPDES Construction General Permit from the SWRCB. The NPDES Construction General Permit does not apply to the following construction activity:

- (1) Routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of the facility;
- (2) Disturbances to land surfaces solely related to agricultural operations such as disking, harrowing, terracing and leveling, and soil preparation;
- (3) Construction activity covered by an individual NPDES Permit for storm water discharges;
- (4) Landfill construction activity that is subject to the Industrial General Permit; or
- (5) Construction activity that discharges to Combined Sewer Systems.

In the case of a public emergency that requires immediate construction activities, a discharger shall submit a brief description of the emergency construction activity within five days of the onset of construction, and then shall submit all PRDs within thirty days.

B. Any person engaged in a construction activity requiring a general construction activity storm water NPDES permit shall retain at the construction site the following documents: (i) a copy of the notice of intent to comply with terms of the general permit to discharge water associated with construction activity; (ii) a waste discharge identification number issued by the SWRCB; (iii) a storm water pollution prevention plan and monitoring program plan for the construction activity requiring the construction permit; and (iv) records of all inspections, compliance and non-compliance reports, evidence of self-inspection and good housekeeping practices.

C. Any person engaged in a construction activity in the city requiring an NPDES general construction storm water activity permit shall, upon reasonable request from a duly authorized officer of the city, provide any of the documents specified in subsection B of this section and shall retain said documents for at least three years after completion of construction. (Ord. 989 § 1 (part), 2002)

D. Construction activity not subject to the NPDES Industrial General permit that are subject to pollution control requirements under the Municipal NPDES Permit, shall implement BMP's prescribed by the Regional Board or its executive officer, through programs or actions made pursuant to the Municipal NPDES Permit.

**16.04.100 Control of pollutants from other construction activities.**

Any person engaged in a construction activity that is not subject to the general construction storm water activity NPDES permit, but is subject to the municipal NPDES permit, shall comply with all requirements specified in the storm water management quality program, including any revisions made thereto. (Ord. 989 § 1 (part), 2002)

**16.04.110 Control of pollutants from new developments/redevelopment projects.**

A. Standard Urban Storm Water Mitigation Program (SUSMP) - Subject new development and redevelopment projects are required to comply with SUSMP conditions assigned by the City that shall consist of: (1) low impact development (“LID”) structural and non-structural best management practices (“BMPs”); (2) source control BMPs; and (3) structural and non-structural BMPs for specific types of uses. LID controls effectively reduce the amount of impervious area of a completed project site and promote the use of infiltration and other controls that reduce runoff. Source control BMPs prevent runoff contact with pollutant materials that would otherwise be discharged to the MS4. Specific structural controls are also required to address pollutant discharges from certain uses including but not limited to developments, retail gasoline outlets, automotive service facilities, restaurants, and industrial and commercial facilities where pollutant materials are disposed, stored, or handled.

B. Standard Urban Storm Water Mitigation Plan Review and Approval - An applicant for a subject new development or a redevelopment project shall incorporate into the applicant’s project plans into a SUSMP plan subject to City review and approval.

C. California Environmental Quality Act (“CEQA”) - Any project subject to CEQA review but is not specified in a redevelopment or development project category may be required to comply with any of the SUSMP requirements at the City’s discretion.

D. Storm Water Management/Watershed Management Program - The City’s stormwater management program (“SWMP”) plan or watershed management program (“WMP”) plan, whichever is in effect at the time of review, shall contain specific conditions and procedures for meeting Planning Land Development and SUSMP requirements. The program plans shall contain guidance documents to facilitate compliance including but not limited to an updated SUSMP guidance manual, a Low Impact Development (LID) Guidance Manual, and Green Street Manual referencing the USEPA’s guidance regarding Managing Wet Weather with Green Infrastructure Manual.

E. Certificate of Occupancy - As a condition for issuing a Certificate of Occupancy for new development or redevelopment project, the authorized enforcement officer shall require facility operators and/or owners to build all the storm water pollution control Best Management Practices and structural or treatment control BMPs that are shown on the approved project plans and to submit a signed certification statement stating that the site and all structural or treatment control BMPs will be maintained in compliance with the SUSMP and other applicable regulatory requirements.

F. Transfer of Properties- The transfer or lease of a property subject to a requirement for maintenance of structural and treatment control BMPs shall include conditions requiring the transferee and its successors and assigns to either: (i) assume responsibility for maintenance of any existing structural or treatment control BMP, or (ii) to replace existing structural or treatment control BMPs with new control measures or BMPs meeting the then current standards of the City

and the SUSMP. Such requirement shall be included in any sale or lease agreement or deed for such property. The condition of transfer shall include a provision that the successor property owner or lessee conduct maintenance inspections of all structural or treatment control BMPs at least once a year and retain proof of inspection.

1. For residential properties where the structural or treatment control BMPs are located within a common area which will be maintained by a homeowner's association, language regarding the responsibility for maintenance shall be included in the project's conditions, covenants and restrictions (CC&Rs). Printed educational material will be required to accompany the first deed transfer to highlight the existence of the requirement and to provide information on what storm water management facilities are present, signs that maintenance is needed, and how the necessary maintenance can be performed. The transfer of this information shall also be required with any subsequent sale of the property.

2. If structural or treatment control BMPs are located within an area proposed for dedication to a public agency, they will be the responsibility of the developer until the dedication is accepted.

**16.04.120 Enforcement—Authority.**

A. The Director of Public Works, the City Engineer, and duly authorized representatives thereof, are hereby authorized and directed to enforce all provisions of this chapter.

B. Nothing in this chapter precludes a local authority from using regular full-time employees to enforce this chapter. This authority shall be in addition to the authority granted to police and code enforcement officers.

C. Fees to be charged for plan checking, inspection, enforcement and any other activities carried out by the city shall be specified by resolution of the city council. (Ord. 989 § 1 (part), 2002)

**16.04.130 Enforcement—Right of entry and inspection.**

A. The Director of Public Works, City Engineer, or duly authorized designee thereof, may, on twenty-four hours' oral or written notice, unless exigent circumstances justify a shorter time period, enter upon and inspect any private premises for the purposes of verifying compliance with the terms of this chapter and perform any duty imposed upon the officer by this chapter, provided that:

1. If such building or premises is occupied, he or she shall first present proper credentials and request entry.

2. If such building or premises is unoccupied, he or she shall first make a reasonable effort to locate the owner or occupant of the building or premises and request entry. In the event that a request for entry is refused, the officer is hereby empowered to seek assistance from any court of competent jurisdiction in obtaining such entry.

B. Such inspection may include, but is not limited to:

1. Identifying products produced, processes conducted, chemicals and materials used, stored or maintained on the subject premises;

2. Identifying points of discharge of all waste water, non-stormwater, processed water system and pollutants;

3. Investigating the natural slope of the premises, including drainage patterns and man-made conveyance systems;

4. Establishing location of all points of discharge from the premises, whether by surface runoff or through a storm drain system;

5. Locating any illicit connection or illicit discharge;

6. Inspecting a vehicle, truck, trailer, tank or other mobile equipment;

7. Inspecting all records of the owner or occupant of public or private property relating to chemicals or processes presently or previously stored or occurring on the property, including material and/or chemical inventories, facilities maps or schematics and diagrams, material safety data sheets, hazardous waste manifests, business plans, pollution prevention plans, pollution prevention plans, state general permits, storm water pollution prevention plans, state general permits, storm water pollution prevention plans, and any and all records relating to illicit connections, illicit discharges, or any other source of contribution or potential contribution of pollutants to the municipal storm drain system;

8. Inspecting, sampling and testing any area runoff, soils area (including groundwater testing), process discharge, materials with any waste storage area (including any container contents), and/or treatment system discharges for the purpose of determining the potential for contribution of pollutants to the municipal storm drain system;

9. Inspecting the integrity of all storm drain and sanitary sewer systems any connection to other pipelines on the property, including the use of dye and smoke tests, video surveys, photographs or videotapes, and the taking of measurements, drawings, or any other records reasonably necessary to document conditions as they exist on the premises;

10. Installing and maintaining of monitoring devices for the purpose of measuring any discharge or potential source of discharge to the municipal storm drain system; or

11. Evaluating compliance with this chapter or the Clean Water Act. (Ord. 989 § 1 (part), 2002)

**16.04.140 Enforcement—Violations and penalties.**

A. The Director of Public Works, City Engineer, or duly authorized representatives may serve notice of violation upon a person owning or occupying a premises, describing the violations and requiring prompt correction thereof, when:

1. Pollutants or potential pollutants are being maintained, discharged or deposited in such a manner as to create, or if allowed to continue will create, any one or more of the following conditions: (a) a public nuisance, (b) a menace to the public safety, (c) pollution of underground or surface waters, (d) damage to any public sewer, municipal storm sewer system, or public or private property.

2. The person has failed to respond or comply with a previous notice of violation within the time period specified in the notice.

B. Failure to comply with a duly served notice of violation shall constitute a willful violation of this chapter.

C. The City Manager, Director of Public Works, or duly authorized representatives may serve a cease and desist order upon a person owning or occupying a premises, requiring the person to immediately:

1. Discontinue any illicit discharge, including process water, wastewater or pollutant discharge to the MS4;

2. Block or divert any flow of water from the property, where the flow is occurring in violation of any provision of this chapter; and

3. Discontinue any other violation of this chapter.

The cease and desist order may contain terms and conditions or other provisions to ensure compliance with this chapter.

D. Any person violating any provision of this chapter is guilty of a misdemeanor, and upon conviction is punishable by fine not exceeding one thousand dollars or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment. As a part of any sentence or other penalty imposed, or the award of any damage, the court may also order that restitution be paid to the city or any injured person, or, in the case of a violator who is a minor, by the minor's parent or lawfully designated guardian or custodian. Restitution may include the amount of any reward.

E. The City Attorney is also authorized to file in a court of competent jurisdiction a civil action seeking an injunction against any violation or threatened or continuing violation of this chapter. Any temporary, preliminary or permanent injunction issued pursuant hereto may include an order for reimbursement to the city for all costs incurred in enforcing this chapter, including costs of inspection, investigation, monitoring, treatment, abatement, removal or remediation undertaken by or at the expense of the city, and may include all legal expenses and fees and any or all costs incurred relating to the restoration or remediation of the environment.

F. Each separate discharge in violation of this chapter and each day a violation described in this chapter exists, without correction, shall constitute a new and separate violation punishable as a separate criminal offense and/or civil violation.

G. Any person who violates any provision of this chapter, any provision of any permit issued pursuant to this chapter, or who discharges waste or wastewater which causes pollution, or who violates any cease and desist order, prohibition, or effluent limitation, also may be in violation of the Federal Clean Water Act and/or Porter-Cologne Act and may be subject to the sanctions of those acts, including civil and criminal penalties. In addition, the City Attorney is authorized to file a citizen's suit pursuant to the Clean Water Act, seeking penalties, damages and orders compelling compliance and appropriate relief.

H. The penalties and remedies established by this chapter shall be cumulative.

I. Any person violating the provisions of this chapter shall reimburse the city for any and all costs incurred by the city in responding to, investigating, assessing, monitoring, treating, cleaning, removing, or remediating any illicit discharge or pollutant from the municipal storm drain system; rectifying any illicit connection; or remediating any violation of this chapter. Such costs to be paid to the City include all administrative expenses and all legal expenses, including costs and attorneys' fees, in obtaining compliance, and in litigation including all costs and attorneys' fees on any appeal. The costs to be recovered pursuant to this section shall be recoverable from any and all persons violating this chapter.

J. The City shall have full power and authority to take any necessary precautions including, but not limited to, decontamination, storm drain closure, packaging, diking, and transportation of materials, in order to protect life, protect property, or prevent an imminent hazard to the public's health, safety or welfare. In the event any violation of this chapter constitutes an imminent danger to public health, safety, or the environment, the Director of Public Works, City Engineer or any authorized agent thereof, may enter upon the premises from which the violation emanates, abate the violation and danger created to the public safety or the

environment, and restore any premises affected by the alleged violation, without notice to or consent from the owner or occupant of the premises. An imminent danger shall include, but is not limited to, exigent circumstances created by the discharge of pollutants, where such discharge presents a significant and immediate threat to the public health or safety, or the environment.

K. Notwithstanding any other provisions herein, violations of this chapter may further be deemed to be a public nuisance, which may be abated by administrative or civil or criminal action in accordance with the terms and provisions of this code and state law. All costs and fees incurred by the city as a result of any violation of this chapter which constitute a nuisance, including all administrative fees and expenses and legal fees and expenses, shall become a lien against the subject premises from which the nuisance emanated and a personal obligation against the owner, in accordance with Government Code Sections 38773.1 and 38773.5. The owner of record of the premises subject to any lien shall receive notice of the lien prior to recording, as required by Government Code Section 38773.1. The City Attorney is authorized to collect nuisance abatement costs and enforce a nuisance lien in an action brought for money judgment, or by delivery to the county assessor of a special assessment against the premises in accordance with the conditions and requirements of Government Code Section 38773.5.

L. Any remedies provided to the City in this chapter are not exclusive, and the City may utilize any and all other remedies as otherwise provided by law.

M. Compliance by any person or entity with the provisions of this chapter shall not relieve any such person or entity from complying with other applicable local, state or federal statutory or regulatory requirements. (Ord. 989 § 1 (part), 2002)

**SECTION 2.** Any provision of the City of Pico Rivera Municipal Code or appendices thereto inconsistent with the provisions of the Ordinance, to the extent of such inconsistencies and no further, are repealed or modified to that extent necessary to affect the provisions of this Ordinance.

**SECTION 3.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Pico Rivera hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

**SECTION 4.** The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the Ordinance official newspaper within 15 days after its adoption. This Ordinance shall become effective 30 days from its adoption.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Brent A. Tercero, Mayor

ATTEST:

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
CITY OF PICO RIVERA

I, \_\_\_\_\_, City Clerk of the City of Pico Rivera, California, hereby certify that Ordinance No. \_\_\_\_\_ was introduced at a regular meeting of the City Council of the City of Pico Rivera held on the \_\_\_\_\_ of \_\_\_\_\_ 2014, and thereafter was adopted by the City Council at a regular meeting held on the \_\_\_\_\_ of \_\_\_\_\_, 2014, and that the same was adopted by the following roll call vote:

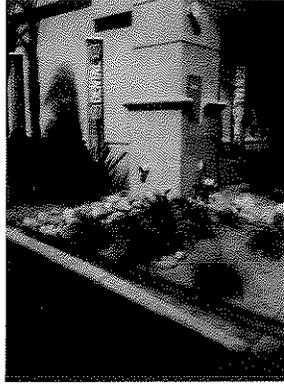
AYES:

NOES:

ABSENT:

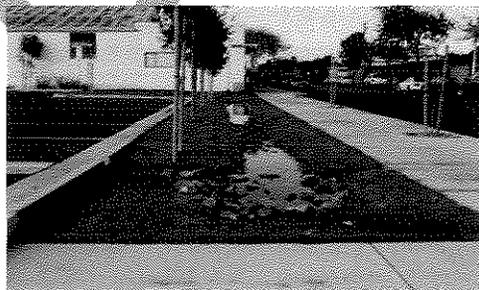
ABSTAIN:

\_\_\_\_\_  
CITY CLERK



# City of Pico Rivera

## Low Impact Development Guidance Manual



DRAFT

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DRAFT

## **SECTION 1 – INTRODUCTION**

### **1.1 WHAT IS LID?**

LID, or Low Impact Development, is a stormwater management strategy that emphasizes conservation and the use of existing natural site features integrated with distributed, small-scale stormwater controls to more closely mimic natural hydrologic patterns in residential, commercial, and industrial settings.

### **1.2 WHY IS LID BEING REQUIRED?**

The urbanization of Southern California has disrupted the natural flow of stormwater runoff. Rain falling on roofs now flows into metal or plastic downspouts, then to concrete curbs and gutters along asphalt roads, then to concrete storm drains, then to concrete river channels, and then finally into estuaries and the Pacific Ocean.

You can see the problem; rainwater no longer comes into contact with dirt and vegetation. Any pollutants (heavy metals, bacteria, nutrients, pesticides) that would have previously been naturally degraded, are now flowing straight out to environmentally sensitive areas.

LID is a new design strategy that corrects this problem. There are many highly technical manuals for designing LID systems, some of which are listed in Section 4 herein. The purpose of this guidance manual is to simplify your design.

Typical LID systems include:

- Flow-Through Planter Boxes
- Vegetative Swales
- Rain Gardens
- “Hollywood” Driveways
- Bottomless Trenches

In addition to the LID systems listed above, there are many other acceptable systems such as capture and re-use (cisterns/ rain barrels), green roofs, pervious pavement/pavers, turf block, etc. However, the design, installation, and subsequent operation and maintenance of these systems can be complex and should be carefully evaluated prior to being proposed. When using these other systems, a published design standard shall be followed.

## 1.3 PROJECT APPLICABILITY

### Step 1: Project Categories.

The first step in LID design is to determine which applicability the project fits into.

**Applicabilty 1.** The project is subject to the provision of the Municipal Separate Storm Sewer System permit (MS4) issued by the California Regional Water Quality Control Board. These projects typically include but are not limited to (Permit Section VID. 7.b.i) :

All development projects equal to 1 acre or greater of disturbed area and adding more than 10,000 square feet of impervious surface area;

New industrial parks of 10,000 square feet or more of surface area;

New commercial malls of 10,000 square feet or more of surface area;

New retail gasoline outlets of 5,000 square feet or more of surface area;

New restaurants (Standard Industrial Classification (SIC) 5812) of 5,000 square feet or more of surface area;

New parking lots of 5,000 square feet or more of impervious surface area or with 25 or more parking spaces;

Automotive service facilities (Standard Industrial Classification (SIC) of 5013, 5014, 5511, 5541, 7532-7534 and 7536-7539) with 5,000 square feet or more of surface area.

Projects located in or directly adjacent to, or discharging directly to an Environmentally Sensitive Area (ESA), where the development will:

- i. Discharge stormwater runoff that is likely to impact a sensitive biological species or habitat; and
- ii. Create 2,500 square feet or more of impervious surface area.

Single-family hillside homes

Redevelopment projects with land-disturbing activities of 5,000 square feet or more of impervious surfaces of existing projects meeting the Regional Board's applicability criteria.

**Applicabilty 2.** The redevelopment project that will disturb less than 5000 square feet of soil.

*The project is exempt from LID requirements. (Permit Section VID. 7 b.ii.1.a).*

**Applicabilty 3.** The project is residential, and will create, add or replace more than 10,000 square feet of soil. (Permit Section VID. 7 b.ii.1.c.ii).

*The project falls under the LID Applicability. (Permit Section VID. 7 b.ii.1.c.ii).*

**Applicabilty 4.** The project will involve development, redevelopment, or is at a commercial or industrial site. It will disturb more than 5000 square feet of soil.

*The project falls under the Commercial/Industrial LID Applicability (Permit Section VID. 7 b.ii.1.a).*

**Step 2: LID Design Requirements.**

For LID Projects (Applicability 3 above)

- A Residential LID Project must incorporate one or more LID system(s) in the project design. The system(s) must be shown on the plans submitted to the City.
- Include the following statement:

*“As the engineer/architect of record for this project, I have designed the LID system in accordance with the design criteria of the City of Pico Rivera’s City Engineer or designate.”.*”
- The project engineer/architect must make sure the safety and soil stability of the LID system is carefully evaluated prior to its inclusion in the design.
- Language describing maintenance activities and indicating the responsible party for such activities (including signature) must be located on the document(s) submitted to the City.
- If water is flowing to the LID system from areas outside the project area, the LID system must be designed accordingly to treat all tributary areas. In instances where a project cannot treat the runoff from the development area, an equivalent area may be treated as an alternative.
- Calculations must be included on the plans showing the LID system is adequately sized. For Residential LID Projects, the BMP(s) size must be 4% of the tributary area.

For Commercial/Industrial LID Projects (Applicability 4 above)

- A Commercial/Industrial LID Project must incorporate one or more LID system(s) in the project design. The system(s) must be shown on the plans submitted to the City.
- Include the following statement:

*“As the engineer/architect of record for this project, I have designed the LID system in accordance with the design criteria of the City Pico Rivera’s City Engineer or designate.”*
- The project engineer/architect must make sure the safety and soil stability of the LID system is carefully evaluated prior to its inclusion in the design.
- Language describing maintenance activities and indicating the responsible party for such activities (including signature) must be located on the document(s) submitted to the City.
- Where redevelopment results in an alteration to more than fifty percent of impervious surfaces of a previously existing development, and the existing development was not subject to post-construction stormwater quality control requirements, the entire project must be mitigated.
- Where redevelopment results in an alteration of less than fifty percent of impervious surfaces of a previously existing development, and the existing development was not subject to post-construction stormwater quality control requirements, only the alteration must be mitigated, and not the entire development.
- If water is flowing to the LID system from areas outside the project area, the LID system must be designed accordingly to treat all tributary areas. In instances where a project cannot treat the runoff from the development area, an equivalent area may be treated as an alternative.

- Calculations must be included on the plans showing the LID system is adequately sized. A calculation template is shown on the following specification pages. For Commercial/Industrial LID Projects, the BMP(s) must be sized to treat the entire design capture volume (DCV).

**Step 3: Plan development and submittal.**

The LID system(s) design and location must be shown on the plans and submitted to the City. The Standard Plans are available (yet not required) for guidance.

**1.4 LID EXEMPTIONS**

**Exemptions from LID Requirements.** LID requirements do not apply to any of the following:

1. A development that only creates, adds or replaces less than 5,000 square feet of impervious area;
2. Existing single-family dwelling and accessory structures are exempt from unless such projects create, add or replace 10,000 of impervious surface area;
3. A development involving only emergency construction activity required to immediately protect public health and safety;
4. Infrastructure projects within the public right-of-way;
5. A development or redevelopment involving activity only related to gas, water, sewer, cable, or electricity services on private property;
6. A development involving only resurfacing and/or re-striping of permitted parking lots, where the original line and grade, hydraulic capacity, and original purpose of the facility is maintained;
7. A project involving only exterior movie or television production sets, or facades on an existing developed site;
8. A project not requiring a City building, grading, demolition or other permit for construction activity.

## SECTION 2 – COMMONLY ASKED QUESTIONS

1. I am adding a second story to my house. The existing footprint will remain unchanged. Does LID apply?

*No, LID is required only where 5000 square feet of soil is being disturbed by a redevelopment. Existing single family dwelling and accessory structures are exempt unless such project creates, add or replaces 10,000 square feet of impervious area.*

2. I will be adding a new 500 square foot room that will replace some of my backyard. Does LID apply?

*No, you've not crossed the 10,000 square foot threshold for single-family dwelling.*

3. I will be building a new addition that will be over 5000 square feet, but I can't fit an LID system into the new addition. Can I create a LID system for an equivalent area of the existing building?

*Yes, you can create an LID system for an equivalent area of the existing building.*

4. I own a business. There is concrete and asphalt all around. Will LID be required if infeasible?

*A waiver for technical infeasibility may be issued by the Director; however, in this situation it is unlikely to be granted. Generally, there is always a way to implement LID requirements.*

5. How big do I have to design the LID systems?

*On the following pages are design criteria. Generally, you have to design the system(s) large enough to treat the first ¼ inches of runoff from a storm.*

6. I am removing a 5000 square foot concrete pad that is in need of repair and replacing it with an identical new concrete pad. Does LID apply?

*No, if the reconstruction of the concrete pad would not result in additional area of soil disturbance and maintains the original grade alignment, this would be considered routine maintenance. However, if the construction did result in additional soil disturbance, a LID system would be required.*

7. I am installing new interior electrical and new plumbing, and will have more than 5000 square feet of disturbed soil. When the project is finished, the trenches will be patched to match the existing surrounding surfaces. The existing building will be unchanged. Will LID apply?

*No, utility projects are exempt from LID requirements. See Section 1.4 of this document.*

8. My project does not require any permits from the City. Does LID apply?

*No, only projects requiring City permits need to comply with LID.*

9. If, at some time in the future, I want to change the design of the LID system, can I?

*Yes, only with Planning Department approval.*

## SECTION 3 – DESIGN GUIDELINES AND SPECIFICATIONS

### 3.1 DESIGN CAPTURE VOLUME

The Design Capture Volume (DCV) is required to design the flow through planter box, vegetated swale, rain garden, and any other volume-based LID system.

**DCV Equation:**

$$DCV (ft^3) = C \times d \times A \times 43,560 \times \frac{1}{12}$$

**With:**

$$C = (0.75 \times \text{Impervious Area}) + 0.15$$

$d$  = Design Storm Depth (assume 0.75 inches unless otherwise known)

$A$  = Tributary Area

Below you will find guidelines that must be followed when designing LID for your project. Standard drawings for each LID are included for reference.

DRAFT

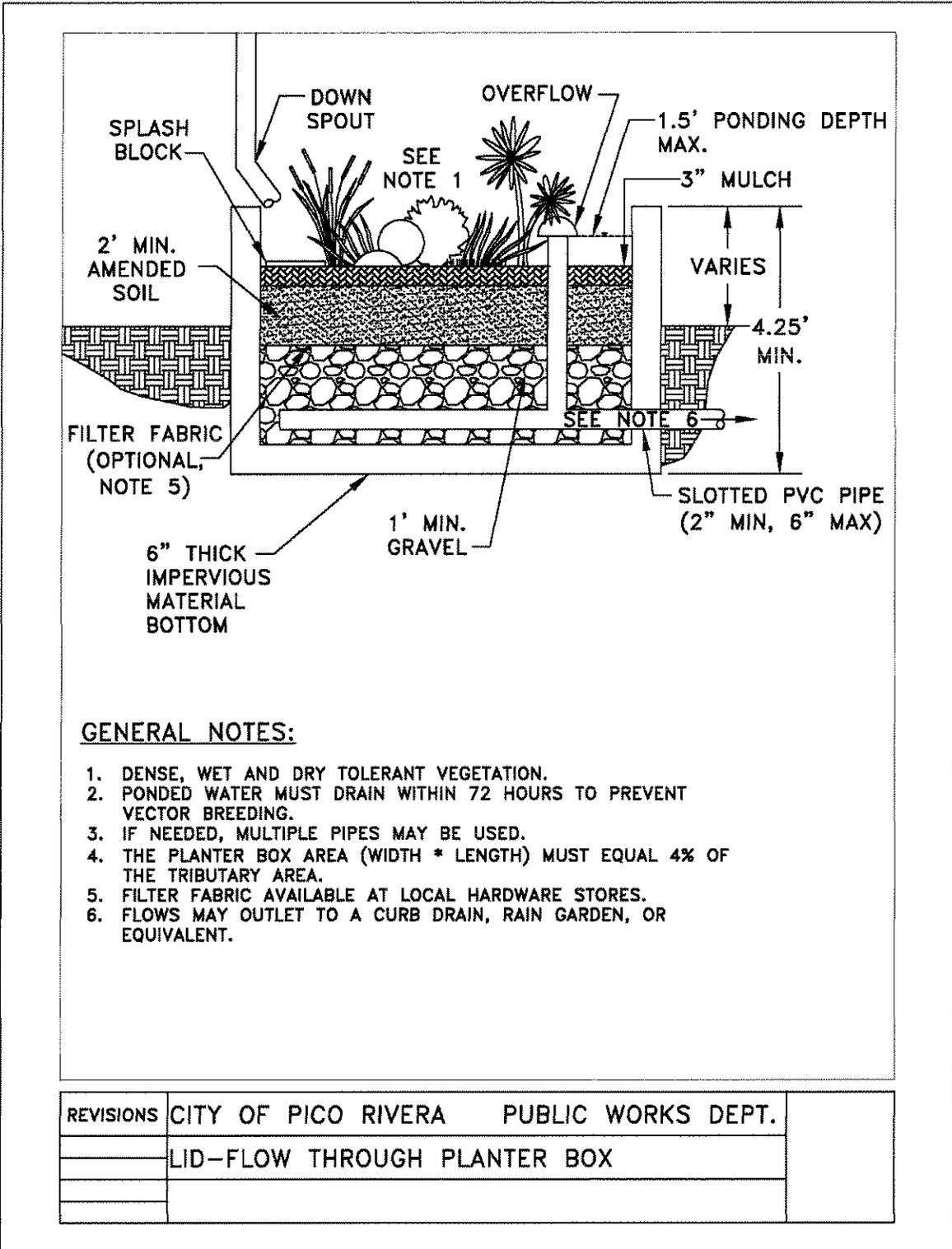
### 3.2 FLOW-THROUGH PLANTER BOX



Figure 1: Flow-through planter box (<http://lateameffort.blogspot.com>).

Design criteria for a flow-through planter box include the following:

- Design drawdown time = 48 hours (surface); 72 hours (total) to prevent vector breeding
- Factor of safety = 2
- Maximum ponding depth = 18 inches
- Soil depth = 2 feet (3 feet preferred)
- Slotted PVC pipe (2-inch minimum diameter) to be placed within 6 inches of bottom of facility
- The area (width \* length) must equal 4% of the tributary area
- Flows may outlet to a curb drain, rain garden, or equivalent
- Cover must be dense, wet, and dry tolerant vegetation



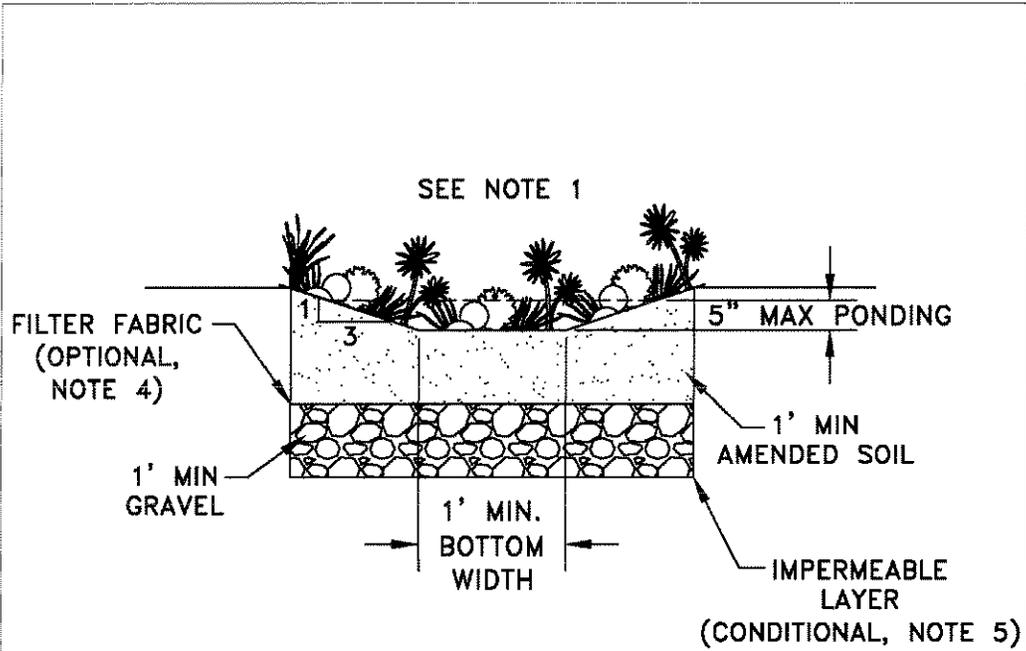
### 3.3 VEGETATED SWALE



Figure 2: Vegetated Swale (Signal Hill, CA).

Design criteria for a vegetated swale include the following:

- Design flow velocity  $\leq 1$  ft/sec.
- Side slopes shall not exceed 3:1 (H:V)
- Slope in flow direction 1% (min) to 6% (max)
- Minimum bottom width = 1 foot
- Minimum swale length = 15 feet
- Maximum ponding depth = 5 feet
- Soil depth = 2 feet minimum
- Design drawdown time = 48 hours (surface); 72 hours (total) to prevent vector breeding
- The area (width \* length) must equal 4% of the tributary area
- Cover must be dense, wet, and dry tolerant vegetation



**GENERAL NOTES:**

1. DENSE, WET AND DRY TOLERANT VEGETATION.
2. PONDED WATER MUST DRAIN WITHIN 72 HOURS TO PREVENT VECTOR BREEDING.
3. THE BOTTOM AREA (WIDTH \* LENGTH) MUST EQUAL 4% OF THE TRIBUTARY AREA.
4. FILTER FABRIC AVAILABLE AT LOCAL HARDWARE STORES.
5. AN IMPERMEABLE LAYER MUST BE USED IF GROUNDWATER IS LESS THAN 10 FEET FROM THE BOTTOM OF THE GRAVEL LAYER.

	CITY OF PICO RIVERA	PUBLIC WORKS DEPT.
	LID-VEGETATED SWALE	

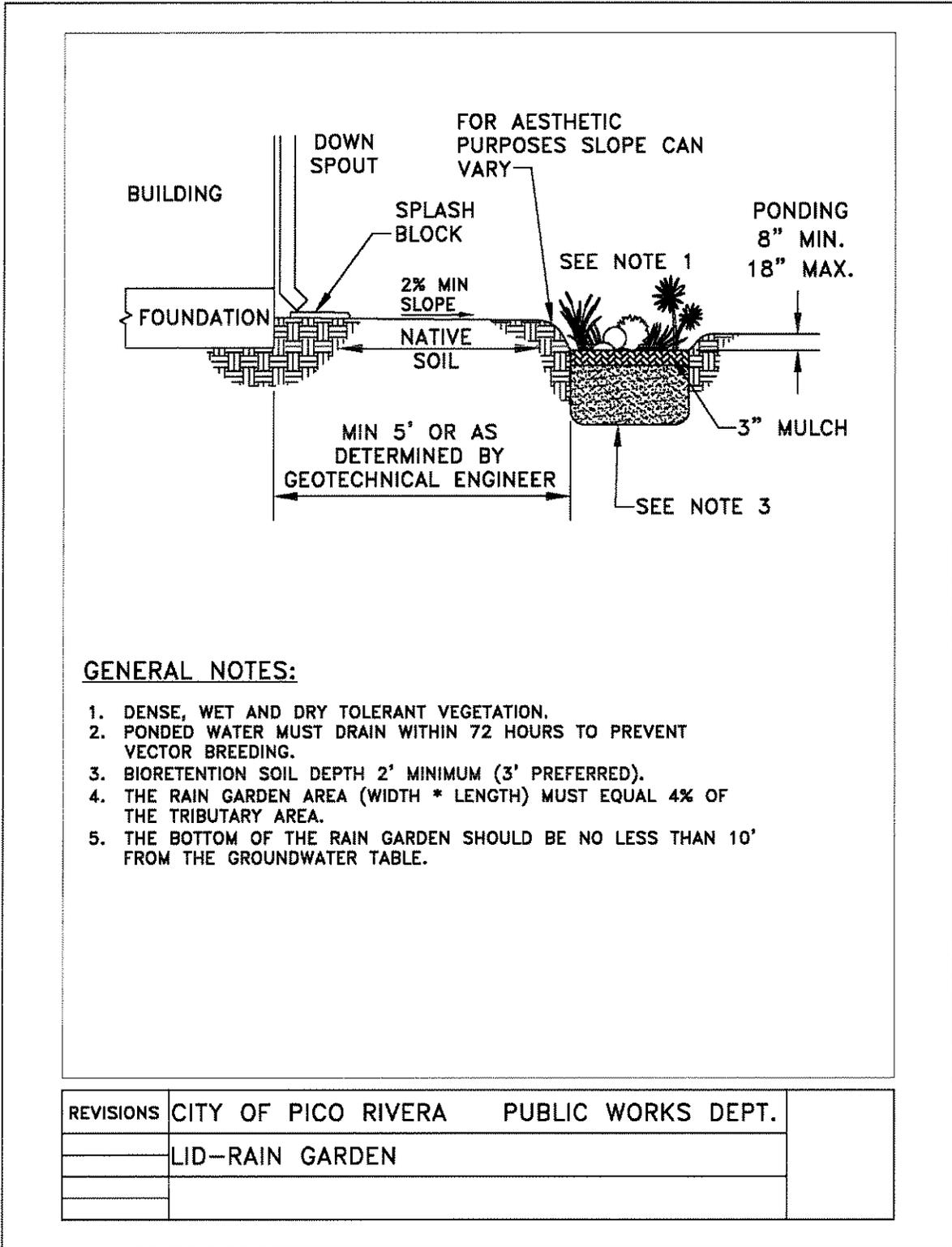
### 3.4 RAIN GARDEN



Figure 3: Rain Garden (<http://www.prairiefirenewspaper.com/2009/04/rain-gardens>).

Design criteria for a rain garden include the following:

- Design drawdown time = 48 hours (surface); 72 hours (total) to prevent vector breeding
- Factor of safety = 2
- Maximum ponding depth = 18 inches
- Minimum ponding depth = 8 inches
- Soil depth = 2 feet minimum (3 feet preferred)
- If downspout is directed to rain garden, slope must be 2% minimum
- Cover must be dense, wet, and dry tolerant vegetation
- The bottom of the rain garden should be no less than 10 feet from the groundwater table



**GENERAL NOTES:**

1. DENSE, WET AND DRY TOLERANT VEGETATION.
2. PONDED WATER MUST DRAIN WITHIN 72 HOURS TO PREVENT VECTOR BREEDING.
3. BIORETENTION SOIL DEPTH 2' MINIMUM (3' PREFERRED).
4. THE RAIN GARDEN AREA (WIDTH \* LENGTH) MUST EQUAL 4% OF THE TRIBUTARY AREA.
5. THE BOTTOM OF THE RAIN GARDEN SHOULD BE NO LESS THAN 10' FROM THE GROUNDWATER TABLE.

REVISIONS	CITY OF PICO RIVERA	PUBLIC WORKS DEPT.
	LID-RAIN GARDEN	

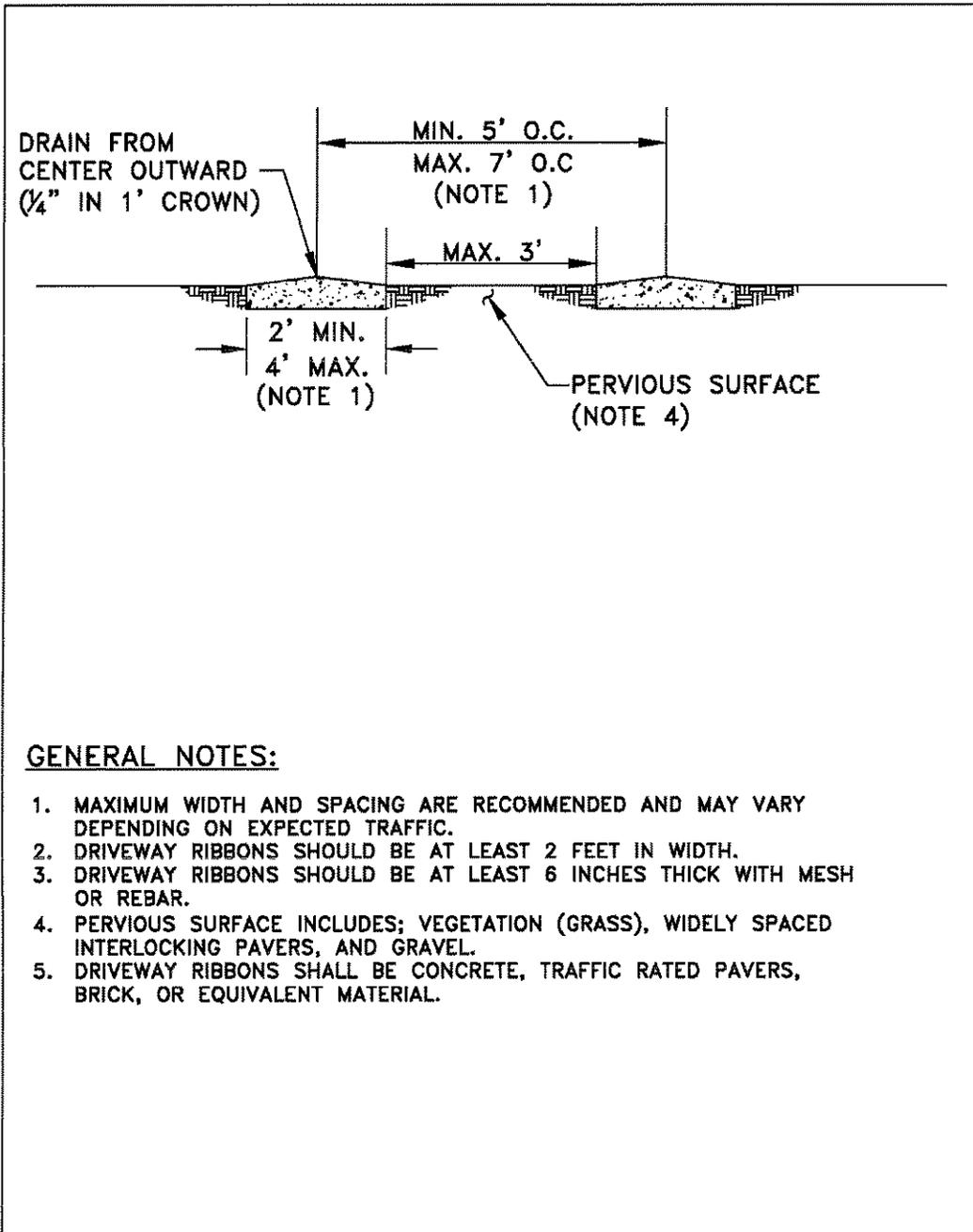
### 3.5 "HOLLYWOOD" DRIVEWAY



Figure 4: "Hollywood Driveway" (<http://www.apartmenttherapy.com>).

Design criteria for a "Hollywood" Driveway include the following:

- Recommended spacing between ribbons is 5 to 7 feet (may vary depending on expected traffic)
- Ribbon width = 2 feet minimum
- Ribbon thickness = 6 inches minimum (with mesh or rebar)
- Ribbons should drain outward from the center of crown
- Center strip should include an irrigation line



**GENERAL NOTES:**

1. MAXIMUM WIDTH AND SPACING ARE RECOMMENDED AND MAY VARY DEPENDING ON EXPECTED TRAFFIC.
2. DRIVEWAY RIBBONS SHOULD BE AT LEAST 2 FEET IN WIDTH.
3. DRIVEWAY RIBBONS SHOULD BE AT LEAST 6 INCHES THICK WITH MESH OR REBAR.
4. PERVIOUS SURFACE INCLUDES; VEGETATION (GRASS), WIDELY SPACED INTERLOCKING PAVERS, AND GRAVEL.
5. DRIVEWAY RIBBONS SHALL BE CONCRETE, TRAFFIC RATED PAVERS, BRICK, OR EQUIVALENT MATERIAL.

REVISIONS	CITY OF PICO RIVERA	PUBLIC WORKS DEPT.
	LID—"HOLLYWOOD" DRIVEWAY	

### 3.6 BOTTOMLESS TRENCH

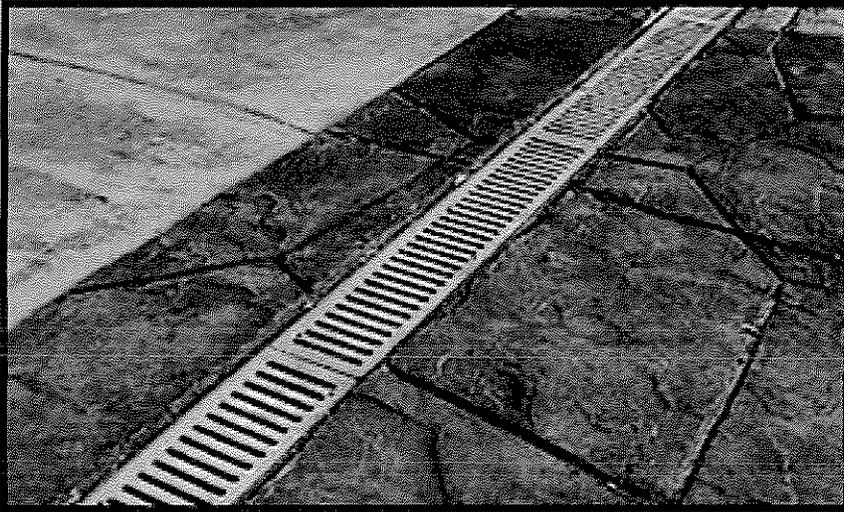
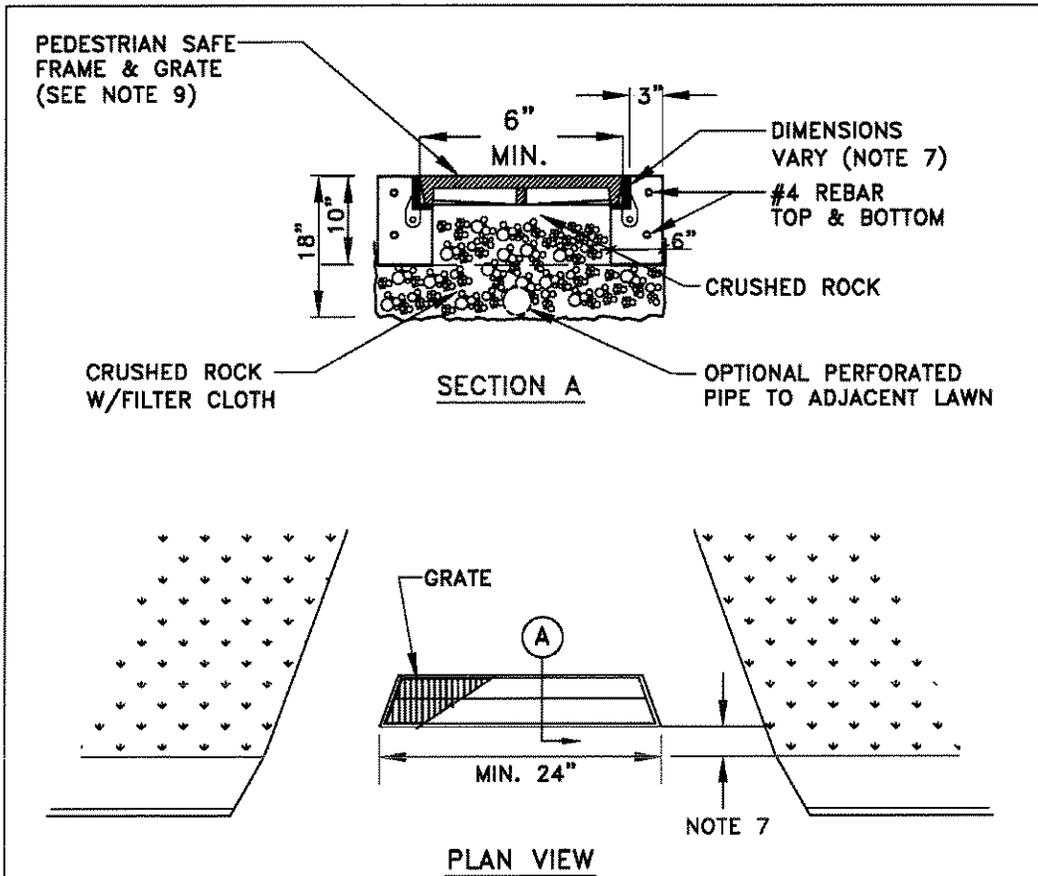


Figure 5: Bottomless trench (<http://cmgsprinklersanddrains.blogspot.com/>).

Design criteria for a Bottomless Trench include the following:

- Trench width = 24 inches (across driveway)
- Trench depth = 18 inches
- Bottom 8 inches of the trench must be filled with crushed rock
- Trench must be at least 12 inches from back of sidewalk (or edge of pavement in the case of no sidewalk)
- Longitudinal width = 6 inches (along driveway)
- Frame and grate must be pedestrian safe



**GENERAL NOTES:**

1. TRENCH SHOULD BE 24" WIDE (ACROSS DRIVEWAY) X 18" DEEP.
2. PRECAST MAY BE USED.
3. FILTER CLOTH MUST BE PLACED IN THE TRENCH EXTENDING 12" VERTICAL.
4. BOTTOM 8" OF THE TRENCH MUST BE FILLED WITH CRUSHED ROCK.
5. DIMENSIONS DETERMINED BY GRATE FRAME DIMENSION. USE FRAME AS A FORM.
6. MUST BE APPLIED AT LEAST 12" FROM BACK OF SIDEWALK OR EDGE OF PAVEMENT IN THE CASE OF NO SIDEWALK.
7. MINIMUM LONGITUDINAL WIDTH (MEASURED ALONG DRIVEWAY) OF FRAME & GRATE IS EQUAL TO 6" WITH 3/8" SLOT OPENINGS. EAST JORDAN IRON OR EQUAL.

REVISIONS	CITY OF PICO RIVERA	PUBLIC WORKS DEPT.
	LID—"BOTTOMLESS" TRENCH	

## **SECTION 4 – REFERENCES**

The Los Angeles County Low Impact Development Standards Manual at:

[http://dpw.lacounty.gov/wmd/dsp\\_LowImpactDevelopment.cfm](http://dpw.lacounty.gov/wmd/dsp_LowImpactDevelopment.cfm)

The City of Los Angeles Low Impact Development Best Management Practices Handbook at:

<http://lacitysan.org/wpd/Siteorg/program/LID/lidintro.htm>

Please note that the City of Pico Rivera's **Sanitary Sewers and Industrial Waste** ordinance takes precedent in the event of any inconsistencies with any outside references.

DRAFT



Tuesday, April 22, 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, Tercero

**ABSENT:** Salcido (excused)

**COMMISSIONERS PRESENT:** None.

**CLOSED SESSION:**

**a. PUBLIC EMPLOYMENT**

Pursuant to Government Code Section 54957

Title: City Manager

Recessed to Closed Session at 5:00 p.m.

ALL FOUR MEMBERS WERE PRESENT (SALCIDO ABSENT)

Reconvened from Closed Session at 6:10 p.m.

ALL FOUR MEMBERS WERE PRESENT (SALCIDO ABSENT)

**OPEN SESSION:**

City Attorney Alvarez-Glasman reported that direction was provided to staff, no final action was taken and that there was nothing further to report.

**INVOCATION:** Councilmember Archuleta

**PLEDGE OF ALLEGIANCE:** Councilmember Camacho

**SPECIAL PRESENTATIONS:**

- Employee Recognitions:
  - Art Cervantes, Public Works, 5 years
  - Hector Hernandez, Community & Economic Development, 5 years
  - Paul Gandara, Information Technology (IT), 10 years

**1<sup>ST</sup> PERIOD OF PUBLIC COMMENT – AGENDA ITEMS ONLY:**

Levon Kirakosian:

- Addressed the City Council regarding Item No. 3 Friendship City Resolution and provided the Christian history of Karvachar.

Viken Pakradouni:

- Addressed the City Council to speak of his association with the City in regard to his attendance at the local Armenian School and thanked City Council for strengthening ties with the City.

Jack Hadjinian:

- Addressed the City Council regarding the local Armenian School, proposed Friendship City Resolution and commemoration events taking place in Montebello regarding Armenian Genocide.

David Ghoogasian:

- Addressed the City Council regarding the Friendship Resolution and Armenian Genocide.

**CONSENT CALENDAR:**

**1. Minutes:**

- Approved City Council meeting of April 8, 2014

**2. Approved 17<sup>th</sup> Warrant Register of the 2013-2014 Fiscal Year.**

(700)

Check Numbers: 261415-261585

Special Checks Numbers: None

**3. Friendship City – Karvachar, Republic of Artsakhan. (300)**

1. Approved Resolution No. 6757 in support of Karvachar, Republic of Artsakhan invitation to become a Friendship City.

Resolution No. 6757 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, RECOGNIZING THE TOWN OF KARVACHAR, REPUBLIC OF ARTSAKH AS ITS FIRST FRIENDSHIP CITY

**4. Rosemead/Lakewood Boulevard at Telegraph Road Intersection Improvements Project, CIP No. 21273 – Cooperative Agreement with the City of Downey. (500)**

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

**5. Passons Boulevard Underpass Project, Phase IV, CIP No. 20053 – Authorization to Bid. (500)**

1. Approved Plans, Specifications and Estimate (PS&E) for the Passons Boulevard Underpass Project, Phase IV, CIP No. 20053;
2. Authorized the City Clerk to publish the Notice Inviting Bids; and
3. Approved the Notice of Exemption and authorized the City Clerk to file it with the County Recorder.

**6. Paramount Boulevard Landscape Median Improvements, CIP No. 21272 – Award Professional Services Agreement for Engineering Services. (500)**

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

**7. Accept Letters of No Prejudice with Los Angeles County Metropolitan Transportation Authority (Metro) to Initiate Congestion Hot Spot Intersection Projects. (500)**

1. Accepted the Letters of No Prejudice with METRO, dated March 19, 2014, and authorized staff to begin expenditures of the \$2,417,000 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.

**8. Treasurer's Report – December 31, 2013. (700)**

1. Received and filed Quarterly Treasurer's Report for the quarter ending December 31, 2013.

Motion by Councilmember Armenta, seconded by Councilmember Archuleta to approve Consent Calendar Items No. 1, 2, 3, 5, 7 and 8. Motion carries by the following roll call vote:

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

**NOES:** None

**ABSENT:** Salcido

**CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:**

**4. Rosemead/Lakewood Boulevard at Telegraph Road Intersection Improvements Project, CIP No. 21273 – Cooperative Agreement with the City of Downey. (500)**

Mayor Tercero asked if this would have an impact on the recent median improvements that were made on Telegraph Road with City Manager Bates responding that it would not. Mr. Bates stated that this project is for intersection improvements.

Motion by Mayor Tercero, seconded by Councilmember Archuleta to 1) Authorize the Mayor to execute a cooperative agreement with the City of Downey for the design and construction of the Rosemead/Lakewood Boulevard at Telegraph Road Intersection Improvements Project, CIP No. 21273; and 2) Appropriate \$300,000 in Proposition C, Local Return Funds to CIP 21273.

Agreement No. 14-1474

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

**NOES:** None

**ABSENT:** Salcido

**6. Paramount Boulevard Landscape Median Improvements, CIP No. 21272 – Award Professional Services Agreement for Engineering Services. (500)**

Mayor Tercero commented on the selection process utilized by City staff and requested that staff provide a more detailed analysis of the process as it pertains to each vendor.

Motion by Mayor Tercero, seconded by Councilmember Archuleta to award a Professional Services Agreement to Joseph C. Truxaw and Associates, Inc. for engineering services necessary to prepare the design documents for the Paramount Boulevard Landscape Median Improvements, Whittier Boulevard to Mines Avenue, CIP No. 21272, for an amount not-to-exceed \$130,600, and authorize the Mayor to execute the Agreement in a form approved by the City Attorney.

Agreement No. 14-1475

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

**NOES:** None

**ABSENT:** Salcido

**LEGISLATION:**

- 9. Regional Water Quality Control Board – MS4 Permit Compliance – Introduction of an Ordinance for the Low Impact Development Program and Adoption of a Resolution of Green Streets Policies. (500)**

A brief PowerPoint presentation was provided by the City's consultant Ray Tahir of Tech Environmental Engineering on the LID Ordinance and Green Street Policy Resolution required by the Los Angeles County Municipal NPDES permit adopted in 2012.

Councilmember Archuleta asked how the infiltration system that was presented would be funded through grants or the City's budget. City Manager Bates stated that the responsibility for the infiltration system as presented in the presentation would be with the developer. The cost to the City, he stated, is when the City is required to clean-up the storm water above current drinking water standards as it travels into the San Gabriel River/Rio Hondo channels.

Councilmember Camacho commented on the unreasonable mandate placed on cities to clean-up the storm water to above current drinking water standards and the cost to do so.

Motion by Councilmember Armenta, seconded by Councilmember Archuleta to: 1) Introduce Ordinance No. 1086 amending the Pico Rivera Municipal Code Title 16 Chapter 16.04, "Storm Water and Urban Runoff Pollution Prevention" to incorporate Low Impact Development (LID) provisions, and set a public hearing for May 13, 2014;

2) Adopt Resolution No. 6758 establishing a Green Streets Policy in compliance with the Municipal Separate Storm Sewer System (MS4) Permit; and 3) Approve the Pico Rivera Green Streets Guidance Manual and direct the Director of Public Works/City Engineer to maintain and update the manual, as required, for compliance with the MS4 Permit.

Ordinance No. 1086 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING PICO RIVERA MUNICIPAL CODE CHAPTER 16.04, STORM WATER AND URBAN RUNOFF POLLUTION PREVENTION **(FIRST READING AND INTRODUCTION)**

Resolution No. 6758 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING A GREEN STREETS POLICY

Motion carries by the following roll call vote:

**AYES:** Archuleta, Armenta, Camacho

**NOES:** None

**ABSENT:** Salcido

**ABSTAIN:** Tercero

**MAYOR/COUNCILMEMBER REPORTS ON INTERGOVERNMENTAL AGENCY MEETINGS:**

Councilmember Armenta reported that the County Sanitation Districts hosted a Hazardous Waste Pickup at the Gas Company with about 800 residents participating.

**NEW BUSINESS:**

Councilmember Archuleta requested that residents and staff be pro-active in reporting graffiti, shopping carts, etc. in order to keep the City looking clean.

Councilmember Camacho stated that the post office should be notified that the U.S. flag has not been hoisted and Councilmember Armenta reported that the U.S. flag at the History & Heritage facility needs to be replaced.

Mayor Tercero referenced a letter from the City of Whittier asking the City to look into funding a Metro Gold Line consultant and directed staff to follow through on options for funding the consultant. He also requested that staff increase security at the wall/alley near the Apartments on Paramount and Whittier Boulevards where the new Fast Five Carwash is located.

**OLD BUSINESS:** None.

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

Andy and Dorothy Hernandez, A&D Transportation owners:

- Addressed the City Council regarding bus transportation issues.

Rudy Guevera, SEIU representative:

- Addressed the City Council regarding termination of an employee.

George Rivera:

- Addressed the City Council regarding employee issues.

Susan Lozano, representative of the History & Heritage Society:

- Addressed the City Council to invite them to an Open House on May 3, 2014 from 12:00 p.m. to 4:00 p.m. and to thank City Council for their support of the historical museum.

Celia Galindo:

- Addressed the City Council to invite them to a fundraiser on May 7<sup>th</sup> from 5:00 p.m. to 8:00 p.m. at Shakey's Pizza Parlor sponsored by the History & Heritage Society.

Recessed to Closed Session at 7:15 p.m.

ALL FOUR MEMBERS WERE PRESENT (SALCIDO ABSENT)

Reconvened from Closed Session at 8:05 p.m.

ALL FOUR MEMBERS WERE PRESENT (SALCIDO ABSENT)

**CLOSED SESSION(S):**

**a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Pursuant to Government Code Section 54956.9 subdivision (d) paragraph (1)  
Jeff Tracy dba Land Forms Construction v. City of Pico Rivera  
Case No. VC 062697

City Attorney Alvarez-Glasman reported that direction was provided to Special Counsel, no final action was taken and that there was nothing further to report.

**b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Pursuant to Government Code Section 54956.9 subdivision (d) paragraph (1)  
City of Pico Rivera v. Water Replenishment District of Southern California  
(and related cases)  
Case No. BS139228

City Attorney Alvarez-Glasman reported that direction was provided to City Council and staff regarding a Tolling Agreement, no final action was taken and that there was nothing further to report.

**ADJOURNMENT:**

Mayor Tercero adjourned the City Council meeting at 8:06 p.m. There being no objection it was so ordered.

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

**NOES:** None

**ABSENT:** Salcido

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Brent A. Tercero, Mayor

**ATTEST:**

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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 April 22, 2014 and approved by the City Council on May 13, 2014.

---

Anna M. Jerome, City Clerk



Tuesday, May 5, 2014

A Special Meeting of the City Council was held at the Pico Rivera Library, 9001 Mines Avenue, Pico Rivera, California.

Mayor Tercero called the meeting to order at 8:25 a.m. on behalf of the City Council.

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

**ABSENT:** None

Councilmember Camacho arrived at 8:27 a.m.

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

Convened to Closed Session at 8:27 a.m.

ALL MEMBERS WERE PRESENT

Recessed from Closed Session at 11:25 a.m.

Reconvened to Closed Session at 12:30 p.m.

ALL MEMBERS WERE PRESENT

Recessed from Closed Session at 3:30 p.m.

ALL MEMBERS WERE PRESENT

**CLOSED SESSION:**

**a. PUBLIC EMPLOYMENT**

Pursuant to Government Code Section 54957

Title: City Manager

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 3:39 p.m. There being no objection it was so ordered.

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

**NOES:** None

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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 special meeting dated May 5, 2014 and approved by the City Council on May 13, 2014.

---

Anna M. Jerome, City Clerk



Monday, March 3, 2014

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

**STAFF PRESENT:**

Ben Martinez, Director  
Julia Gonzalez, Deputy Director  
Guille Aguilar, Senior Planner  
Scott Nichols, City Attorney

**ROLL CALL:**

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

**ABSENT:** None.

**FLAG SALUTE:** Led by Commissioner Elisaldez

**APPROVAL OF MINUTES:**

February 3, 2014

Motion to approve the minutes was made by Commissioner Elisaldez and seconded by Commissioner Zermeno:

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

**PUBLIC HEARING:**

- a) CONTINUED PUBLIC HEARING - ZONING CODE AMENDMENT NO. 171 TO ALLOW INSTRUCTIONAL TASTINGS OF BEER, WINE AND DISTILLED SPIRITS IN CONJUNCTION WITH CERTAIN QUALIFIED OFF-SALE RETAIL LICENSED BUSINESSES

Senior Planner Guille Aguilar presented the staff report. This item was brought before the Planning Commission in January 2014. This zone code amendment would allow for Ramirez Liquor to apply for approval to hold instructional tasting events at the liquor store; this is proposed as an economic driver to attract more clientele and to compete with the online alcohol sales market.

Staff was instructed to conduct additional research at the January 2014 Planning Commission meeting, specifically to obtain crime reports for other businesses in Southern California that are currently having these events. Staff found five businesses that have been approved by their jurisdictions to have tasting events. Only two of these businesses currently hold events but neither has had any alcohol related incidents or for the general sale of alcohol.

Staff was also asked to find out what type of monitoring and inspections are done for these types of licenses by ABC. It was confirmed that there is only a one time inspection during the application phase. Marketing of the tasting events can either be done by the business owner or the beverage manufacturer. The price of the alcohol cannot be included in the advertising, and no giveaways are allowed at the event.

There have not been any alcohol related incidents in the year Ramirez Liquor has been open. One call for service regarding a dispute with a customer and another person in the parking lot has been placed in the last year.

Staff is waiting to hear back from the Hollenbeck Station for crime reports on Ramirez Liquor's first location in Boyle Heights. The Pico Rivera Sheriff's Station is opposed to these type of events. The tasting events are free, and there is concern with panhandlers being attracted to the events, potential crowds, the frequency of the events, and also the oversight.

Staff is recommending to continue the public hearing to a date uncertain in order to obtain the crime reports for the Boyle Heights location and also obtain a list of the beverage manufacturers that Ramirez Liquor plans to use at these events. Staff would also like to look into appropriate standards to regulate these tasting events.

Since staff is requesting to continue the public hearing, Chairperson Garcia asked for a recommendation to open the public hearing. It was motioned by Commissioner Elisaldez, seconded by Commissioner Celiz.

Motioned carried by the following roll call vote:

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

There being no comments on the public hearing , it was motioned to continue the public hearing to a date uncertain by Commissioner Celiz, seconded by Commissioner Gomez.

Motioned carried by the following roll call vote:

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

Commissioner Elisaldez stated that comparing the Boyle Heights store to the Pico Rivera location is like comparing two separate stores, since the Boyle Heights location is just a liquor store and there are no tasting events. Commissioner Elisaldez commented that prior to Ramirez Liquor there was another liquor store at the site that had quite a few problems, such as the problems that the Sheriff's Station mentioned when they stated they were opposed to this type of tasting license. Commissioner Elisaldez is requesting the crime statistics of the previous liquor store at this location be requested from the Sheriff's Station.

Director Martinez asked Commissioner Elisaldez to clarify the first portion of his question.

Commissioner Elisaldez stated that the Boyle Heights store is operating as just a liquor store, that they do not have a Type 86 license and that the Boyle Heights location is in a different type of neighborhood than the Pico Rivera location, so crime reports for the Boyle Heights location would be irrelevant. Commissioner Elisaldez stated that the Pico Rivera location should stand alone.

Commissioner Zermeno asked what size the tastings are.

Senior Planner Aguilar stated the limits vary depending on the type of alcohol. The tastings are only a few ounces.

Scott Nichols, City Attorney, stated the law states the tastings are less than an ounce for hard liquor, an ounce for wine, and a higher limit for beer.

Commissioner Elisaldez asked if there is a limit of one taste per item.

Elizabeth Peterson, the applicants representative stated there are no more than three tastings. The code will read that a single tasting of distilled spirits shall not exceed one fourth of one ounce, and wine shall not exceed more than one ounce. The tasting of beer is limited to eight ounces of beer per person per day.

Commissioner Gomez stated that the law states that the retailer must be 5000 sq. ft or above and Ramirez Liquor only has 2400 sq. ft. Commissioner Gomez is asking if Ramirez Liquor is asking for an amendment to this portion of the law or if they will be getting a larger space.

Senior Planner Aguilar clarified that the initial law was going to have a threshold of 5,000 sq. ft., but that restriction was removed. If a liquor store has retail sales of 50% or more of alcohol, they qualify for a type 86 license. If they do not, they must meet the 5000 sq. ft. or above threshold. Gasoline stations, regardless of size, cannot apply for a Type 86 license.

Commissioner Celiz asked why certain types of businesses can charge for the tastings and why this law says we cannot.

Senior Planner Aguilar answered that there are different types and categories of licenses. A Type 86 License does not allow charging for tastings, but a BevMo, which operates tasting events under a different license type, is allowed to charge. It is based on the classification of the license that the business obtains.

Commissioner Celiz asked in what area of the store will they be having the wine tasting.

Senior Planner Aguilar responded that this is secondary to the code amendment. If this amendment is approved, the applicant will be able to apply for the approval from the City, and at that point will be required to specify the area that will be separated for this event.

- b) ZONE RECLASSIFICATION NO. 316 - TO CHANGE THE ZONE DESIGNATION FROM PROFESSIONAL AND ADMINISTRATIVE (P-A) TO GENERAL COMMERCIAL (C-G) FOR THE PROPERTY LOCATED AT 6605 ROSEMEAD BOULEVARD, PICO RIVERA FOR THE FUTURE DEVELOPMENT OF AN EXTENDED STAY HOTEL

Director Ben Martinez presented the staff report. This development of the hotel project

will require a conditional use permit, so staff would like to continue this item to a date uncertain, re-notice the item, and will bring both the conditional use permit and rezoning together.

At this time, Director Martinez invited the public to speak at this time.

It was motioned to open the public hearing by Commissioner Celiz, seconded by Commissioner Elisaldez.

At this point, Chairperson Garcia invited anyone in favor of this zone reclassification to speak. No members of the audience spoke in favor of this amendment.

At this point, Chairperson Garcia invited anyone opposed of this zone reclassification to speak.

Howard Patel and his father, owners of the Angels Motel next door to the vacant lot, spoke in opposition of this zone reclassification. Mr. Patel introduced Tim Lin, who owns the Knights Inn across the street, and Yagnesh Bhakta who owns the Riviera Motel on Slauson Avenue. Mr. Patel stated that there are nearly 200 rooms within the three properties within two square blocks of this area, and questioned what justifies an extended stay hotel, Candlewood Suites, to be constructed in the area. Mr. Patel commented that there is an existing Candlewood Suites near LAX, and another in Garden Grove near Disneyland. Mr. Patel is asking why the City needs an extended stay hotel considering the amount of rooms in the area, about 200, and eight other hotels in Pico Rivera, questioned the legality of the rezoning.

Chairperson Garcia responded that staff will need to research this further and will not have an answer at this time.

Mr. Patel also stated he brought in a petition from residents that live behind the area and signatures from property owners that live within 200 feet to present to the Commission.

Tim Lin, owner of the Knights Inn spoke on his concerns. Mr. Lin stated that the Knights Inn has several rooms, a meeting room, restaurant and bar. Mr. Lin doesn't feel there should be another hotel when there are already three motels within one block of another. Mr. Lin asked if this is "spot zoning" since there is a zone change request. Mr. Lin feels this is invalid and illegal.

Yagnesh Bhakta, owner of the Riviera Motel stated that he has the same concerns as the two previous speakers. Mr. Bhakta stated that one of his concerns is that in the last 15

years their occupancy has not been very high, and this new property, he feels will not do very well in this area.

Howard Patel stated that with sublevel parking, the panhandling issue in the area will increase. Also, sublevel parking creates an area where criminals can hide from the police and go undetected and create more crime within the area. Mr. Patel also stated that the noise levels in the area would increase for the residents behind the proposed hotel. They are worried about the noise from the air conditioning, privacy issues from hotel patrons looking down at the homes, and the surrounding land value going down.

Yolanda Garcia, property manager for Shangri Lodge apartment/hotel which is an extended stay hotel stated that most of the people that come in are transients and they may be attracted to the new extended stay. The Shangri Lodge has 115 rooms, some with kitchenettes. Ms. Garcia stated she is opposed to this, because she doesn't feel there is a need for this, and it will not enhance the neighborhood.

Deputy Director Gonzalez stated that staff is not prepared to answer any questions at this time, and suggested to close the public hearing after receiving no further comments from the public.

It was motioned to close the public hearing by Commissioner Elisaldez, seconded by Commissioner Gomez.

Motioned carried by the following roll call vote:

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

It was then motioned to continue the public hearing to a date uncertain by Commissioner Elisaldez, seconded by Commissioner Zermeno.

Motioned carried by the following roll call vote:

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

Deputy Director Gonzalez advised the public to make sure they provide their contact

information to receive the public hearing notice.

City Attorney Scott Nichols stated that the roll call method is used to announce the vote.

Commissioner Elisaldez thanked the public for their attendance and participation.

**PUBLIC COMMENTS – NON-AGENDA ITEMS:** None.

**NEW BUSINESS:** None to report.

**PLANNING COMMISSION REPORTS:**

PLANNING COMMISSION REPRESENTATIVE TO THE CITY COUNCIL MEETING OF Tuesday, March 11, 2014 - Commissioner Elisaldez stated that his attendance is tentative and that Commissioner Zermeno will attend if he does not.

**CONTINUED/OLD BUSINESS:**

Chairperson Garcia presented Commissioner Elisaldez with a certificate of appreciation for his time spent as Chairperson to the Planning Commission.

Commissioner Elisaldez thanked staff and commissioners.

There being no further business the Planning Commission meeting was adjourned at 6:37 p.m.



\_\_\_\_\_  
Ruben L. Garcia, Chairperson

**ATTEST:**



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

**18<sup>th</sup> WARRANT REGISTER OF THE 2013-2014 FISCAL YEAR**

**MEETING DATE: 05/13/14**

**TOTAL REGISTER AMOUNT: \$2,132,907.67**

**CHECK NUMBERS: 261586-261876**

**SPECIAL CHECK NUMBERS:**

**REGULAR CHECK TOTAL: \$2,132,907.67**

**SPECIAL CHECK TOTAL:**

**TOTAL REGISTER AMOUNT: \$2,132,907.67**

**PAYROLL REGISTER P/P 04/18/14 - 05/02/14**

**Pay Date: 05/08/14**

**VOID ACH CKS**  
\_\_\_\_\_

**VOID CKS**  
\_\_\_\_\_

**Scrap:**  
389231  
389233  
389281

**SPECIAL CKS**  
389232            23,466.40  
\_\_\_\_\_  
23,466.40

**CKS**  
389234 - 389280            37,355.96  
\_\_\_\_\_  
37,355.96

**ACH**  
389282 - 389475            239,477.95  
\_\_\_\_\_  
239,477.95

**TOTAL**            300,300.31

**PAYROLL REGISTER P/P 04/04/14 - 04/18/14**

**Pay Date: 04/24/14**

**VOID ACH CKS** \_\_\_\_\_  
-

**VOID CKS** \_\_\_\_\_  
-

**Scrap:**  
388986  
389036

**SPECIAL CKS** \_\_\_\_\_  
-

**CKS**  
388987 - 389035      36,886.48  
\_\_\_\_\_  
36,886.48

**ACH**  
389037 - 389230      245,157.03  
\_\_\_\_\_  
245,157.03

**TOTAL** \_\_\_\_\_  
282,043.51



**To:** Mayor and City Council  
**From:** City Manager  
**Meeting Date:** May 13, 2014  
**Subject:** LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1 – ANNUAL RENEWAL CONSIDERATION

**Recommendations:**

- 1) Adopt Resolution initiating the Fiscal Year 2014-2015, Levy of Annual Assessment and ordering the preparation of the Engineer’s Report for the Landscaping and Lighting Assessment District No. 1.
- 2) Adopt Resolution preliminarily approving the Engineer’s Report for the Fiscal Year 2014-2015, levy and collection of assessments within the Landscaping and Lighting Assessment District No. 1 pursuant to the Landscaping and Lighting Act of 1972.
- 3) Adopt Resolution declaring the City Council’s intention to levy and collect the annual assessment within the Landscaping and Lighting Assessment District No. 1 for Fiscal Year 2014-2015, pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15, of the California Streets and Highways Code, and setting June 10, 2014 as the date for the public hearing of objections thereto.

**Fiscal Impact:**

This assessment will raise approximately \$677,830 to cover operational costs.

**Discussion:**

The Landscaping and Lighting Assessment District No. 1 was formed on July 24, 1979, pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15, of the California Streets and Highways Code. Under the 1972 Act, the Assessment District is authorized to fund, service, and/or maintain the following improvements:

- The installation or planting of public landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The payment for electrical costs.

To complete the levy of annual assessment, the City Council must first adopt a resolution generally describing any proposed new improvements or any substantial changes in existing improvements and order the Engineer to prepare and file an annual report. This resolution is being presented concurrently with the resolution approving the annual report.

A public hearing to hear any objections is recommended for Tuesday, June 10, 2014. The Engineer's Report proposed assessment rates include a 1.04% CPI adjustment. The proposed assessments are at the following rate for each Zone:

	<b>2014-2015</b>	<b>2013-2014 - Current</b>
Zone A	\$25.76	Zone A \$25.50
Zone B	\$37.36	Zone B \$36.98

mm 

Ronald Bates

RB:MM:CO

- Attachment 1 – Initiating Proceedings Resolution
- Attachment 2 – Preliminary Approval of Engineer's Annual Levy Report Resolution
- Attachment 3 – Declaration of Intent to Levy Annual Assessments Resolution
- Attachment 4 – Engineer's Annual Levy Report

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA INITIATING PROCEEDINGS FOR ANNUAL LEVY OF ASSESSMENTS FOR PICO RIVERA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2014-2015 AND ORDERING THE PREPARATION OF AN ENGINEERS REPORT PURSUANT TO PROVISIONS OF CALIFORNIA STREETS AND HIGHWAYS CODE DIVISION 15, PART 2**

**WHEREAS**, the City Council has, by previous Resolutions, formed the Pico Rivera Landscape and Lighting Assessment District No. 1 (hereinafter referred to as the "District") pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500 (hereafter referred to as "the Act"), that provides for the levy and collection of assessments by the County of Los Angeles for the City of Pico Rivera to pay the maintenance and services of lighting and landscaping improvements, and all appurtenant facilities and operations related thereto; and

**WHEREAS**, the City Council has retained Willdan Financial Services (hereinafter "Assessment Engineer"), for the purpose of assisting with the establishment of the annual assessments and to prepare and file an Engineer's Annual Levy Report (hereinafter referred to as the "Engineer's Report") with the City Clerk in connection with said improvements and assessments in accordance with the Act; and the provisions of the California Constitution, Article XIII D.

**NOW, THEREFORE**, the City of Pico Rivera does hereby resolve as follows:

**SECTION 1.** The City Council of the City of Pico Rivera desires to initiate proceedings for the levy and collection of an assessment against parcels of property within the assessment district for Fiscal Year 2014-2015, commencing July 1, 2014 and ending June 30, 2015, to pay for the costs and expenses in Section 3 hereof; and

**SECTION 2.** The City Council hereby orders the Assessment Engineer to prepare and file with the City Clerk the Engineer's Report concerning the establishment and levy of District assessments for Fiscal Year 2014-2015 in accordance with Chapter 1, Article 4, commencing with Section 22565 of the Act.

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

**Page 2 of 2**

**SECTION 3.** The proposed District improvements and Zones for Fiscal Year 2014-2015 are substantially the same as the improvements and Zones previously approved and adopted by the City Council including the maintenance and operation of and the furnishing of services and materials for public lighting facilities including, but not limited to, street lights and safety lights at intersections; and landscaped areas including open space areas, parkways, slopes and medians within the public rights-of-way including, but not limited to, trees, shrubs, turf and other ornamental vegetation, drainage and irrigation systems, and other appurtenant facilities. The Engineer's Report shall generally describe all District improvements.

**ADOPTED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
**Brent A. Tercero, Mayor**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Anna M. Jerome, CMC**  
City Clerk

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT REGARDING PICO RIVERA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1; AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2014-2015**

WHEREAS, the City Council has, by previous Resolution, ordered the preparation of an Engineer's Report (hereafter referred to as the "Report") regarding the assessment district designated as the "Landscape and Lighting Assessment District No. 1" (hereafter referred to as the "District"), and the levy and collection of assessments related thereto for Fiscal Year 2014-2015, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500 (hereafter referred to as the "Act"); and,

WHEREAS, there has now been presented to this City Council the Report as required by Chapter 2, Article 1, Section 22586 of said Act; and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, and is preliminarily satisfied with the District, the improvements described therein, each and all of the budget items and documents as set forth therein, and is satisfied that the proposed annual assessments, on a preliminary basis, have been spread in accordance with the special benefits received from the improvements, operation, administration, maintenance and services to be performed within the District, as set forth in said Report.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF PICO RIVERA, AS FOLLOWS:**

**SECTION 1.** The preceding recitals are all true and correct.

**SECTION 2.** The Report as presented, consists of the following:

- A Description of Improvements.
- A Diagram of the District.
- The proposed Annual Budget for the Fiscal Year (Costs and Expenses).

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

**Page 2 of 2**

- The Method of Apportionment that details the method of calculating each parcel's proportional special benefits and annual assessment.
- The District Roll containing the Levy for each Assessor Parcel Number within the District commencing Fiscal Year 2014-2015.

**SECTION 3.** The District and the associated assessments as outlined in the Engineer's Report are in compliance with the provisions of California Constitution Article XIII D.

**SECTION 4.** The Report is hereby approved on a preliminary basis, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

**SECTION 5.** The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Report.

**ADOPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.**

\_\_\_\_\_  
**Brent A. Tercero, Mayor**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Anna M. Jerome, CMC**  
City Clerk

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**ABSTAIN:**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, CONFIRMING THE ENGINEER'S REPORT AND DECLARING INTENTION TO LEVY ANNUAL ASSESSMENTS FOR FISCAL YEAR 2014-2015, PICO RIVERA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1**

**WHEREAS**, the City Council has, by previous Resolutions, formed the Pico Rivera Landscape and Lighting Assessment District No. 1 (hereinafter referred to as the "District"), and initiated proceedings for Fiscal Year 2014-2015, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500 (hereinafter referred to as the "Act") that provides for the levy and collection of assessments by the County of Los Angeles for the City of Pico Rivera to pay the maintenance and services of all improvements and facilities related thereto; and

**WHEREAS**, the City Council has retained Willdan Financial Services for the purpose of assisting with the establishment of the assessments and to prepare and file an Engineer's Annual Levy Report (hereinafter referred to as the "Engineer's Report") with the City Clerk in accordance with the Act, and the provisions of the California Constitution, Article XIID; and

**WHEREAS**, the Engineer's Report for Fiscal Year 2014-2015 has been prepared and filed with the City Clerk and has been presented to the City Council for review and approval.

**NOW, THEREFORE, BE IT RESOLVED** for Pico Rivera Landscape and Lighting Assessment District No. 1, Pursuant to Chapter 3, Section 22624 of the Act, and the California Constitution, Article XIID, as follows:

**SECTION 1.** The City Council hereby declares that it is its intention to seek the annual levy of the District pursuant to the Act, over and including the land within the District boundary and any territories annexed thereto, and to levy and collect special benefit assessments on all such land to pay the costs of the operation, maintenance, and servicing of lighting, landscaping, and all appurtenant facilities and operations related thereto.

**SECTION 2.** The Engineer's Report as presented has been reviewed by the City Council, and based on this review the City Council hereby makes the following determinations:

- a. The District improvements and zones described in the report are substantially the same as those improvements and zones previously approved and adopted by the City Council.
- b. The costs and expenses of providing the improvements have been budgeted for each of the District zones and the proportionate special benefit derived by each individual parcel assessed has been determined in relationship to the entirety of those costs and expenses.
- c. The proposed assessments do not exceed the reasonable cost of the proportional special benefit conferred on each parcel.
- d. Only the special benefits have been assessed and a contribution has been made from City funds in the amount that exceeds any reasonable general benefit to properties outside the District or to the public at large.
- e. The assessments do not exceed the maximum annual assessments previously approved by property owners within the District and authorized to be levied for the District and the zones therein.

**SECTION 3.** The Engineer's Report for Fiscal Year 2014-2015 as presented is hereby approved for content and it is the intention of the City Council to levy and collect the proposed assessments so described for Fiscal Year 2014-2015.

**SECTION 4.** The proposed improvements within the District include the maintenance, operation, and the furnishing of services and materials for public lighting facilities including, but not limited to, street lights and safety lights at intersections; and landscaped areas including open space areas, parkways, slopes and medians within the public rights-of-way including, but not limited to, trees, shrubs, turf and other ornamental vegetation, drainage and irrigation systems, and other appurtenant facilities. The Engineer's Report, as ordered by previous Resolution, provides a full description of the improvements and the assessments connected therewith for the District.

**SECTION 5.** The boundaries of the District are within the boundaries of the incorporated City Limits of the City of Pico Rivera, within the County of Los Angeles, State of California, and is designated as Pico Rivera Landscape and Lighting Assessment District No. 1. The District and Zones within the District are fully described in the Engineer's Report.

**SECTION 6.** The proposed assessment for each parcel within the District shall be calculated in accordance with the method of apportionment established for the District and shall not exceed the assessment rates and annual inflationary adjustment approved by the property owners in accordance with the California Constitution, Article XIIIID. The method of apportionment and the proposed assessment rates for fiscal year 2014-2015, are documented in the Engineer's Report, reviewed and approved by the City Council at the annual Public Hearing set forth in this Resolution.

**SECTION 7.** The City Council hereby declares its intention to conduct a Public Hearing concerning the levy of assessments for the District in accordance with Chapter 3, Section 22625 of the Act and California Constitution, Article XIIIID, Section 4(e).

The City shall give notice of the time and place of the Public Hearing by posting a copy of this Resolution on the official bulletin board customarily used by the Council for the posting of notices and by publishing this Resolution in a local newspaper pursuant to applicable Government Code as outlined in Chapter 3, Section 22625 of the Act. At the Public Hearing, all interested persons shall be permitted to present written and/or oral testimony.

**SECTION 8.** Notice is hereby given that a Public Hearing on these matters will be held by the City Council on Tuesday, June 10<sup>th</sup>, 2014 at 6:00 p.m., or as soon thereafter as feasible, in the City Council Chambers, located at 6615 Passons Boulevard, Pico Rivera.

**ADOPTED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
**Brent A. Tercero, Mayor**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Anna M. Jerome, CMC**  
City Clerk

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**



# City of Pico Rivera

## Landscape and Lighting Maintenance Assessment District No. 1

2014/2015 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: May 13, 2014  
Public Hearing: June 10, 2014

27368 Via Industria  
Suite 110  
Temecula, CA 92590  
T 951.587.3500 | 800.755.6864  
F 951.587.3510

[www.willdan.com/financial](http://www.willdan.com/financial)



**ENGINEER'S REPORT AFFIDAVIT**

**Establishment of Annual Assessments for the:  
Landscaping and Lighting Assessment District No. 1**

City of Pico Rivera  
Los Angeles County, State of California

This Report describes the District including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2014/2015, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Willdan Financial Services  
District Engineer  
On Behalf of the City of Pico Rivera

By: \_\_\_\_\_

Susana Medina  
Project Manager, District Administration Services

By: \_\_\_\_\_

Richard Kopecky  
R. C. E. # 16742

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## ***I. OVERVIEW***

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### **A. INTRODUCTION**

The City of Pico Rivera (the "City") annually levies and collects special assessments in order to continue the operation, maintenance and servicing of landscaping and lighting improvements within the Assessment District designated and known as:

#### **CITY OF PICO RIVERA LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1**

Pursuant to the order of the City Council of the City of Pico Rivera, this Report is prepared in compliance with the requirements of *Article 4, Chapter 1, Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of the State of California* (the "1972 Act").

On July 24, 1979 pursuant to the provisions of the 1972 Act, the County of Los Angeles (the "County") and the City of Pico Rivera formed and created Landscaping and Lighting Assessment District No. 1 (the "District") as a combined district with County Lighting Maintenance District (the "CLMD") 10011 that included Zones 10011A and 10011B. Together, the combined Districts included all parcels within the City of Pico Rivera, but represented only a portion of the much larger County Lighting District LLA-1 that was formed and administered by the County. Through Fiscal Year 1995/1996 the County retained responsibility for the operation, maintenance, servicing and administration of the street lighting system within the boundaries of the District representing the entire City of Pico Rivera. The annual assessments established for the District provide supplemental funding for the operation, maintenance and servicing of the street lighting systems within the City not funded by ad valorem property taxes revenues.

To ensure local control of operation, maintenance and servicing of improvements that benefit properties within the City, in May of 1996, the City Council initiated proceedings for a formal request and transfer of funds and authority over the combined districts from the Los Angeles County Board of Supervisors to the City of Pico Rivera City Council effective on August 1, 1996. The detachment and transfer of authority of the County administered districts within the City boundaries allowed the City Council to adopt the inclusion of operation, maintenance, and servicing of various landscape improvements within the City as authorized under the 1972 Act. In addition to street lights, other improvements within the street rights of way including traffic signals, median and parkway landscaping, graffiti removal, and the acquisition of any existing improvements otherwise authorized pursuant to the 1972 Act were adopted by the City Council utilizing the previously authorized method of apportionment and assessment rates established for the District assessments.

- This Engineer's Report (the "Report") provides an annual update of the District including the proposed expenses and revenues, any substantial change in the improvements of the District, and the proposed assessments to be levied on the County tax roll for Fiscal Year 2014/2015. The annual assessments to be levied on parcels within the District are based on a calculation of the proportional special benefits parcels receive from the improvements and services provided, utilizing an established method of apportionment. The revenues generated by the annual assessments partially fund the costs associated with the installation, operation, maintenance, servicing and administration of the public street lighting system, traffic signals, landscaping and graffiti abatement in public areas within the street rights of way throughout the City.

The word "parcel", for the purposes of this Report, refers to an individual property assigned its own Assessor's Parcel Number ("APN") by the Los Angeles County Assessor's Office. The Los Angeles County Auditor/Controller uses these APN's and specific Fund Numbers, to identify on the tax roll, properties assessed for special district benefit assessments.

## **B. COMPLIANCE WITH THE CURRENT LEGISLATION**

This Report has been prepared pursuant to the order of the City Council as required by the provisions Chapter 3, of the 1972 Act (commencing with Section 22620), which outlines the procedures for the annual levy of assessments.

At a noticed public hearing, the City Council will consider all public comments and written protests regarding the District, the proposed assessments for the upcoming Fiscal Year as described in this Report. Upon conclusion of the public testimony the City Council may direct any necessary modifications to the Report and approve the Report as submitted or as amended. Following approval of the Report, the City Council will by resolution, order the improvements to be made and confirm the levy and collection of assessments pursuant to the 1972 Act. The assessment rates and method of apportionment described in this Report as approved or modified by the City Council defines the assessments to be applied to each parcel within the District for Fiscal Year 2014/2015. The assessments as approved will be submitted to the County Auditor/Controller to be included on the property tax roll for each parcel for the Fiscal Year.

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of landscape improvements, public lights and appurtenant facilities. The 1972 Act Section 22573 further requires that the cost of these improvements be levied according to benefit rather than assessed value:

*"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

In addition to the provisions of the 1972 Act, it has been determined that the existing annual assessments for this District have been previously levied in accordance with the provisions of the California Constitution Articles XIID (the "Article XIID"), which was enacted as a result of the passage of Proposition 218, approved by the California voters in November 1996.

Article XIID specifically addressed both the substantive and procedural requirements to be followed for assessments. The procedural and approval process outlined in Article XIID Section 4, applied to all assessment districts, with the exception of those existing assessments that met one or more of the exemptions set forth in Section 5 of Article XIID. Specifically as it relates to the District, the exemption provision set forth in Section 5(a) of Article XIID include:

*"any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control."*

Street Improvement is defined based on the definitions provided by the Office of the Controller for the State of California in the "Guidelines Relating to Gas Tax Expenditures" published by the Division of Local Government Fiscal Affairs. The state's gas tax program is administered in city agencies, but audited by the office of the State Controller. The proceeds of the gas tax are statutorily limited to expenditures for streets and roads. Because the funds are restricted to street and road costs, the State Controller has developed "Street Purpose Definitions and Guidelines" based on the "Manual of Uniform Highway Accounting and Financial Management Procedures" developed by the American Association of State Highway Officials. Street improvement is defined as the construction, operation, or maintenance of facilities within the right of way used for street or road purposes including but not limited to the following:

- Installation or expansion of the street lighting system including replacement of old equipment with superior equipment, installation of traffic signals at intersections and railroad crossings, replacement of equipment as required for relocations for street purposes, and purchase and installation of traffic signal control equipment.
- Expansion or installation of fences, raised medians or barriers for traffic safety; installation or addition to landscape treatment such as sod, shrubs, trees, irrigation, etc; installation or extension of curb,

gutter, or sidewalks; and replacement of retaining walls to a higher standard.

- Servicing lighting systems and street or road traffic control devices including, repainting and repairing traffic signals and lighting standards; and furnishing of power for street and road lighting and traffic control devices.
- Mowing, tree trimming and watering within the street right of way; replacing top soil, sod, shrubs, trees, irrigation facilities, etc. on the street and roadside; reseeding, resodding, and repairing of shoulders and approaches; reshaping or restoration of drainage channels and side slopes; cleaning or repairing of culverts and drains, or curb and gutter.

Street improvement as it relates to this District, is defined as the continued installation, operation, maintenance and servicing of public street lights and traffic signals (including the maintenance of appurtenant horizontal and vertical surfaces); the installation, operation, maintenance and servicing of landscaped parkways, medians or other public areas within the street rights of way (including the removal or covering of graffiti or any other such improvement, maintenance, operation and servicing authorized by the provisions of the 1972 Act); all of which are located within the public street rights of way, which is further defined as one or any combination of the following:

- Any public street, highway, road, alley, lane, boulevard, parkway, or other way dedicated to or used for public use.
- Any public property, right-of-way, or leasehold interest which is in use in the performance of a public function and which adjoins any of the ways described in the preceding public use.
- As such, it has been determined that the existing District assessments (based on the current rates and method, approved and adopted prior to July 1, 1997) are exempt from the procedural and approval requirements set forth in Article XIID, Section 4 of the California Constitution as these assessments meet the exemption provisions of Article XIID, Section 5 (a), namely; an assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for streets.

The current assessments for this District were established prior to the passage of Proposition 218. At the time the City accepted authority and responsibility for the District (August 1996), the assessments for the existing zones (Zone A and Zone B) had been gradually increased by the Los Angeles County Board of Supervisors to a maximum assessment rate of \$20.00 and \$29.00 per benefit unit, respectively. Although the assessment rates established by the County also

included an assessment range formula that provides for the continued incremental increase of the assessment rates using the Consumer Prices Index for Los Angeles, Orange and Riverside Counties, All Items (the "CPI"), between Fiscal Year 1997/1998 through Fiscal Year 2003/2004 the City Council had not exercised its option to adjust the maximum assessment rates.

The proposed annual levy of assessments for Fiscal Year commencing July 1, 2014 and ending June 30, 2015 (Fiscal Year 2014/2015) as described in this Report have been prepared and made pursuant to the provisions of the 1972 Act and are consistent with the assessments previously approved and adopted by the City Council. The assessments described herein for Fiscal Year 2014/2015 (assessment rates including the CPI adjustment and method of apportionment) do not exceed the maximum assessment rates authorized (as interpreted by the City Attorney) and are therefore in compliance with the provisions of the California Constitution Article XIID.

## ***II. DESCRIPTION OF THE DISTRICT AND SERVICES***

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### **A. BOUNDARIES OF THE DISTRICT**

The District was originally formed in 1979, by the Los Angeles County Board of Supervisors, as the Pico Rivera Zone of the County Lighting District LLA-1, and included the entire City of Pico Rivera. The boundary of the District is completely within the City limits of the City of Pico Rivera and coterminous with said City limits. An Assessment Diagram showing the exterior boundaries of the District and the benefit zones therein has been previously prepared pursuant to the provisions of the 1972 Act. Said Assessment Diagram is on file in the office of the City Clerk at the City Hall of Pico Rivera, and is hereby made a part of this Report by reference. All lots or parcels of real property included within the District are described in detail on the county assessor's maps on file in the Los Angeles County Assessor's office. Said assessor's maps shall govern for all details concerning the lines and dimensions of such lots or parcels.

### **B. IMPROVEMENTS - PLANS AND SPECIFICATIONS**

This District, by special benefit assessments on a Citywide basis, provides funding for a portion of the costs associated with the continued installation, operation, maintenance and servicing of public street lights and traffic signals (including the maintenance of appurtenant horizontal and vertical surfaces); the installation, operation, maintenance and servicing of landscaped parkways, medians or other public areas within the street rights of way (including the removal or covering of graffiti or any other such improvements, authorized by the provisions of the 1972 Act); all of which are located within the public street rights of way, which is further defined as one or any combination of the following:

- Any public street, highway, road, alley, lane, boulevard, parkway, or other way dedicated to or used for public use.
- Any public property, right-of-way, or leasehold interest which is in use in the performance of public function and which adjoins any of the ways described above.

As defined by Section 22525 of the 1972 Act, "improvement" means one or any combination of the following:

1. The installation or planting of public landscaping.
2. The installation or construction of statuary, fountains, and other ornamental structures and facilities.
3. The installation or construction of public lighting facilities, including, but not limited to, traffic signals. Section 22534 of the 1972 Act further states:

*"Public lighting facilities" means all works or improvements used or useful for the lighting of any public places, including, but not limited to, ornamental standards, luminaries, poles, supports, tunnels, manholes, vaults, conduits, pipes, wires, conductors, guys, stubs, platforms, braces, transformers, insulators, contacts, switches, capacitors, meters, communication circuits, appliances, attachments, and appurtenances.*

4. The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
5. The maintenance or servicing, or both, of any of the foregoing. Sections 22531 and 22538 of the 1972 Act further state:

*"Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including: repair, removal, or replacement of all or any part of any improvement; providing, for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; removal of trimmings, rubbish, debris, and other solid waste; cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.*

*"Servicing" means the furnishing of electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvement. Water for the irrigation of any landscaping, the operation of any foundations, or the maintenance of any other improvement.*

Maps showing the location of the improvements within the District, are on file with the City Clerk of the City of Pico Rivera, and are made a part of this Report by reference.

### ***III. METHOD OF APPORTIONMENT***

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#### **A. GENERAL**

The net amount to be assessed upon lands within the District in accordance with this Report is apportioned by a formula and method which *“fairly distributes the net amount to be assessed among all assessable lots or parcels in proportion to the benefits to be received by each lot or parcel from the improvements”* (from Section 22573 of the 1972 Act), namely the maintenance and servicing of public landscaping and lighting improvements and facilities within the street rights of way of the District. Article XIID Section 4 further requires that *“No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and an agency shall separate the general benefits from the special benefits conferred on a parcel”*. The maintenance and servicing of public landscaping and lighting facilities installed and constructed within the street rights-of-way of the City provide a specific benefit to properties within the District which is received by each and every lot or parcel therein.

The special benefit assessments as described herein for the District partially fund improvements, services and operations that are specifically identified as “street improvements” as discussed in Section I B of this Report.

#### **B. BENEFIT ANALYSIS**

The District’s improvements, the associated costs and proposed assessments described in this Report, have been identified and allocated based on a benefit calculation that proportionally allocates the net cost to the benefiting properties pursuant to the provisions of Article XIID and the 1972 Act.

The improvements provided by the District have been identified as necessary, required and/or desired for the orderly development of the properties within the District to their full potential, consistent with applicable portions of the City General Plan. Although the improvements include public street lighting, traffic signals, landscaped parkways and medians available or visible to the public at large, the construction and installation of the improvements have been installed as a necessary part of property development within the District or would be required for the future development properties within the District if the improvements were not pre-existing. Therefore, any public access or use of these improvements by others is incidental and there is no measurable general benefit to properties outside the District or to the public at large.

#### **Special Benefits**

The improvements for which properties are assessed directly enhance the desirability, security, environment and surroundings of those properties and the ongoing operation, servicing and maintenance of the improvements are a distinct

and special benefit to the properties within the District. To the extent that some District improvements may provide similar benefits to properties outside the District boundaries or the improvements may benefit the public at large, the proportional costs associated with the “general benefit” are funded by other sources and not included as part of the special benefit assessments. The amount to be assessed against each parcel within the District represents only the parcel’s proportionate special benefit from the improvements.

### **Special Benefits of Street Lighting**

The primary benefits of street lighting are for the convenience, safety and protection of people as well as the security or protection of property, property improvements and goods. Specifically the benefits of adequate and well maintained public street lighting that benefit both the properties and property owners within the District include:

- Improves ingress and egress to property as well provides residents, visitors, customers, suppliers and employees an enhanced environment in which to access properties.
- Enhanced deterrence of crime and the aid to police protection and security activities.
- Reduced vulnerability to criminal assault of residents, employees, patrons and owners at night.
- The promotion of increased business activities during nighttime hours in the case of commercial properties and the ability to conduct or expand business opportunities.
- Increased nighttime safety on roads and highways.
- Reduced vandalism and other criminal acts and damage to improvements or personal property.
- Improved traffic circulation and reduced nighttime accidents and personal property loss.
- Reduction of dumping, graffiti and loitering typically associated with poorly lighted areas.
- Enhances desirability of properties through association with an area that has sufficient street lighting.
- Improved ability of pedestrians and motorists to see.

### **Special Benefits of Traffic Signals**

Traffic signals have many of the same elements of benefit, as well as similar maintenance and servicing requirements, as streetlights. In general, each traffic signal has relatively high intensity safety lighting at its intersection to facilitate safe driving and pedestrian movements. The primary benefits of traffic signal maintenance are as follows:

- Safe, orderly movement of traffic throughout the City as a result of properly spaced, times and maintained traffic signals.
- Reduced downtime caused by malfunctioning traffic signals.
- Reduction in accidents and attendant human misery and decrease in personal and property loss.
- Increased facility of use of roads and highways.

### **Special Benefits of Street Landscaping**

The primary benefits of landscape improvements within street rights-of-way are related to the improved quality of life these improvements provide to a community. The landscaping of street rights-of-way benefits parcels within the District by improving the physical and visual environment within the District and makes the properties therein more desirable. Studies have continually shown that property values and the marketability of those properties in a community are increased when public infrastructures including landscaped improvements are in place and the improvements are clean and well maintained. Facilities that are unsafe, in disrepair or destroyed by the elements or vandalism decrease the enhancement of surrounding properties.

Clearly well maintained medians and parkways (street landscaping) provide a particular and distinct special benefit to parcels within the District. Having properly maintained landscaping within the District means that the owners and visitors of the assessed parcels may enjoy the benefits of such improvements while avoiding the expense of privately installing and maintaining similar improvements. The proper maintenance of street landscaping improves the aesthetics appeal of surrounding properties by reducing pollution and noise and providing a visual enhancement of the area that may otherwise be barren or weed infested. These improvements directly reflect on properties within the District and enhance the environment enjoyed by owners, businesses, residents, tenants and their families. Each parcel within the District is located within reasonable proximity to the District's landscape improvements, and therefore benefit from the on-going maintenance of those improvements that directly enhances the quality of life throughout the City.

The primary benefits received from street landscaping include:

- Improved erosion resistance, dust and debris control, and enhanced windbreaks.
- Tends to instill a sense of pride within the neighborhood
- Improved aesthetic appeal of nearby parcels through the visual appeal of adequate green space.
- Enhanced adaptation of the urban environment within the natural environment.
- Reduced acts of vandalism created by an enhanced sense of ownership and pride in the community.
- Improved traffic circulation, driver awareness created by well-defined landscaped medians.
- Reduced noise and air pollution (environmental enhancement).

#### **Special Benefits of Graffiti Removal**

The primary benefits of an active graffiti removal program are as set forth below:

- Greater pride of ownership due to a clean, inviting environment for existing residences and businesses.
- An increase in commercial/industrial activity when new businesses and their employees can be induced to locate in a graffiti-free City.
- A reduction in tagging activity when new tagging is immediately removed, thereby frustrating taggers.
- An increased sense of safety when gang marking and tagging is not allowed to remain visible.
- The enhanced desirability of properties which results from the foregoing benefits.

## **General Benefit**

The annual costs and expenses for providing the improvements for this District (as shown in the budget of this Report) are for the operation, maintenance, servicing, and administration of only the improvements authorized by the 1972 Act. Although it has been determined that these improvements provide special benefits to properties within the District, it is also recognized that some of these improvements and facilities by the nature of their location may also provide some degree of benefit to the public at large (specifically street lighting and traffic signals located on arterial roadways), although this benefit is generally considered incidental and not directly quantifiable.

It is reasonable however, to assume the proportional costs associated with any "general benefit" that may be conferred by the District improvements is less than five percent (5%) of the total annual direct costs necessary to maintain those improvements. Therefore, the City will annually fund at least 5% of the total direct cost of the improvements by other sources available to the City, and these costs shall not be included as part of the special benefit assessments. Gas tax revenues, ad valorem revenues, the General Fund or other revenues available to the City such as block grants may fund the proportional costs identified as "general benefit". The net amount to be assessed against each parcel within the District shall not exceed the proportionate special benefit parcels receive from the improvements.

## **C. ASSESSMENT METHODOLOGY**

The method of apportionment applied for street lighting, landscaping, traffic signals and graffiti abatement within this District is essentially the same as the original method established by the Los Angeles County Road Department in the Engineer's Report approved by the County Board of Supervisors on May 3, 1979 for the establishment of the City of Pico Rivera Zone of County Lighting District LLA-1 on July 24, 1979, and by reference this document is made part of this Report. At that time, the assessments were utilized for street lighting only and the method of apportionment reflected commonly accepted engineering practices for calculating the degree of benefit various parcels receive from street lighting improvements. This method of apportionment established a comparison and reasonable allocation of benefit to various parcels within the District based on the land use of each parcel as compared to the benefits received by a typical single-family home. The rationale for the proportional benefits each property receives from street lighting is based on weighted benefit factors classified as "People", "Security" and "Intensity". Clearly these same factors are applicable to the benefits properties receive from traffic signal and safety light improvements at intersections.

### **Method of Apportionment (Established by the County for Street Lights)**

The following is a description of the rationale and method of apportionment originally established by the County for determining the benefit properties receive from street lighting. This method of apportionment is currently applied for calculating the annual assessments for parcels within the District.

#### **People Related Factors (People Benefits)**

People related benefits include, but are not limited to:

- Reduction in night accidents and attendant human misery and decrease in personal and property loss.
- Less vulnerability to criminal assault at night.
- Promotion of business during nighttime hours.
- Increased facility of use of roads and highways.
- Inspiration for community spirit and growth.

#### **Security or Property Protection (Security Benefit)**

Security related benefits include, but are not limited to:

- Reduction in vandalism and other criminal acts, and damage to improvements.
- Reduction in burglaries.

#### **Degree of Illumination (Intensity Benefit)**

Intensity, or degree of illumination, provided on streets in the lighting district varies with the type of street and the use of the property adjacent thereto. The following table from the Illuminating Engineering Society Handbook was used as a guide for the installation of the majority of the District lighting systems. The cost of providing the highest recommended degree of illumination (used in commercial areas) is about four times the cost of providing the intensity recommended for the lowest category, which includes residential properties.

### Recommendation For Average Horizontal Footcandle Roadways (Other Than Expressways Or Freeways)

Roadway Classification	Area Classification		
	Downtown	Intermediate	Outlying & Rural
Major	2.0	1.2	0.9
Collector	1.2	0.9	0.6
Local or Minor	0.9	0.6	0.2

#### Land Use Classifications and Weighted Benefit

Based on land use information provided by the County Assessor, it was determined that in the existing County administered lighting districts over 93 percent of the parcels (County-wide as of 1979) were in a residential category. Approximately 83 percent (County-wide as of 1979) were single-family homes or condominiums, and the remainder was duplexes, triplexes or apartment dwellings. In view of this and the benefits derived by the family unit, both at and in the proximity of their property; a value of one was assigned to the basic family unit, i.e., the single-family home or condominium.

The existing lighting districts include some properties that may not actually have streetlights on their block but which do receive a neighborhood benefit from the lights in the area. These properties were also included in the proposed lighting district. Based on engineering judgment of the factors involved and a strong indication that lighting benefits are largely people related, a value of ½ unit was given to "People Benefit" while "Intensity Benefit" and "Security Benefit" were each rated at ¼ unit to form the basic unit of 1 for a single-family unit. Parcels in other land use categories were then rated by comparison with the basic unit.

In the remainder of the residential category, which is comprised of multiple rental type properties, the value for Intensity would remain at ¼ unit, but the other two items would increase in proportion to the number of family dwelling units on the parcel. For example, a duplex was assigned ¼ unit for Intensity, 1 unit for People Use, and ½ unit for Security Benefit for a total of 1¾ units. The owner of such property would therefore pay 1¾ times as much for lighting as the owner of a single-family residence.

In consideration of the distance some units would be from the lighted roadway, Security Benefits in the residential category would not be increased beyond a value of 1 unit. Thus a 5-unit apartment would, be assigned ¼ unit for intensity, 2½ units for People Use, and 1 unit for Security Benefits or a total of 3¾ units. As the number of apartments on a

parcel increases, the service charge units assigned for people would follow a declining scale as follows:

**21 through 50 Apartments.**

Units for 20 apartments plus 1/3 unit for each apartment over 20.  
 (20 apartments = 1/4 for Intensity, 10 for People and 1 for Security = 11 1/4 units).

Example: 50 apartments;  $(50 - 20)/3 = 10$ ;  $11 \frac{1}{4} + 10 = 21 \frac{1}{4}$  units.

**51 through 100 Apartments**

Units for 50 apartments plus 1/4 unit for each apartment over 50.

Example: 100 apartments;  $(100 - 50)/4 = 12 \frac{1}{2}$ ;  $21 \frac{1}{4} + 12 \frac{1}{2} = 33 \frac{3}{4}$  units.

**Over 100 Apartments**

Units for 100 apartments plus 1/5 unit for each apartment over 100.

Example: 200 apartments;  $(200 - 100)/5 = 20$ ;  $33 \frac{3}{4} + 20 = 53 \frac{3}{4}$

The remaining 7 percent of the lots or parcels (County-wide as of 1979) were separated into 48-land use categories as determined by the County Assessor and units were assigned on the basis of average benefits received as follows:

**Group A**

1 Unit (Minimum charge for improved property)

This Group classification applies to the following land uses:

Irrigated Farms	Dry Farms
Cemeteries	Dump Sites

**Group B**

Moderate Intensity Lighting	1/2
Nominal People Use	1
Moderate Security Benefit	1/2
	2 Units

This Group classification applies to the following land uses:

Animal Kennels	Nurseries and Greenhouses
Churches	Parking Lots (Industrial)
Schools (Private)	Petroleum and Gas
Utility Properties	

**Group C**

High Intensity Lighting	1
Nominal People Use	1
Moderate Security Benefit	½
	2½ Units

This Group classification applies to the following land uses:

Parking Lot (Commercial)

**Group D**

High Intensity Lighting	1
Nominal People Use	1
High Security Benefit	1
	3 Units

This Group classification applies to the following land uses:

Office Buildings	Professional Buildings
Race Tracks/Stables	Banks, Savings & Loans
Service Shops	Homes for Aged
Lumber Yards	Golf Courses
Camps	

**Group E**

High Intensity Lighting	1
Moderate People Use	2
High Security Benefit	1
	4 Units

This Group classification applies to the following land uses:

Stores    Store w/office or residence  
 Service Stations Clubs and Lodge Halls

**Group F**

Nominal Intensity	¼
High People Use	3
High Security Benefit	1
	4¼ Units

This Group classification applies to the following land uses:

Rooming House (Treated the same as a 6-unit apartment)

**Group G**

High Intensity Lighting	1
High People Use	3
High Security Benefit	1
	5 Units

This Group classification applies to the following land uses:

Restaurant	Theater
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**Group H**

Moderate Intensity Lighting	½
Nominal People Use	1
High Security Benefit	1
	2½ Units
Doubled due to average size of business	5 Units

This Group classification applies to the following land uses:

Light Manufacturing Warehousing	Food Processing Plant
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**Group I**

High Intensity Lighting	1
Nominal People Use	1
High Security Benefit	1
	3 Units
Doubled due to average size of business	6 Units

This Group classification applies to the following land uses:

Auto, Recreational Equipment Sales-Service
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**Group J**

High Intensity Lighting	1
Moderate People Use	2
High Security Benefit	1
	4 Units
Doubled due to average size of business	8 Units

This Group classification applies to the following land uses:

Markets	Bowling Alleys
Skating Rinks	Department Stores
Hotels and Motels	Mobile Home Parks

**Group K**

It was determined that properties within the 11 land use categories in this group (which represents less than 1/3 of one percent (0.3%) of the total lots or parcels within the districts; County-wide as of 1979) varied widely from the norm and therefore these lots or parcels were considered on an individual basis. Each of the parcels or lots in these land use categories was identified on the official lighting district maps and each street light or portion thereof in the immediate proximity of the lots or parcels benefiting the lots or parcels was assigned a number of units as indicated below. The total number of units so determined for that category would be distributed among the lots or parcels in that category in proportion to the lot or parcel area as shown below. A minimum of 3 units would be assessed to each lot or parcel to be compatible with Group D, which contains many of the smaller business categories. Several huge lots or parcels in outlying areas within the existing lighting districts had no lights in the immediate proximity and therefore those lots or parcels were assessed the minimum.

**Group K-1**

Moderate Intensity Lighting	1¼
Moderate People Use	3
Moderate Security Benefit	1
	5¼ Units

This Group classification and calculated benefit include the following land uses:

Open Storage ft of lot size; or	0.014973 units per 100 sq. 6.5222 units per acre
Mineral Processing ft of lot size; or	0.005615 units per 100 sq. 2.4459 units per acre

**Group K-2**

Moderate Intensity Lighting	1¼
High People Use	4
Moderate Security Benefit	1
	6¼ Units

This Group classification and calculated benefit include the following land uses:

Colleges, Universities (Private) ft of lot size; or	0.001736 units per 100 sq. 0.7562 units per acre
Wholesale and Manufacturing Outlets ft of lot size; or	0.059858 units per 100 sq. 26.0741 units per acre
Athletic and Amusement Facilities ft of lot size; or	0.027431 units per 100 sq. 11.9489 units per acre
Heavy Manufacturing ft of lot size; or	0.006382 units per 100 sq. 2.7800 units per acre
Hospitals ft of lot size; or	0.012886 units per 100 sq. 5.6131 units per acre

**Group K-3**

High Intensity Lighting	1½
High People Use	4
Moderate Security Benefit	1
	6½ Units

This Group classification and calculated benefit include the following land uses:

Motion Picture, Radio, T.V. ft of lot size; or	0.010938 units per 100 sq. 4.7646 units per acre
Neighborhood Shopping Centers ft of lot size; or	0.014449 units per 100 sq. 6.2940 units per acre
Regional Shopping Centers ft of lot size; or	0.021812 units per 100 sq. 9.5013 units per acre

**Vacant Land**

Since the determination of benefit has been related to property use and property users, no charge is to be assessed on vacant lots within the District.

## **Method of Apportionment Rationale for Landscape Improvements**

While the original method of apportionment established for determining the benefit to properties was for street light improvements only, and the rationale for the proportional allocation to various property types was based on “People”, “Security” and “Intensity” related benefits, a similar proportional allocation is applicable to landscape improvements and graffiti abatement. Clearly, landscape improvements and graffiti abatement provide obvious “People” related benefits, however the other benefits that properties derive from these improvements and services are directly related to “Aesthetic” and “Environment” benefits to properties rather than “Intensity” and “Security” benefits. Although the actual benefits parcels receive from landscape improvements and graffiti abatement services are different than the benefits provided by streetlights and traffic signals, proportionately the overall benefit to any particular land use classification from these improvements and services are substantially the same when compared to other properties. Therefore it has been determined that a fair and equitable apportionment of the net cost to provide maintenance of the landscape improvements within the District’s street rights of way and services related to graffiti abatement shall be apportioned to each parcel within the District using the same total benefit units calculated for street lighting and traffic signal improvements.

## **Determining the Cost per Lot or Parcel**

Using the aforementioned procedures, the sum of the total number of units applicable to all of the lots or parcels in the District shall be determined annually (Total Units). The estimated annual cost of operating and maintaining the District improvements for the Fiscal Year shall be determined (Total Cost). Any surpluses or deficits from the previous Fiscal Year shall be identified and applied as a credit or debit to the district. This credit or debit along with revenues from other sources such as ad valorem revenues or General Fund contributions shall be applied to the “Total Cost” to determine the net amount to be raised by assessment (Net Assessment or Balance to Levy). The cost to be assessed per unit (Unit Cost or Assessment Rate) would be equal to the quotient of the Net Assessment divided by the Total Units. The amount to be assessed to each lot or parcel in the District is determined by multiplying the number of units assigned to that lot or parcel by the Assessment Rate.

Using this method, an Assessment Rate is to be determined for each individual City Zone and that Assessment Rate or Unit Cost shall be used in determining the cost to be assessed to each lot or parcel within that Zone.

The following formulas are used to calculate each property's assessment:

**People Benefit + Security Benefit + Intensity Benefit = Parcel's Benefit Factor**

**Total Balance to Levy/ Aggregate of Benefit Factors = Levy per Benefit Factor (Assessment Rate)**

**Assessment Rate x Parcel's Benefit Factor = Parcel Levy Amount**

#### D. SUMMARY OF APPORTIONMENT

A tabular listing of the apportionment formulae described in the preceding section is provided below and is titled, "Summary of Assessment Formulas".

A summary of the proposed revenues for Fiscal Year 2014/2015 is provided in the Section IV of this Report and is titled "Summary of Assessments by Land Use".

#### SUMMARY OF ASSESSMENT FORMULAS

Land Use Code	Land Use (Residential)	Benefit Factor (Units)
01XX	Single-Family, Condominiums	1.00
02XX	Duplex, Two Units	1.75
03XX	Three Units	2.50
04XX	Four Units	3.25
05XX	Five Units or Apartments	3.75
	For 6 to 20 Units add 1/2 per Unit to the 5-Unit total	
	20-Unit Apartment	11.25
	For 21 to 50 Units, add 1/3 per Unit to the 20-Unit total	
	50-Unit Apartment	21.25
	For 51 to 100 Units, add 1/4 per Unit to the 50-Unit total	
	100-Unit apartment	33.75
	For 101 or more Units, add 1/4 per Unit to the 100-Unit total	
	200-Unit apartment	53.75

The parcel groups beginning with 29XX have a minimum allotment of 3 units per parcel for street lighting and traffic signals, and a minimum allotment of 2 units per parcel for landscaping, parks and graffiti removal.

### SUMMARY OF ASSESSMENT FORMULAS

Land Use Code	Land Use (Residential)	Benefit Factor (Units)
4XXX	Irrigated Farms	1.00
50XX	Dry Farms	1.00
77XX	Cemeteries	1.00
89XX	Dump Sites	1.00
28XX	Animal Kennels	2.00
29XX	Nurseries and Greenhouses	2.00
38XX	Parking Lots (Industrial)	2.00
71XX	Churches	2.00
72XX	Private Schools	2.00
83XX	Petroleum and Gas	2.00
81XX	Utility	2.00
27XX	Parking Lots (Commercial)	2.50
101X	Miscellaneous Commercial	3.00
17XX	Office Buildings	3.00
19XX	Professional Buildings	3.00
23XX	Banks, Savings & Loans	3.00
24XX	Service Shops	3.00
66XX	Golf Courses	3.00
67XX	Race Tracks/Stables	3.00
68XX	Camps	3.00
75XX	Homes for Aged	3.00
11XX	Stores	4.00
12XX		
25XX	Service Stations	4.00
64XX	Clubs and Lodge Halls	4.00
08XX	Rooming Houses (same as 6-Unit Apartments)	4.25
21XX	Restaurants	5.00
61XX	Theaters	5.00
30XX	Miscellaneous Industrial	5.00
31XX	Light Manufacturing	5.00
34XX	Food Processing Plants	5.00
33XX	Warehousing	5.00

Land Use Code	Land Use (Residential)	Benefit Factor (Units)
26XX	Auto, Recreational Equipment Sales and Service	6.00
14XX	Supermarkets	8.00
63XX	Bowling Alleys	8.00
69XX	Skating Rinks	8.00
13XX	Department Stores	8.00
18XX	Hotels and Motels	8.00
09XX	Mobile Home Parks	8.00
000V	Vacant Properties	0.00
88XX	Government Owned Properties	0.00

Land Use Code	Land Use	Benefit Factor (Units per 100 sf)	Benefit Factor (Units per acre)
39XX	Open Storage	0.014973	6.5222
37XX	Mineral Processing	0.005615	2.4459
73XX	Colleges, Universities (Private)	0.001736	0.7562
22XX	Wholesale and Manufacturing Outlets	0.059858	26.0741
65XX	Athletic and Amusement Facilities	0.027431	11.9489
32XX	Heavy Manufacturing	0.006382	2.7800
74XX	Hospitals	0.012886	5.6131
35XX	Motion Picture, Radio, TV	0.010938	4.7646
15XX	Neighborhood Shopping Centers	0.014449	6.2940
16XX	Regional Shopping Centers	0.021812	9.5013

## E. ASSESSMENT RANGE FORMULA

### Limitation on Increase of Annual Assessments

The City Council intends to use as a guide, for the purpose of determining annual increases in assessments, the Consumer Price Index from March to March for all Urban Consumers for the Los Angeles-Orange-Riverside area, All Items, published by the United States Department of Labor, Bureau of Labor Statistics; provided, however, that any such annual increase in assessments shall not exceed ten percent (10%).

For Fiscal Year 2014/2015, the proposed assessment rates include a 1.04% CPI adjustment to establish new maximum rates. The proposed rates for Zone A and Zone B are \$25.76 and \$37.36, respectively.

## IV. FINANCIAL ANALYSIS

FISCAL YEAR 2014/2015 PROPOSED BUDGET			
Projected Surplus/Deficit at July 1, 2013			(\$24,401)
EXPENSES	LANDSCAPING	LIGHTING	TOTALS
Labor	\$556,434	\$0	\$556,434
Equipment	9,953	0	9,953
Bank Service Charge	0	291	291
Utilities:			
Water	53,400	0	53,400
Electric	4,762	672,937	677,699
Materials and Service	165,851	10,772	176,623
Reimbursements and Transfers	0	0	0
Capital Improvement Projects (CIP)	0	0	0
<b>TOTAL COSTS</b>	<b>\$790,400</b>	<b>\$684,000</b>	<b>\$1,474,400</b>
FUNDING SOURCES			
Net Property Tax Zone A	0	0	\$22,870
Net Property Tax Zone B	0	0	591,300
Subtotal Property Tax Revenue:	\$0	\$0	\$614,170
Net Assessments Zone A	0	0	\$25,241
Net Assessments Zone B	0	0	652,589
Subtotal Assessment Revenue:	\$0	\$0	\$677,830
Capital Improvement Projects (CIP-unspent)	\$0	\$0	\$0
Other Revenues	0	0	0
Reimbursements and Transfers	0	0	0
Fund Balance Transfer (Utilization of Fund Balance)	0	0	0
General Benefit Contribution (General Fund)	39,520	34,200	73,720
Revenues from Other Sources (General Fund)	67,696	58,584	126,280
Subtotal Other Revenue Sources:	\$107,216	\$92,784	\$200,000
<b>TOTAL REVENUE:</b>			<b>\$1,492,000</b>
Projected Fund Balance at June 30, 2014			(\$6,801)
PARCEL DETAIL:			
	Revenues	Benefit Units	Applied Rate
Zone A Assessments	\$25,241	979.84	\$25.76
Zone B Assessments	\$652,589	17,467.60	\$37.36

## SUMMARY OF ASSESSMENTS BY LAND USE

Land Use Code	Description	Parcels	Units	Total Assessment
010C	Condominiums	493	493.00	\$18,418.48
010D	Planned Residential Development Units	459	459.00	16,695.84
010V	Vacant Residential	54	0.00	0.00
010X	Single Family Residences	11,974	11,974.00	440,284.24
020X	Duplexes	244	427.00	15,688.82
030X	Three Units	45	112.50	4,174.00
040X	Four Units	67	217.75	8,059.74
050X	Apartment Complexes, Five or More Units	81	985.87	36,299.45
090X	Mobile Home Parks	11	88.00	3,287.68
100V	Vacant Commercial	15	0.00	0.00
1000	Commercial	1	3.00	77.28
1010	Commercial, Miscellaneous	2	6.00	224.16
1100	Stores	91	364.00	13,413.44
110V	Stores Vacant	1	0.00	0.00
11T0	Misc Commercial	1	4.00	149.44
1200	Store and Office Combinations	5	20.00	700.80
1210	Store and Residential Combinations	13	52.00	1,942.72
1310	Commercial, Department Store, Discount	1	8.00	298.88
1400	Supermarkets	5	40.00	1,494.40
1500	Neighborhood Shopping Centers	39	674.96	25,216.43
1700	Office Buildings	31	93.00	3,370.08
1701	Office Buildings	1	3.00	112.08
1702	Office Buildings, 2 Story	1	3.00	112.08
1720	Office and Residential	1	3.00	77.28
17T0	Office Misc	1	3.00	112.08
1800	Hotel Under 50 Rooms	3	24.00	896.64
1812	Hotel 50+ rooms	1	8.00	298.88
1820	Motel Under 50 Rooms	6	48.00	1,793.28
1822	Motel Under 50 Rooms misc	1	8.00	298.88
1830	Motel 50+ Rooms	2	16.00	597.76
1900	Professional Buildings	14	42.00	1,569.12
1910	Medical/Dental Buildings	6	18.00	672.48
2100	Restaurants/Cocktail Lounges	33	165.00	5,990.40
2102	Restaurants/Cocktail Lounges, 2 Story	3	15.00	560.40
2110	Fast Foods	5	25.00	934.00
2120	Fast Foods, Drive Up	2	10.00	373.60
2300	Banks, Savings and Loans	7	21.00	784.56
2400	Service Shops	6	18.00	672.48
2500	Service Stations	10	40.00	1,494.40
2520	Service Station with car wash	1	4.00	149.44
2600	Auto, Recreation Equipment, Construction	23	138.00	5,086.08
2630	Car Wash	1	6.00	224.16
2640	Car Wash, Self Service	1	6.00	224.16
2670	Auto Service Centers (No Gasoline)	2	12.00	448.32

Land Use Code	Description	Parcels	Units	Total Assessment
2700	Parking Lots (Commercial)	46	115.00	4,151.40
3000	Industrial	2	10.00	315.60
300V	Vacant Industrial	40	0.00	0.00
3010	Industrial, Miscellaneous	3	15.00	560.40
3100	Light Manufacturing	89	445.00	15,987.20
3200	Industrial, Heavy Mfg. Plant	9	78.56	2,934.90
3300	Warehousing, Distribution, Storage	65	325.00	11,272.00
3310	Industrial, Warehousing, Distribution	12	60.00	2,183.60
3320	Industrial, Warehousing, Distribution	9	45.00	1,565.20
3330	Warehousing, Distribution over 50,000 sf	24	120.00	4,425.20
3340	Industrial, Public Storage	2	10.00	373.60
3350	Public Storage, Mini Warehouses	5	25.00	934.00
3400	Industrial, Food Processing Plant, Meat	3	15.00	560.40
3420	Industrial, Food Processing Plant, Other	1	5.00	186.80
3500	Movie, Radio, Television	1	2.52	94.14
3800	Parking Lots (Industrial)	10	20.00	724.00
3900	Industrial, Open Storage	5	22.51	675.14
3910	Industrial, Open Storage, Truck Terminal	1	87.85	3,282.24
3920	Industrial, Open Storage, Contractor Storage	1	10.37	267.12
4600	Agriculture, Pasture, irrigated Farm	1	1.00	37.36
6400	Recreational, Theater, Movie, Indoor	8	32.00	1,195.52
6540	Recreational Theater, Movie, Drive In	1	5.00	186.80
7100	Churches	31	62.00	2,293.12
7110	Church Parking Lot	1	2.00	74.72
7200	Institution, Private School	6	12.00	448.32
7400	Institution, Hospital	2	11.51	429.87
7410	Institution, Hospital, Convalescent	2	25.03	935.25
7500	Institution, Home for Aged and Others	3	9.00	336.24
7700	Institution, Cemeteries, Mausoleums	1	1.00	37.36
810X	Misc. Utility, Pump Plant or State Property	107	214.00	7,971.84
8500	Rights of Way	1	2.00	74.72
8800	Government Owned Properties	24	0.00	0.00
8900	Dump Sites	1	1.00	37.36
<b>Total</b>		<b>14,281</b>	<b>18,447.44</b>	<b>\$677,829.86</b>

## ***V. ASSESSMENT ROLL***

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The individual proposed assessments for Fiscal Year 2014/2015, tabulated by Assessor's parcel numbers, are shown on an Assessment Roll, filed as a separate exhibit in the Office of the City Clerk of the City of Pico Rivera and are made a part of this report by reference. The assessment on each single-family residence for the current Fiscal Year is \$25.76 in Zone "A" and \$37.36 in Zone "B".



**To:** Mayor and City Council  
**From:** City Manager  
**Meeting Date:** May 13, 2014  
**Subject:** PARAMOUNT/MINES LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICT – ANNUAL RENEWAL  
CONSIDERATION

**Recommendations:**

- 1) Adopt Resolution initiating the Fiscal Year 2014-2015 Levy of Annual Assessment and ordering the preparation of the Engineer's Report for the Paramount/Mines Landscape Maintenance Assessment District.
- 2) Adopt Resolution preliminarily approving the Engineer's Report for the Fiscal Year 2014-2015 levy and collection of assessments within the Paramount/Mines Landscape Maintenance Assessment District pursuant to the Landscaping and Lighting Act of 1972.
- 3) Adopt Resolution declaring the City Council's intention to levy and collect the annual assessment within the Paramount/Mines Landscape Maintenance Assessment District for Fiscal Year 2014-2015 pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15, of the California Streets and Highways Code, and setting June 10, 2014 as the date for the public hearing of objections thereto.

**Fiscal Impact:**

This assessment will raise approximately \$8,935 to cover operational costs.

**Discussion:**

The Paramount/Mines Landscape Maintenance Assessment District was formed on August 5, 2002, pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15, of the California Streets and Highways Code. Under the 1972 Act, the Assessment District is authorized to fund, service, and/or maintain the following improvements:

- Installation or planting of landscaping.
- Installation of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- Installation of park or recreational improvements, including land preparation, sod, landscaping, irrigation systems, sidewalks and drainage.

To complete the levy of annual assessment, the City Council must first adopt a resolution generally describing any proposed new improvements or any substantial changes in existing improvements and order the Engineer to prepare and file an annual report. This resolution is being presented concurrently with the Resolution approving the annual report.

A public hearing to hear any objections is recommended for Tuesday, June 10, 2014. The Engineer's Report proposed assessment rates include a 1.04% CPI adjustment. The assessment rate for 2014-15 with the CPI adjustment is \$525.57 per parcel, compared to \$520.17 per parcel established in Fiscal Year 2013-2014.

*rn*   
Ronald Bates

RB:MM:CO

Attachment 1 – Initiating Proceedings Resolution

Attachment 2 – Preliminary Approval of Engineer's Annual Levy Report Resolution

Attachment 3 – Declaration of Intent to Levy Annual Assessments Resolution

Attachment 4 – Engineer's Annual Levy Report

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, INITIATING THE FISCAL YEAR 2014-2015 LEVY OF ANNUAL ASSESSMENT AND ORDERING THE PREPARATION OF THE ENGINEER'S REPORT FOR THE PARAMOUNT/MINES LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT**

**WHEREAS**, the Landscaping and Lighting Act of 1972, Streets and Highways Code, Subsection 22620, et. seq., requires the City to complete the levy of annual assessment and

**WHEREAS**, to complete the levy of annual assessment in a proper and timely manner, the City Council is initiating the 2014-2015 Fiscal Year assessment by adopting this Resolution pursuant to Streets and Highways Code, Subsection 22622, generally describing any proposed new improvements and ordering the Engineer to prepare and file a report.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PICO RIVERA DOES RESOLVE AS FOLLOWS:**

**SECTION 1.** The City Council orders the preparation and filing of the Fiscal Year 2014-2015 Engineer's Report for Paramount/Mines Landscape Maintenance Assessment District in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the California Streets and Highways Code. Said Engineer's Report shall include existing and proposed public improvements authorized by law, including:

1. Installation or planting of landscaping.
2. Installation of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
3. Installation of park or recreational improvements, including land preparation, sod, landscaping, irrigation systems, sidewalks and drainage.
4. The maintenance or servicing, or both, of any of the foregoing.

Procedurally, provisions of Landscaping and Lighting Act of 1972, Streets and Highways Code, require the City to complete the levy of annual assessment prior to August 10<sup>th</sup> of each year without the prior consent of the County Auditor. To accomplish said levy, the City Council must first adopt a resolution generally describing any proposed new improvements or any substantial changes in existing improvements and ordering the Engineer to prepare and file a report. A public hearing to hear any objections is recommended for Tuesday, June 10, 2014.

Said Engineer's Report proposed to establish an assessment rate based on the average assessment representing the average between the assessment computed based on frontage or average lot width; and the assessment computed based on the area of the lot.

**SECTION 2.** The Mayor is hereby authorized to affix his signature to this Resolution indicating City Council's approval.

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

**Page 2 of 2**

**SECTION 3.** The City Clerk, or her duly appointed deputy, is instructed to attest thereto.

**ADOPTED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
**Brent A. Tercero, Mayor**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Anna M. Jerome, CMC**  
City Clerk

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, FOR PRELIMINARY APPROVAL OF THE ENGINEER’S ANNUAL LEVY REPORT REGARDING THE PARAMOUNT/MINES LANDSCAPE MAINTENANCE DISTRICT; AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2014-2015**

**WHEREAS**, the City Council has, by previous Resolution, ordered the preparation of an Engineer’s Report (hereafter referred to as the “Report”) regarding the assessment district designated as the “Paramount/Mines Landscape Maintenance Assessment District” (hereafter referred to as the “District”), and the levy and collection of assessments related thereto for Fiscal Year 2014-2015, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500 (hereafter referred to as the “Act”); and,

**WHEREAS**, there has now been presented to this City Council the Report as required by Chapter 2, Article 1, Section 22586 of said Act; and,

**WHEREAS**, the City Council has carefully examined and reviewed the Report as presented, and is preliminarily satisfied with the District, the improvements described therein, each and all of the budget items and documents as set forth therein, and is satisfied that the proposed annual assessments, on a preliminary basis, have been spread in accordance with the special benefits received from the improvements, operation, administration, maintenance and services to be performed within the District, as set forth in said Report.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF PICO RIVERA, AS FOLLOWS:**

**SECTION 1.** The preceding recitals are all true and correct.

**SECTION 2.** The Report as presented, consists of the following:

- A Description of Improvements.
- A Diagram of the District.
- The proposed Annual Budget for the fiscal year (Costs and Expenses).
- The Method of Apportionment that details the method of calculating each parcel’s proportional special benefits and annual assessment.
- The District Roll containing the Levy for each Assessor Parcel Number within the District commencing Fiscal Year 2014-2015.

**SECTION 3.** The District and the associated assessments as outlined in the Engineer’s Report are in compliance with the provisions of California Constitution Article XIID.

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

**Page 2**

**SECTION 4.** The Report is hereby approved on a preliminary basis, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

**SECTION 5.** The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Report.

**ADOPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.**

\_\_\_\_\_  
**Brent A. Tercero, Mayor**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Anna M. Jerome, CMC**  
**City Clerk**

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT THE ANNUAL ASSESSMENT WITHIN THE PARAMOUNT/MINES LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2014-2015 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, PART 2 OF DIVISION 15, OF THE CALIFORNIA STREETS AND HIGHWAYS CODE, AND SETTING THE TIME AND PLACE OF THE HEARING ON OBJECTIONS THERETO**

**WHEREAS**, the City Council has, by previous Resolutions, formed the Pico Rivera Paramount/Mines Landscape Maintenance Assessment District (hereinafter referred to as the “District”), and initiated proceedings for Fiscal Year 2014-2015, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500 (hereinafter referred to as the “Act”) that provides for the levy and collection of assessments by the County of Los Angeles for the City of Pico Rivera to pay the maintenance and services of all improvements and facilities related thereto;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PICO RIVERA DOES RESOLVE AS FOLLOWS:**

**SECTION 1.** The boundaries of the District are the boundaries of Tract Map No. 52915 and Tract Map No. 53042, both lying within the boundary of the City of Pico Rivera.

**SECTION 2.** That in order to maintain public landscaping within the District for Fiscal Year 2014-2015, it is the intention of the City Council to levy and collect assessments pursuant to the provisions of the Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the Streets and Highway Code) for the maintenance and servicing of landscaping within street medians and parkways.

**SECTION 3.** That reference is hereby made to the Report of the Engineer on file with the City clerk and available for public inspection for a detailed description of the improvements, the boundaries of the Assessment District, and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District.

**SECTION 4.** The aforereferenced Engineer’s Report analyzed District needs, associated, costs, the benefits to properties within the District and determined that the Fiscal Year 2014-2015 assessment need should be based in proportion to the estimated benefits to be received by such properties.

All benefiting properties, including public agencies, will be assessed their proportionate share of the costs of the District.

**SECTION 5.** NOTICE IS HEREBY GIVEN that the City Council hereby fixes Tuesday, June 24, 2014, at 6:00 p.m., in the Pico Rivera City Hall Council Chambers, located at 6615 Passons Boulevard, Pico Rivera, California, as the time and place for hearing protests or objections to the proposed improvements, and to the levy and collection of the proposed assessment for Fiscal Year

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

**Page 2 of 2**

2014-2015. All interested persons shall be afforded the opportunity to hear and be heard.

Pursuant to the 1972 Act, protests may be in writing or oral. Written protests must be filed with the City Clerk, or, any person having previously filed a protest, may file a written withdrawal of the protest prior to the conclusion of the public hearing. Any such protests shall state all grounds of the objection, and if filed by the property owner, shall contain a description sufficient to identify their property.

**SECTION 6.** The City Clerk shall cause notice of the hearing to be given by causing this Resolution of intention to be published and posted in the manner required by the 1972 Act.

**SECTION 7.** The Mayor is hereby authorized to affix his signature to this Resolution indicating City Council's approval.

**SECTION 8.** The City Clerk, or her duly appointed deputy, is instructed to attest thereto.

**ADOPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.**

\_\_\_\_\_  
**Brent A. Tercero, Mayor**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Anna M. Jerome, CMC**  
City Clerk

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**



## **City of Pico Rivera**

# **Paramount Mines Landscape Maintenance District**

2014/2015 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: May 13, 2014

Public Hearing: June 10, 2014

27368 Via Industria  
Suite 110  
Temecula, CA 92590  
T 951.587.3500 | 800.755.6864  
F 951.587.3510

[www.willdan.com/financial](http://www.willdan.com/financial)



# **ENGINEER'S REPORT AFFIDAVIT**

**Establishment of Annual Assessments for the:**

## **Paramount Mines Landscape Maintenance District**

City of Pico Rivera  
Los Angeles County, State of California

This Report describes the District including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2014/2015, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Willdan Financial Services  
District Engineer  
On Behalf of the City of Pico Rivera

By: \_\_\_\_\_

Susana Medina  
Project Manager, District Administration Services

By: \_\_\_\_\_

Richard Kopecky  
R. C. E. # 16742

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## I. OVERVIEW

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### A. INTRODUCTION

The City of Pico Rivera ("City") annually levies and collects special assessments in order to continue the maintenance and operation of landscaping within the Assessment District designated and known as:

#### **CITY OF PICO RIVERA PARAMOUNT MINES LANDSCAPE MAINTENANCE DISTRICT**

Pursuant to the order of the City Council of the City of Pico Rivera, this Report is prepared in compliance with the requirements of *Article 4, Chapter 1, Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of the State of California* ("1972 Act").

This Engineer's Report ("Report") provides an annual update of the Paramount Mines Landscape Maintenance District ("District") including the proposed expenses and revenues, any substantial change in the improvements or the District, and the proposed assessments to be levied on the Los Angeles County ("County") tax roll for Fiscal Year 2014/2015. The annual assessments to be levied on parcels within the District are based on a calculation of the proportional special benefits parcels receive from the improvements and services provided, utilizing an established method of apportionment. The revenues generated by the annual assessments partially fund the costs associated with the installation and maintenance of landscaping systems constructed as part of the development of Tracts No. 52915 and 53042 in the City of Pico Rivera.

The word "parcel", for the purposes of this Report, refers to an individual property assigned its own Assessor's Parcel Number ("APN") by the Los Angeles County Assessor's Office. The Los Angeles County Auditor/Controller uses these APN's and specific Fund Numbers, to identify on the tax roll, properties assessed for special district benefit assessments.

## **II. DESCRIPTION OF THE DISTRICT AND SERVICES**

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### **A. BOUNDARIES OF THE DISTRICT**

The boundaries of the District are completely within the City limits of the City of Pico Rivera and encompass Tracts 52915 and 53042 located on the east side of Paramount Boulevard, north and south sides of Mines Avenue. An Assessment Diagram showing the exterior boundaries of the District has been previously prepared pursuant to the provisions of the 1972 Act. Said Assessment Diagram is on file in the office of the City Clerk at the City Hall, and is hereby made a part of this Report by reference. All lots or parcels of real property included within the District are described in detail on the county assessor's maps on file in the County Assessor's office. The assessor's maps govern details concerning the lines and dimensions of lots or parcels in the District.

### **B. IMPROVEMENTS - PLANS AND SPECIFICATIONS**

The proposed works of improvement are generally described as follows:

The following landscape improvements were constructed and installed for the development of Tract Nos. 52915 and 53042, located on the east side of Paramount Boulevard, north and south of Mines Avenue:

- maintenance of lawn and other landscaping;
- landscape irrigation systems;
- street and park trees;
- concrete sidewalks;
- storm drain systems.

The maintenance or servicing, or both, of any of the foregoing.

As defined by Section 22525 of the 1972 Act, "improvement" means one or any combination of the following:

1. The installation or planting of public landscaping.
2. The installation or construction of statuary, fountains, and other ornamental structures and facilities.
3. The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.

4. The maintenance or servicing, or both, of any of the foregoing. Sections 22531 and 22538 of the 1972 Act further state:

*"Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including: repair, removal, or replacement of all or any part of any improvement; providing, for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; removal of trimmings, rubbish, debris, and other solid waste; cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.*

*"Servicing" means the furnishing of electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvement. Water for the irrigation of any landscaping, the operation of any foundations, or the maintenance of any other improvement.*

Maps showing the location of the improvements within the District, are on file with the City Clerk of the City of Pico Rivera, and are made a part of this Report by reference.

### **III. METHOD OF APPORTIONMENT**

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#### **A. GENERAL**

The net amount to be assessed upon lands within the District in accordance with this Report is apportioned by a formula and method which fairly distributes the net amount to be assessed among all assessable lots or parcels in proportion to the benefits to be received by each lot or parcel from the improvements, namely the maintenance and servicing of landscaping improvements and facilities within the boundaries of the District. The maintenance and servicing of public landscaping provides a specific enhancement of the properties within the District which is received by each and every lot or parcel therein.

#### **B. BENEFIT ANALYSIS**

The District's improvements, the associated costs and proposed assessments described in this Report, have been identified and allocated based on a benefit calculation that proportionally allocates the net cost to the benefiting properties pursuant to the provisions of Article XIID and the 1972 Act.

The improvements provided by the District have been identified as necessary, required and/or desired for the orderly development of the properties within the District to their full potential, consistent with applicable portions of the City General Plan. The construction and installation of the improvements have been installed as a necessary part of property development within the District or would be required for the future development properties within the District if the improvements were not pre-existing. Therefore, any public access or use of these improvements by others is incidental and there is no measurable general benefit to properties outside the District or to the public at large.

#### **Special Benefits**

The improvements for which properties are assessed directly enhance the desirability, security, environment and surroundings of those properties and the ongoing operation, servicing and maintenance of the improvements are a distinct and special benefit to the properties within the District. The amount to be assessed against each parcel within the District represents only the parcel's proportionate special benefit from the improvements.

#### **Special Benefits of Street and Park Landscaping**

The primary benefits of landscape improvements within street rights of way and parks are related to the improved quality of life these improvements provide to a community. The landscaping of street rights of way and park benefits parcels within the District by improving the physical and visual environment within the District and makes the properties therein more

desirable. Studies have continually shown that property values and the marketability of those properties in a community are increased when public infrastructures including landscaped improvements are in place and the improvements are clean and well-maintained. Facilities that are unsafe, in disrepair or destroyed by the elements or vandalism decrease the enhancement of surrounding properties.

Clearly well-maintained medians and parkways (street landscaping) and well-maintained parks provide a particular and distinct special benefit to parcels within the District. Having properly maintained landscaping within the District means that the owners and visitors of the assessed parcels may enjoy the benefits of such improvements while avoiding the expense of privately installing and maintaining similar improvements. The proper maintenance of street landscaping and parks improves the aesthetics appeal of surrounding properties by reducing pollution and noise and providing a visual enhancement of the area that may otherwise be barren or weed infested. These improvements directly reflect on properties within the District and enhance the environment enjoyed by owners, businesses, residents, tenants and their families. Each parcel within the District is located within reasonable proximity to the District's landscape improvements, and therefore benefit from the on-going maintenance of those improvements that directly enhances the quality of life throughout the City.

The special benefits associated with street landscaping and park improvements are specifically:

- Enhanced desirability of properties through association with the improvements.
- Improved aesthetic appeal of properties providing a positive representation of the area.
- Enhanced adaptation of the urban environment within the natural environment from adequate green space, parks and landscaping.
- Environmental enhancement through improved erosion resistance, dust and debris control, and fire prevention.
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties.
- Enhanced quality of life and recreational opportunities through well maintained recreational facilities.

- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities.
- Enhanced environmental quality of the parcels by moderating temperatures, providing oxygenation and attenuating noise.

### **C. ASSESSMENT METHODOLOGY**

The net amount to be assessed upon specific parcels within the District in accordance with this report is apportioned by a formula and method which fairly distributes the amount among all assessable lots or parcels in proportion to the benefits to be received by each lot or parcel from the improvements, namely the maintenance and servicing of landscaping within such District. The maintenance and servicing of landscaping in the District provides a special benefit which is received by each and every lot or parcel (with the exception of Lot 11 of Tract 52915 which is a park) tending to provide specific enhancement of the properties within the District.

### **D. ASSESSMENT RANGE FORMULA**

#### **Limitation on Increase of Annual Assessments**

The City Council intends to use as a guide, for the purpose of determining annual increases in assessments, the Consumer Price Index from March to March for all Urban Consumers for the Los Angeles-Orange-Riverside area ("CPI"), as published by the United States Department of Labor, Bureau of Labor Statistics; provided, however, that any such annual increase in assessments shall not exceed ten percent (10%).

For Fiscal Year 2014/2015, the proposed rates include a 1.04% CPI adjustment. The Fiscal Year 2014/15 maximum rate has increased to \$646.75 and the Fiscal Year 2014/15 applied rate has increased to \$525.57. Fiscal Year 2014/15 is the first time the applied rate has increased since Fiscal Year 2003/2004.

### **E. ANNUAL ADMINISTRATIVE ASSESSMENT**

A proposed maximum annual assessment shall be levied on each parcel of land and subdivision of land within the District to pay for the necessary costs and expenses incurred, and not otherwise reimbursed, resulting from the administration and collection of assessments and/or other related funds. This maximum assessment hereinafter set forth is authorized pursuant to the provisions of Section 10204, and said maximum annual assessment shall not exceed 5% per individual assessment, and said sum shall only be collected to the extent monies are not available for these services from any other source.

#### IV. FINANCIAL ANALYSIS

FISCAL YEAR 2014/2015 PROPOSED BUDGET		
Projected Fund Balance at June 30, 2014		\$11,436
<b>EXPENSES</b>		<b>TOTALS</b>
Labor		\$0
Equipment		0
Utilities:		0
Water		2,727
Electric		273
Materials and Service		23,500
Reimbursements and Transfers		0
Capital Improvement Projects (CIP)		0
<b>TOTAL COSTS</b>		<b>\$26,500</b>
<b>FUNDING SOURCES</b>		
Net Assessments <sup>(1)</sup>		\$8,935
Fund Balance Transfer (Collection)		0
Revenues from Other Sources (General Fund)		0
<b>TOTAL REVENUE</b>		<b>\$8,935</b>
Projected Fund Balance as of June 30, 2014		\$11,436
Net Revenue/Expenditure		(17,565)
Projected Fund Balance as of June 30, 2015		(\$6,129)
	<b>Maximum Rate</b>	<b>Applied Rate</b>
Assessments	\$646.76	\$525.57
No. of Parcels	17	17
<p>(1) The Net Assessments for Fiscal Year 2014/15 have been applied to District Administration Expenses and repayment of the original construction loan from the City.</p>		





**To:** Mayor and City Council

**From:** City Manager

**Meeting Date:** May 13, 2014

**Subject:** APPROVAL OF \$30,000 IN PROPOSITION A FUNDS TO SUPPORT THE GOLD LINE EASTSIDE TRANSIT CORRIDOR PHASE 2 EXTENSION

**Recommendation:**

Approve \$30,000 in Proposition A funds in support of the Gold Line Washington Boulevard light rail alignment.

**Fiscal Impact:** \$30,000 in Proposition A funds.

**Discussion:**

The Los Angeles County Metropolitan Transportation Authority (Metro) is currently studying two light rail alternatives to extend the Gold Line from East Los Angeles farther east. The SR-60 freeway alternative generally follows the southern edge of the SR-60 freeway right-of-way traversing through the cities of Montebello, Monterey Park, Rosemead and terminates on Peck Road in South El Monte. The Washington Boulevard alternative traverses through the cities of Montebello, Commerce, Pico Rivera, Santa Fe Springs and terminates on Lambert Road in front of Presbyterian Intercommunity Hospital in the City of Whittier.

In 2010 the cities of Monterey Park, Montebello, Rosemead, South El Monte and El Monte entered into a Memorandum of Understanding (MOU) to create the SR-60 Coalition to advocate for light rail transportation services to the west San Gabriel Valley. Since 2010 the SR-60 Coalition has enlisted the services of Mike Roos & Company and Richard Alatorre to lobby on behalf of the SR-60 alignment. A City of Rosemead staff report noted that membership to the coalition included monthly dues of \$2,000 for legislative advocacy.

In late 2013, the cities of Whittier, Pico Rivera, Commerce, and Santa Fe Springs formed the Washington Boulevard Coalition to advocate and garner public support. The Washington Boulevard Coalition does not require a membership fee. The City of Whittier spearheaded this effort and obtained M Advisors, a legislative advocacy firm, to highlight the commuter benefits of the Washington alignment and to counter the longstanding lobbying efforts of the SR-60 Coalition. Since October of 2013, the City of Whittier has been funding the advocacy firm at \$10,000 per month. Funds for this effort will lapse early this summer and the City of Whittier is requesting financial support from cities benefiting from the Washington Boulevard alignment to help share in the costs.

Metro is in the process of completing the environmental analysis required to determine the impacts of the light rail alignment along the two alternatives. The document is set to be released this summer at which point cities and other stakeholders will be able to provide public comment. After the environmental document has been finalized, the Metro Board will vote on one of the two alternatives. It is important that advocacy efforts for the Washington alignment be continued during the last phase of the selection process with Pico Rivera and Santa Fe Springs participating.



Ronald Bates

RB:BM:JG:ll

Attachment:

- 1.) Letter from the City of Whittier
- 2.) Map



# City of Whittier

13230 Penn Street, Whittier, California 90602-1772  
(562) 567-9999 www.cityofwhittier.org

Bob Henderson  
Mayor

Cathy Warner  
Mayor Pro Tem

Fernando Dutra  
Council Member

Joe Vinatieri  
Council Member

Owen Newcomer  
Council Member

Jeffrey W. Collier  
City Manager

April 15, 2014

Mayor Brent Tercero  
City of Pico Rivera  
6615 Passons Boulevard  
Pico Rivera, CA 90660

Dear Mayor Tercero:

The City of Whittier is pleased to be in partnership with the City of Pico Rivera in support of bringing light rail into our communities via Metro's east extension of the Gold Line along Washington Boulevard.

Last October, the Whittier City Council determined to invest in legislative advocacy for this project to promote the merits of the Washington Boulevard alignment to the Metro Board of Directors and combat the longstanding professional advocacy supporting the other alignment under consideration. At that time, Metro staff estimated that the Board decision point would take place in April 2014. For several reasons, Metro has now delayed that decision point to November 2014 and possibly to as late as January 2015.

Whittier's funding for this effort (\$10,000 per month) will lapse early this summer. Would you and the Pico Rivera City Council consider allocating funding to continue the advocacy effort for three or four additional months? The City of Santa Fe Springs may also consider assisting with funding to extend the professional efforts through the Metro Board decision point. Fortunately, our Coalition has not had to use municipal funds for additional technical studies to support the project, since the Gateway COG has used its strategic transportation planning resources for that purpose.

As you know, linking our region into the County light rail system will provide our cities with sustainable economic and community growth, as well as make green, clean transportation more viable and available for residents of our cities. We are hopeful that mutual expenditure of our precious resources now will produce results that will benefit our region for many years to come. Thank you for your thoughtful consideration of funding assistance for this project.

Sincerely,

Bob Henderson  
Mayor





**To:** Mayor and City Council

**From:** City Manager

**Meeting Date:** May 13, 2014

**Subject:** SANITARY SEWER MAIN MAINTENANCE SERVICES, SEWER LIFT STATION MAINTENANCE SERVICES, AND ON-CALL EMERGENCY WATER AND SEWER MAIN REPAIRS - AWARD OF AGREEMENTS

**Recommendation:**

- 1) Award a 3-year agreement in the amount of \$515,790 to Empire Pipe Cleaning & Equipment, Inc., commencing July 1, 2014, with the option of three (3) 1-year extensions to manage the immediate and long-term maintenance of the City sewer mains and manholes, and authorize the Mayor to execute an agreement in a form approved by the City Attorney;
- 2) Award a 3-year agreement in the amount of \$258,390 to DownStream Services, Inc., commencing July 1, 2014, with the option of three (3) 1-year extensions to manage the immediate and long term operation and maintenance of the three (3) sewer lift stations in the City sewer system, and authorize the Mayor to execute an agreement in a form approved by the City Attorney; and
- 3) Award 2-year agreements, in the amount of \$200,000, each to Williams Pipeline Contractors and MNR Engineering Contractors, commencing July 1, 2014, with the option of one (1) 1-year extension for on-call emergency water and sewer main repairs, and authorize the Mayor to execute the agreements in a form approved by the City Attorney.

**Fiscal Impact:** Approximately \$1,074,000 for a 3-year period to be financed through sewer funds with annual expenses for Fiscal Year 2014-2015 to be \$360,000. This amount is included in the FY 2014-2015 Sewer Budget. In December 2014, the City will receive an estimated \$1,039,740 for the sewer fund.

**Discussion:**

Since 1958, the City of Pico Rivera has been a part of the Los Angeles County Consolidated Sewer Maintenance District (District). Under the District, the Los Angeles County Department of Public Works maintains the City-owned sanitary sewer system and the County collects sewer fees from property owners. Starting July 1, 2014, the City will assume local control of the operation and maintenance of the sewer system and collection of

SANITARY SEWER MAIN MAINTENANCE SERVICES, SEWER LIFT STATION MAINTENANCE SERVICES, AND ON-CALL EMERGENCY WATER AND SEWER MAIN REPAIRS - AWARD OF AGREEMENTS

Page 2 of 3

sewer fees from the property owners. The City sewer system is more than 50 years old with approximately 110 miles of sewer pipelines, 2,500 manholes, and three (3) sewer lift stations. With the assumption of control, the City will be able to improve the cleaning frequency of the sewer system as proper maintenance is essential to protect the health and safety of the community.

Once the City assumes local control, the strategy for immediate and long-term operation and maintenance of the sewer system involves: 1) City staff; 2) a sewer main and manhole maintenance contractor (for cleaning sewer mains, closed-circuit television inspection, manhole inspection, emergency spill response, etc.); 3) a sewer lift station operation and maintenance contractor (for daily operation and maintenance, and preventive maintenance); and 4) two on-call emergency sewer main repair contractors on a rotational basis to repair sewer main breaks.

For the City to commence operation and maintenance of the sewer system by July 1, 2014, staff solicited proposals from qualified contractors to assist the City in the services described in Items 2, 3, and 4 above.

A summary of the proposals received and the contractor selection process for each maintenance activity is described below:

1. Sanitary Sewer Main Maintenance Services: On April 14, 2014, staff received proposals from four (4) contractors for sewer main maintenance services. Based on the evaluation (Enclosure 2), the highest ranking service provider is Empire Pipe Cleaning & Equipment, Inc., at a fee of \$468,900 for a 3-year agreement. This contractor has proven experience in providing sewer maintenance services for the cities of Norwalk and Cerritos for the last ten years. Staff recommends awarding a 3-year agreement to Empire Pipe Cleaning & Equipment, Inc. in the amount of \$515,790, which includes a 10% contingency for minor maintenance-related repairs. The agreement term is for 3 years commencing July 1, 2014 with the option of three (3) 1-year extensions.
2. Sewer Lift Station Operation and Maintenance Services: On April 1, 2014, staff received proposals from two (2) contractors for sewer lift station maintenance services. Based on the evaluation, DownStream Services, Inc. is the highest ranking service provider at a fee of \$234,900 for a 3-year agreement (Enclosure 3). DownStream Services, Inc. has proven experience in electrical and mechanical pumping equipment maintenance related to sewer lift station maintenance and also possesses a fleet of sewer vacuuming equipment for cleaning operations. They currently provide sewer main and lift station maintenance services for the City of El Segundo and various Federal Government Agencies in Southern California. Staff recommends awarding an agreement to DownStream Services, Inc., in the amount of \$258,390, which includes a 10%

COUNCIL AGENDA REPORT – MTG. OF 5/13/14  
SANITARY SEWER MAIN MAINTENANCE SERVICES, SEWER LIFT STATION  
MAINTENANCE SERVICES, AND ON-CALL EMERGENCY WATER AND SEWER MAIN  
REPAIRS - AWARD OF AGREEMENTS

Page 3 of 3

contingency for minor equipment repairs. The term of the agreement is for 3 years commencing July 1, 2014 with the option of three (3) 1-year extensions.

3. On-Call Emergency Water and Sewer Main Repair Agreement: On April 14, 2014, staff received proposals from six (6) contractors for on-call water and sewer main repair services. The contractors were evaluated based on the fee determined from a sample project, experience in similar work, available resources, and past safety records. Based on the evaluation, Williams Pipeline Contractors, Inc. and MNR Construction, Inc. are determined to be the two highest ranking contractors (Enclosure 4). Williams Pipeline has been providing similar on-call main line repair services for the cities of Los Angeles and Long Beach, while MNR Construction Inc. is providing similar services for the cities of Los Angeles and Glendale. Staff recommends awarding agreements to Williams Pipeline Contractors, Inc. and MNR Construction Inc. each in the amount of \$200,000. The agreement term is for 2 years commencing July 1, 2014 with the option of one (1) 1-year extension.

As part of the scope of work, and as required by the City, the contractors are required to train City staff in sewer system operation and maintenance. Funding for the agreements is included in the Fiscal Year 2014/15 Budget.



Ronald Bates

RRB:RG:AA:lg

Enc.

- 1) Sewer Map
- 2) Fee Schedule – Sewer Maintenance
- 3) Fee Schedule – Lift Station Maintenance
- 4) Fee Schedule – On-Call Emergency Water and Sewer Main Repairs
- 5) Agreement – Empire Pipe Cleaning & Equipment, Inc.
- 6) Agreement – DownStream Services, Inc.
- 7) Agreement – Williams Pipeline Contractors, Inc.
- 8) Agreement – MNR Construction Inc.

# City of Pico Rivera Existing Sanitary Sewer System



- Legend**
- Manholes
  - City Sewer Lines
  - County Sewer Lines
  - Summit Manholes
  - Pump Station
  - Flow Monitor Locations
  - Flow Monitor Basin Boundaries
  - City Boundary
  - Parcels

**City of Pico Rivera**  
Existing Sanitary Sewer System

0 500 1000 2000 Feet

EXHIBIT 7

**ENCLOSURE 2**

Date: April 14, 2014

**SANITARY SEWER MAINTENANCE SERVICES**

Item No.	Description	Unit	Quantity	Empire Pipe Cleaning & Equipment		Nor-Cal		National Plant Services, Inc.		DownStream Services, Inc.	
				Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total
1	Flushing and Cleaning (Periodics Report Mains)	LF	450,000	\$0.58	\$261,000.00	\$0.85	\$382,500.00	\$0.87	\$391,500.00	\$0.98	\$441,000.00
2	Flushing and Cleaning (Non-Periodics Report Mains)	LF	300,000	\$0.49	\$147,000.00	\$0.85	\$255,000.00	\$0.87	\$261,000.00	\$0.90	\$270,000.00
3	CCTV and Condition Assessment	Ea.	60,000	\$0.60	\$36,000.00	\$1.25	\$75,000.00	\$1.25	\$75,000.00	\$1.35	\$81,000.00
4	Emergency Callouts	Ea.	30	\$830.00	\$24,900.00	\$2,325.00	\$69,750.00	\$2,000.00	\$60,000.00	\$1,000.00	\$30,000.00
<b>Total Bid</b>					<b>\$468,900.00</b>		<b>\$782,250.00</b>		<b>\$787,500.00</b>		<b>\$822,000.00</b>
<b>Rank</b>					<b>1</b>		<b>2</b>		<b>3</b>		<b>4</b>

**ENCLOSURE 3**

Date: April 1, 2014

**SEWER LIFT STATION OPERATION, MONITORING, AND MAINTENANCE SERVICES**

Item No.	Description	DownStream Services Inc.		PumpMan	
		Unit Price Per Year	Total for Three Years	Unit Price Per Year	Total for Three Years
1	Farmland Sewer Lift Station	\$20,300.00	\$60,900.00	\$31,900.00	\$95,700.00
2	Clarinda Sewer Lift Station	\$18,600.00	\$55,800.00	\$39,600.00	\$118,800.00
3	Berkshire Sewer Lift Station	\$39,400.00	\$118,200.00	\$84,900.00	\$254,700.00
<b>Total Bid</b>			<b>\$234,900.00</b>		<b>\$469,200.00</b>
<b>Rank</b>			<b>1</b>		<b>2</b>

ENCLOSURE 4

ON-CALL SERVICES FOR EMERGENCY WATER AND SEWER REPAIR

Date: April 14, 2014

Item No.	Description	Unit	Quantity	Williams Pipeline Contractors		MNR Engineering Contractors		Stephen Doreck Equipemental Rental		Valverde Construction		Dominguez General Engineering		Pautus Engineering Inc.	
				Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total
1	Replace existing 6" VCP sewer main - 1 to 300 feet (5-10 ft. deep)	LF	300	\$120.00	\$36,000.00	\$140.00	\$42,000.00	\$135.00	\$40,500.00	\$325.00	\$97,500.00	\$900.00	\$270,000.00	\$2,000.00	\$600,000.00
				\$130.00	\$39,000.00	\$145.00	\$43,500.00	\$142.00	\$42,600.00	\$350.00	\$105,000.00	\$900.00	\$270,000.00	\$2,075.00	\$622,500.00
2	Replace sewer manhole (48-inch Dia) 5-foot Deep	Each	5	\$4,500.00	\$22,500.00	\$6,000.00	\$30,000.00	\$7,800.00	\$39,000.00	\$5,000.00	\$25,000.00	\$8,000.00	\$40,000.00	\$6,500.00	\$32,500.00
				\$5,500.00	\$27,500.00	\$6,200.00	\$31,000.00	\$9,200.00	\$46,000.00	\$6,000.00	\$30,000.00	\$9,000.00	\$45,000.00	\$7,400.00	\$37,000.00
				\$6,500.00	\$32,500.00	\$6,600.00	\$33,000.00	\$10,500.00	\$52,500.00	\$7,000.00	\$35,000.00	\$10,000.00	\$50,000.00	\$9,000.00	\$45,000.00
3	Furnish and Install 6" DI pipeline - 1 to 300 feet	LF	300	\$75.00	\$22,500.00	\$100.00	\$30,000.00	\$102.00	\$30,600.00	\$250.00	\$75,000.00	\$900.00	\$270,000.00	\$1,200.00	\$360,000.00
				\$85.00	\$25,500.00	\$100.00	\$30,000.00	\$107.00	\$32,100.00	\$275.00	\$82,500.00	\$900.00	\$270,000.00	\$1,300.00	\$390,000.00
4	Furnish and Install 6" Gate Valve Complete	Ea.	5	\$1,000.00	\$5,000.00	\$6,000.00	\$30,000.00	\$3,050.00	\$15,250.00	\$2,000.00	\$10,000.00	\$3,500.00	\$17,500.00	\$2,400.00	\$12,000.00
				\$2,000.00	\$10,000.00	\$7,000.00	\$35,000.00	\$3,450.00	\$17,250.00	\$2,500.00	\$12,500.00	\$7,500.00	\$37,500.00	\$3,500.00	\$17,500.00
6	Soil Compaction Test	Ea.	5	\$150.00	\$750.00	\$500.00	\$2,500.00	\$185.00	\$925.00	\$150.00	\$750.00	\$1,500.00	\$7,500.00	\$1,500.00	\$7,500.00
				<b>Total Bid</b>				<b>\$221,250.00</b>	<b>\$307,000.00</b>	<b>\$316,725.00</b>	<b>\$473,250.00</b>	<b>\$1,277,500.00</b>	<b>\$2,124,000.00</b>		
<b>Rank</b>				<b>1</b>		<b>2</b>		<b>3</b>		<b>4</b>		<b>5</b>		<b>6</b>	

**AGREEMENT NO. \_\_\_\_\_**  
**SANITARY SEWER MAIN MAINTENANCE SERVICES**

**THIS AGREEMENT** (hereinafter referred to as "Agreement") by and between the City of Pico Rivera, (hereinafter referred to as the "City") and Empire Pipe Cleaning & Equipment Inc., (hereinafter referred to as the "Contractor") is effective as of the 1st day of July 2014.

**RECITALS**

**WHEREAS**, the City desires to engage the Contractor to provide Sanitary Sewer Cleaning and Maintenance Services related to its sewer system;

**WHEREAS**, the Contractor represents to the City that the Contractor has the necessary skill, experience, and expertise to provide sewer mains and manhole maintenance services, and perform sewer main closed circuit television for sewer mains within the City of Pico Rivera;

**WHEREAS**, the principal representative of the Contractor is authorized to enter into this Agreement on behalf of the Contractor and the Contractor is willing to perform such services under this Agreement; and

**WHEREAS**, the City and the Contractor (hereinafter referred to jointly as the "Parties" or individually as a "Party") desire to enter into this Agreement for Sanitary Sewer Main Maintenance Services.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

1. **RETENTION.** The City retains the Contractor to provide sanitary sewer cleaning and maintenance within the City of Pico Rivera. The Contractor accepts the engagement and agrees to provide such services on the terms and conditions stated in this Agreement.

2. **INDEPENDENT CONTRACTOR.** The Contractor is an independent contractor. As such, the Contractor shall have no power or authority to incur any debt, obligation or liability on behalf of the City. Further, the Contractor is not entitled to any benefit typically associated with an employee, such as medical, sick leave or vacation benefit.

3. **PERS ELIGIBILITY INDEMNITY.** In the event that the Contractor or any employee, agent, or subcontractor of the 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, the 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 the Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the 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, including but not limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by the City for employer contribution and/or employee contributions for PERS benefits.

4. **SCOPE OF SERVICES.** The scope of the Contractor's service is set forth in the proposal dated April 14, 2014, attached hereto as Exhibit "A".

5. **COMPENSATION.** The City agrees to pay the Contractor \$468,900 for the above-stated services, as set forth in the attached Exhibit "A" for a 3-year term. In addition, a contingency amount of \$46,890 is added to the above amount to pay for any extra work requested by the City, resulting in the total contract amount of \$515,790. The Contractor agrees that the fees for services described in Exhibit "A" shall not exceed \$468,900, and any extra work related to the contingency amount shall be requested and preapproved, in writing, by the City.

6. **TERM.** The term of this Agreement shall commence on July 1, 2014 and shall continue until June 30, 2017 unless extended, in writing, by the City.

#### 7. **INDEMNITY AND INSURANCE**

A. **INDEMNITY.** Contractor hereby agrees to protect, indemnify and hold the City and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees and other expenses incurred by the City arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of the negligent acts, errors or omissions by the Contractor in the performance of its services under this Agreement, except only such injury to persons or damage to property due or claimed to be due to the sole negligence of the City. This provision is not intended to create any cause of action in favor of any third party against the Contractor or the City or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of the City for liability for damages or injuries to third persons or property arising from Contractor's negligent performance hereunder.

B. **INSURANCE.** The Contractor shall maintain throughout the duration of the term of the Agreement, liability insurance covering the Contractor and

designating the City (including its elected or appointed officials, directors, officers, agents, employees, volunteers or consultants) as Additional Insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the Contractor's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the Contractor's insurance policies shall be primary as respects any claims related to or as the result of the Contractor's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or contractors shall be non-contributory.

**General Liability:**

- a. General Aggregate \$3 million
- b. Personal and Advertising Injury: \$3 million
- c. Each Occurrence: \$1 million

**Workers' Compensation:**

- a. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits required by the California Labor Code or by any other state labor law, and for which CONTRACTOR is responsible, and Employers' Liability coverage with limits of not less than the following:
- b. Each accident: \$1 million
- c. Disease – policy limit: \$1 million
- d. Disease – each employee: \$1 million

**Automobile Liability:**

- a. CONTRACTOR further agrees that the Automobile Liability Insurance required herein shall each include provisions that make the CONTRACTOR responsible for the payment of any deductible or self-insured retention such that "the City of Pico Rivera and its agents, officers, and employees" shall be entitled to a dollar-one defense and indemnity as additional insured's.

The Contractor shall provide thirty (30) days advance notice to the City in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to the City prior to the Contractor's performance of this Agreement. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling the City to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required, under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, the City shall have the right, but not the duty, to obtain replacement insurance and to charge the Contractor for any premium due for such coverage. The City has the option to deduct any such premium from the sums due to the Contractor.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current AM Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval of the City's Risk Manager. The Contractor shall immediately advise the City of any litigation that may affect these insurance policies.

8. **INSPECTION OF DOCUMENTATION.** All reports, documents or other written material developed by the Contractor in the performance of this Agreement shall be subject to the City's inspection at any time and the City has the right to make copies of the same.

9. **TERMINATION FOR CONVENIENCE.** Either the City or the Contractor may terminate this Agreement at any time without cause by giving thirty (30) calendar days written notice to the other of such termination and specifying the effective termination date. If this Agreement is terminated as provided herein, the Contractor will be paid a total amount equal to the service he has provided as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

10. **NOTICE OF DEFAULT and TERMINATION FOR CAUSE.** If for any reason the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or the Contractor has violated any of the covenants, conditions or stipulations of this Agreement, the City shall then provide notice to the Contractor, setting forth the covenants, conditions, or stipulations of this Agreement which are then in breach. The Contractor shall then have ten (10) days (or a longer period if granted by the City) to cure the covenants, conditions, or stipulations expressed in the City's written notice. If the Contractor fails to cure and bring into compliance all terms specified, the City shall then have the right to terminate this Agreement without further notice to the Contractor. The notice shall refer to this clause, specify the nature of the alleged default, and shall specify the effective date of the termination in the event that breach does lead to termination. The Contractor will be paid a total amount equal to the service he has provided as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

11. **REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICE.** The representative of the parties who are primarily responsible for the administration of the Agreement, and to whom formal notice, demands and communications shall be given, are as follows:

A. The principal representative of the City shall be:

Ronald Bates, Ph.D.  
City Manager  
City of Pico Rivera  
PO Box 1016  
6615 Passons Boulevard  
Pico Rivera, California 90660-1016

With a courtesy copy to the City Attorney:

Arnold M. Alvarez-Glasman  
Alvarez-Glasman & Colvin  
13181 Crossroads Parkway North  
Suite 400 – West Tower  
City of Industry, California 91746

B. The principal representative of the Contractor shall be:

Craig Van Thyne  
Empire Pipe Cleaning & Equipment Inc.  
1788 N. Neville Street, Orange, CA 92865

C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by mail.

D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said changes.

12. **NON-EXCLUSIVE CLAUSE.** The City does not warrant to contract exclusively with a single contractor to perform Sanitary Sewer Cleaning and Maintenance Services.

13. **ASSIGNMENT AND SUBCONTRACTING.** Neither Party shall assign or subcontract the rights or responsibilities under this Agreement without the express, written consent of the other Party, which may be withheld for any reason or for no reason.

14. **WARRANTY.** The Contractor warrants that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services. The Contractor shall re-perform any of said services, which are not in conformity with standards as determined by the City. The Contractor will be relieved of its obligation to re-perform said services if the City does not notify the Contractor within thirty (30) days after the completion of the non-conforming service. Compensation for the Contractor to re-perform said services shall be subject to the approval of the City, but in no event shall such compensation exceed the actual cost of said services. Except as herein provided, with respect to personal injury or property damage, the foregoing are the Contractor's entire responsibilities and the City's exclusive remedies for service rendered or to be rendered hereunder, and no other warranties, guarantees, liabilities, or obligations are to be implied.

15. **RESOLUTION OF DISPUTES.**

- A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties.
- B. If any action, at law or in equity, is brought to enforce or to interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

16. **FORCE MAJEURE.** The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

17. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this Agreement, the Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age physical or mental handicap, medical condition, or sexual orientation. The Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

18. **SEVERABILITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

19. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

20. **ENTIRE AGREEMENT.** This Agreement, together with Exhibit "A" supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement, statement or promise not contained in this Agreement shall be valid and

binding. Any modification of the Agreement shall be effective only if it is in writing and signed by all parties.

21. **NONWAIVER OF TERMS, RIGHTS AND REMEDIES.** Waiver by either Party of any conditions of performance shall not be a waiver of any other condition of performance. The City's payment to the Contractor shall not constitute a waiver of any breach or any default which may then exist on the part of the Contractor.

22. **HEADINGS.** Paragraph headings are only for convenience and shall not be used to construe meaning or intent.

23. **NO CONSTRUCTION OF AGREEMENT AGAINST ANY PARTY.** Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis such Party drafted this Agreement or any provision within it.

24. **EXHIBITS.** All exhibits are incorporated in to this Agreement by reference.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be executed and attested by their respective officers hereunto duly authorized.

"CITY"  
CITY OF PICO RIVERA

"CONTRACTOR"  
EMPIRE PIPE CLEANING & EQUIPMENT

\_\_\_\_\_  
Brent A. Tercero, Mayor

  
\_\_\_\_\_  
Craig Van Thyne, Vice President

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

Dated: 5/2/2014

ATTEST:

APPROVED AS TO FORM:

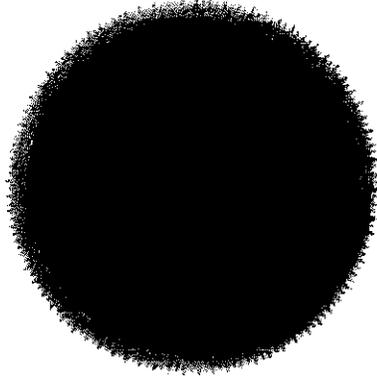
\_\_\_\_\_  
Anna M. Jerome, City Clerk  
City Clerk

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

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

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

# CITY OF PICO RIVERA



## REQUEST FOR PROPOSAL (RFP) SANITARY SEWER MAINTENANCE SERVICE

Prepared For  
Ana Ananda  
City of Pico Rivera  
Engineering Division of Public Works  
6615 Passons Blvd. Pico Rivera CA. 90660

Provided By:



1788 N. Neville Street  
Orange CA. 92865

Submitted by : Craig Van Thyne, Vice-President

RFP Due Date: Monday, April 14, 2014, 4:00PM



## EXHIBIT A SCOPE OF SERVICES

**General Intent** The Contractor shall perform sanitary sewer maintenance services to designated areas within the existing city limits as directed by the Director of Public Works or his/her designee. Sanitary sewer maintenance services include, but not limited to, the cleaning and maintenance of City owned sanitary sewer pipelines and manholes as designated by the City, emergency spill response, and the regular reporting to the City for the work completed by the Contractor. Also, included is Closed Circuit Television (CCTV) inspection when requested by the City.

The Contractor shall comply with the detailed Sanitary Sewer Maintenance Services requirements under the attached Special and Technical Provisions of the contract.

1. Sewer cleaning (jetting, reaming, etc):

- Clean entire system on a three-year cycle
- At a minimum, sewer segments shall be cleaned for intervals described in the "Periodics Report for City of Pico Rivera" (attached)
- Clean by jetting
- Sanitary sewer calcite reaming with approved reamers
- Sanitary sewer grease reaming/cutting with approved reamers and cutters
- Sanitary sewer roots reaming/cutting with approved reamers and cutters
- Disposal of waste at Los Angeles County Sanitation Department disposal site
- All other other work related to proper maintenance of the sewer system
- Sewer cleaning shall be done throughout the year on a uniform monthly linear-foot basis

2. CCTV on an as needed cycle determined by the City. Los Angeles County Sewer Maintenance District recently completed the CCTV and the City has a copy of the report. Up to a minimum of 3,000 linear feet segment length is assumed for Item No. 3 in Exhibit B.

3. Emergency response to sewer spills:

- Twenty-four (24) hours a day, seven (7) days a week, Contractor to respond within one (1) hour upon notification to clean up and informed by the City
- Contractor to contact all agencies required to be notified by State law (i.e. fish and games, etc.)
- Contractor to file any reports as needed
- For Item No. 4 in Exhibit B, up to 4 hours of portal to portal callout time is assumed. Any work required beyond 4-hour period shall be on a time and materials basis, unless otherwise agreed by the City and the Contractor.

5. Quarterly report of the work completed.

6. City plans on training its crew in sewer maintenance work. Contractor shall accommodate and provide all necessary training to a designated member of the City crew who will be working with the contractor's personnel during maintenance activities including field work in this contract.
7. Contractor may request and pay the City for temporary potable water meter connection(s) as necessary. Contact Pico Water District for temporary water connection requirements for area within their jurisdiction in the City of Pico Rivera. All service charges related to the temporary water connection shall be borne by the contractor at no additional cost to the City and shall be included in the respective bid item.
8. Debris from line cleaning will be accepted at Los Angeles County Sanitation District Joint Powers Pollution Control Plant (JWPCP) at the following location:

Joint Powers Pollution Control Plant (JWPCP)  
25501 S. Figueroa Street  
Carson, CA 90745  
(310) 830 2401

City will not provide a location or bins for temporary storage of waste materials, which will be the responsibility of the contractor.

**EXHIBIT B  
SANITARY SEWER MAINTENANCE SERVICES**

**Fee Schedule**

The pricing submitted on this sheet shall include all services requested under Exhibit A, Special and Technical Provisions.

<b>Item No.</b>	<b>Description of Work</b>	<b>Estimated Quantity For Three years</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost for Three years</b>
1	Hydraulic flushing/cleaning for designated areas within the existing city limits as directed by the City including, but not limited to, traffic control, water, water meter(s), permits, safety requirements, hauling, disposal of materials, reports and dump fees. (Per Periodics Report mains)	450,000	LF	\$0.58	\$ 261,00.00
2	Hydraulic flushing/cleaning for designated areas within the existing city limits as directed by the City including, but not limited to, traffic control, water, water meter(s), permits, safety requirements, hauling, disposal of materials, reports and dump fees. (for mains not included in Periodics Report)	300,000	EA	\$0.49	\$147,000.00

Item No.	Description of Work	Estimated Quantity For Three years	Unit	Unit Cost	Total Cost for Three years
3	CCTV and Condition Assessment Inspection in accordance with the Special & Technical Provisions, including traffic control, nuisance water protection, debris removal, hauling, and dump fee, safety requirements, etc. CCTV Inspections shall include, but are not limited to, system-wide; as-needed blockage responses, quality control and high maintenance area inspections as directed by the City.	60,000	LF	\$0.60	\$36,000.00
4	Emergency call-out for sewer spills including, but not limited to, cleanup, hauling, disposal, and traffic control.	30	EA	\$830.00	\$24,900.00
<b>TOTAL Items 1 thr. 4 (FOR THREE YEARS)</b>					<b>\$468,900.00</b>

Please specify if a minimum time is billed for each call-out if requested by the City to report to Work:

4.0 Hours.

Note: Please attach unit price and hourly rate sheet for all other sewer cleaning work or as needed call-outs provided by the Bidder as part of the submittal.

Note to Bidder: The quantities estimated above are for the purpose of evaluation of the proposal submitted by the Bidder, not guaranteed work. The City reserves the right to assign more or less quantities/work for the same unit or crew hourly rate price provided by the contractor herein. The City is not obligated to any minimum or maximum quantities/work under the contract. Nothing in these documents or elsewhere in the contract documents shall be construed as obligating the city to do so.

BIDDER'S NAME: Empire Pipe Cleaning & Equipment Inc.

TOTAL COST (figures): \$468,900.00

TOTAL COST (in words): Four Hundred Sixty Eight Thousand Nine Hundred Dollars and Zero Cents

**AGREEMENT NO. \_\_\_\_\_**  
**SEWER LIFT STATION OPERATION AND MAINTENANCE SERVICES**

**THIS AGREEMENT** (hereinafter referred to as "Agreement") by and between the City of Pico Rivera, (hereinafter referred to as the "City") and DownStream Services Inc., (hereinafter referred to as the "Contractor") is effective as of the 1st day of July 2014.

**RECITALS**

**WHEREAS**, the City desires to engage the Contractor to provide Sewer Lift Station Operation and Maintenance Services for its sewer system;

**WHEREAS**, the Contractor represents to the City that the Contractor has the necessary skill, experience, and expertise to provide operation and maintenance of Farmland, Clarinda, and Berkshire Sewer Lift Stations in the City of Pico Rivera;

**WHEREAS**, the principal representative of the Contractor is authorized to enter into this Agreement on behalf of the Contractor and the Contractor is willing to perform such services under this Agreement; and

**WHEREAS**, the City and the Contractor (hereinafter referred to jointly as the "Parties" or individually as a "Party") desire to enter into this Agreement for Lift Station Operation and Maintenance Services.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

1. **RETENTION.** The City retains the Contractor to provide sanitary sewer cleaning and maintenance within the City of Pico Rivera. The Contractor accepts the engagement and agrees to provide such services on the terms and conditions stated in this Agreement.

2. **INDEPENDENT CONTRACTOR.** The Contractor is an independent contractor. As such, the Contractor shall have no power or authority to incur any debt, obligation or liability on behalf of the City. Further, the Contractor is not entitled to any benefit typically associated with an employee, such as medical, sick leave or vacation benefit.

3. **PERS ELIGIBILITY INDEMNITY.** In the event that the Contractor or any employee, agent, or subcontractor of the 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, the 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 the Contractor or its employees, agents, or subcontractors, as well as for

the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the 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, including but not limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by the City for employer contribution and/or employee contributions for PERS benefits.

4. **SCOPE OF SERVICES.** The scope of the Contractor's service is set forth in the proposal dated March 31, 2014, attached hereto as Exhibit "A".

5. **COMPENSATION.** The City agrees to pay the Contractor \$234,900 for the above-stated services, as set forth in the attached Exhibit "A" for the three-year term. In addition, a contingency amount of \$23,490 is added to the above amount to pay for any extra work requested by the City, resulting in total contract amount of \$258,390. The Contractor agrees that the fees for services described in Exhibit "A" shall not exceed \$234,900, and any extra work related to the contingency amount shall be requested and preapproved, in writing, by the City.

6. **TERM.** The term of this Agreement shall commence on July 1, 2014 and shall continue until June 30, 2017 unless extended, in writing, by the City.

7. **INDEMNITY AND INSURANCE**

A. **INDEMNITY.** Contractor hereby agrees to protect, indemnify and hold the City and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees and other expenses incurred by the City arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of the negligent acts, errors or omissions by the Contractor in the performance of its services under this Agreement, except only such injury to persons or damage to property due or claimed to be due to the sole negligence of the City. This provision is not intended to create any cause of action in favor of any third party against the Contractor or the City or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of the City for liability for damages or injuries to third persons or property arising from Contractor's negligent performance hereunder.

B. **INSURANCE.** The Contractor shall maintain throughout the duration of the term of the Agreement, liability insurance covering the Contractor and designating the City (including its elected or appointed officials, directors,

officers, agents, employees, volunteers or consultants) as Additional Insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the Contractor's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the Contractor's insurance policies shall be primary as respects any claims related to or as the result of the Contractor's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or contractors shall be non-contributory.

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**Automobile Liability:**

- a. CONTRACTOR further agrees that the Automobile Liability Insurance required herein shall each include provisions that make the CONTRACTOR responsible for the payment of any deductible or self-insured retention such that "the City of Pico Rivera and its agents, officers, and employees" shall be entitled to a dollar-one defense and indemnity as additional insured's.

The Contractor shall provide thirty (30) days advance notice to the City in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to the City prior to the Contractor's performance of this Agreement. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling the City to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required, under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, the City shall have the right, but not the duty, to obtain replacement insurance and to charge the Contractor for any premium due for such coverage. The City has the option to deduct any such premium from the sums due to the Contractor.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current AM Best's rating of A:-VII or better.

Acceptance of insurance from a carrier with a rating lower than A-VII is subject to approval of the City's Risk Manager. The Contractor shall immediately advise the City of any litigation that may affect these insurance policies.

8. **INSPECTION OF DOCUMENTATION.** All reports, documents or other written material developed by the Contractor in the performance of this Agreement shall be subject to the City's inspection at any time and the City has the right to make copies of the same.

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Ronald Bates, Ph.D.  
City Manager  
City of Pico Rivera  
PO Box 1016  
6615 Passons Boulevard  
Pico Rivera, California 90660-1016

With a courtesy copy to the City Attorney:

Arnold M. Alvarez-Glasman  
Alvarez-Glasman & Colvin  
13181 Crossroads Parkway North  
Suite 400 – West Tower  
City of Industry, California 91746

- B. The principal representative of the Contractor shall be:

Wilma Roberts  
DownStream Services, Inc.  
2855 Progress Place  
Escondido, CA 92029

- C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by mail.
- D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said changes.

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- A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties.
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21. **NONWAIVER OF TERMS, RIGHTS AND REMEDIES.** Waiver by either Party of any conditions of performance shall not be a waiver of any other condition of performance. The City's payment to the Contractor shall not constitute a waiver of any breach or any default which may then exist on the part of the Contractor.

22. **HEADINGS.** Paragraph headings are only for convenience and shall not be used to construe meaning or intent.

23. **NO CONSTRUCTION OF AGREEMENT AGAINST ANY PARTY.** Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis such Party drafted this Agreement or any provision within it.

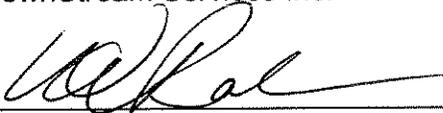
24. **EXHIBITS.** All exhibits are incorporated in to this Agreement by reference.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be executed and attested by their respective officers hereunto duly authorized.

"CITY"  
CITY OF PICO RIVERA

"CONTRACTOR"  
DownStream Services Inc.

\_\_\_\_\_  
Brent A. Tercero, Mayor

  
\_\_\_\_\_  
Wilma Roberts, President

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

Dated: 4/23/2014

ATTEST:

APPROVED AS TO FORM:

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

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

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

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



March 31, 2014

*City of Pico Rivera*  
6615 Passons Blvd  
Pico Rivera, CA 90660

**Subject: Sewer Lift Station Operation, Monitoring and Maintenance Services**

DownStream Services Inc. (DSI) is pleased to submit our proposal for the above referenced project. DSI is fully committed to providing personnel, "state-of-the-art" equipment and all resources necessary to successfully complete this project within budget and time constraints. DSI will provide the expertise while remaining in compliance with all Federal, State and the City's regulations and ordinances and maintaining the highest standard of excellence.

DownStream Services, Inc. DSI has read and will comply with all terms and conditions of the Proposal.

On behalf of DSI, the only persons, companies, and/or parties interested in this proposal as principals are Wilma G. Roberts and Victor N. Roberts. The names of persons authorized to sign the proposal and/or negotiate for DownStream Services, Inc. are as follows:

**Wilma G. Roberts – President**  
2855 Progress Place  
Escondido, CA 92029  
p: 760.746.2544 c: 760.497.4850  
e: [WilmaR@downstreamservices.com](mailto:WilmaR@downstreamservices.com)

**Victor N. Roberts – Vice President**  
2855 Progress Place  
Escondido, CA 92029  
p: 760.746.2544 c: 619.520.5167  
e: [VictorR@downstreamservices.com](mailto:VictorR@downstreamservices.com)

The proposal will remain valid for a period of no less than 90 days from the date of this letter. Downstream Services, Inc. looks forward to working for the City of Pico Rivera. Please feel free to contact either Wilma or Victor Roberts with any questions or concerns.

Warm Regards,

A handwritten signature in black ink, appearing to read "Wilma", written over a horizontal line.

Wilma G. Roberts – President  
DownStream Services, Inc.

## EXHIBIT A SCOPE OF SERVICES

**General Intent** The Contractor shall perform all sewer lift station operation, monitoring, and maintenance services to designated areas within the existing city limits as directed by the Director of Public Works or his/her designee. Also included emergency spill response from equipment malfunctioning, the regular reporting to the City for the work completed by the Contractor, and training a designated person from city crew in maintenance activities.

The Contractor shall comply with the detailed services requirements under the attached Special and Technical Provisions of the contract in addition to the work described in this section:

1. Regular operation, 24/7 monitoring, and maintenance of three sewer lift stations including, but not limited to, pumps/motors, electrical panels, bubblers/floats etc.
2. City plans on installing a SCADA system to control/monitor the stations and dialup operators in case of a problem or real-time monitoring. Contractor should be available 24/7 and respond within 30 minutes of electronic notification of an emergency or malfunction. Contractor shall have a telemetry system to link with pump station control system.
3. Contractor should perform all preventive maintenance and routine cleaning as described in this document and make all the repairs or preventive maintenance as necessary to maintain the system in good working order.
4. Contractor should be equipped with all necessary equipment including emergency generators, bypass pumping equipment, etc., to address any power failures or equipment malfunction.
5. Contractor should have all necessary spare parts and manpower resources available for mechanical or electrical repairs of similar facilities within a short notice.
6. Contractor shall have proven experience (minimum 5 years) and personnel who can maintain similar pumping stations.
7. Contract will be for three years with provision to extend.
8. The contractor will solely be responsible all operation and maintenance.

9. Emergency response to sewer spills:
- Contractor to respond immediately to clean up and inform the City.
  - Provide temporary bypass pumping and/or emergency generator to maintain flow during equipment malfunction or power failures.
  - Contractor to contact all agencies required to be notified by state law (i.e. fish and games, etc.).
  - Contractor to file any reports as needed.
10. Provide reports of the work completed.
11. City plans on training its crew in sewer maintenance work. Contractor shall accommodate and provide all necessary training to a designated member of the City crew who will be working with the contractor's personnel during maintenance activities including field work in this contract.
12. Debris from line cleaning will be accepted at Los Angeles County Sanitation District Joint Powers Pollution Control Plant (JWPCP) at the following location:
- Joint Powers Pollution Control Plant (JWPCP)  
25501 S. Figueroa Street  
Carson, CA 90745  
(310) 830 2401
13. Lift Station Wet well Cleaning Schedule:
- Clarinda Lift Station: If direct access to the wet well by vacuum equipment is not feasible, lift station pumps could be used to pumpout debris to the downstream manholes. All floating objects shall be removed by suitable methods. Contractor shall remove and dispose of all waste materials collected in the process at approved locations at no additional cost to the City.
    - Weekly wash-down of wet well from surface with water hose. It is critical that the wet well is washed frequently due to the difficulty of getting vacuum truck access to this wet well for pump-outs.
    - Quarterly wash-down of wet well from surface with high pressure/high volume hose.

- Biannual or as needed entry into wet well to remove any debris accumulation that is not removable by regular wash-down or pumping out.
- Farmland Lift Station: Clean wet well biannually or as needed using vacuum equipment. Contractor shall remove and dispose of all debris and waste materials collected in the process at approved locations.
- Berkshire Lift Station: Clean wet well monthly using vacuum equipment. Contractor shall remove and dispose of all debris and waste materials collected in the process at approved locations.

**EXHIBIT B  
SEWER LIFT STATION OPERATION, MONITORING, AND  
MAINTENANCE SERVICES  
Bid Schedule**

The pricing submitted on this sheet shall include all services requested under Exhibit A, Special and Technical Provisions.

Costs listed shall be inclusive of ALL costs associated with the site visits including labor, insurance, consumable materials, tax, freight charges, use of equipment, mobilization, travel time, overhead, reports etc. Additional work such as major repairs or replacement are not covered under the routine maintenance portion of this agreement. No additional charges will be paid unless itemized separately and agreed to in writing by the City. Unless otherwise agreed by the parties, all utility bills associated with the pumping facilities will be paid for by the City.

Item No.	Description	Unit Price per Year	Total for Three Years
1	Farmland Sewer Lift Station	\$ 20,300	\$ 60,900
2	Clarinda Sewer Lift Station	\$ 18,600	\$ 55,800
3	Berkshire Sewer Lift Station	\$ 39,400	\$ 118,200
	<b>TOTAL Items 1, 2 and 3 (FOR THREE YEARS)</b>		<b>\$ 234,900</b>

Additional Costs:

As required, the City may request or approve repair or replacement actions by the contractor. The following pricing will be used to establish the reasonable costs of such actions.

All travel time, per diem, mileage and consumable materials are considered to be included in either the hourly rates or the appropriate call out charges

Provide the hourly rates for service personnel and equipment outlined below.

Serviceperson	\$ <u>125.00</u> /hr
Service truck	\$ <u>125.00</u> /hr
Crane truck	\$ <u>165.00</u> /hr

Shop labor per person \$ 65.00 /hr

**Note: Please attach unit price and hourly rate sheet for all other sewer cleaning work or as needed call-outs provided by the Bidder as part of the submittal.**

Please specify if a minimum time is billed for each emergency call out: Four (4)  
Hours. Each item

Overtime Rate Multiplier: 1.35

\_\_\_\_\_  
(Indicate Beginning and ending hours for overtime)

Holiday Rate Multiplier: 1.5

BIDDER SIGNATURE: \_\_\_\_\_



**Notes:**

- 1. Unit Rates in the Bid shall include mark-ups, overhead, and profit.**
- 2. The rates shown on the firm's standard rate schedule shall include mark-ups, overhead, and profit. If in case the standard rate schedule does not include mark-ups, overhead, and profit, append an attachment showing the necessary allowances for mark-ups, overhead, and profit.**
- 3. If there is a discrepancy between the Unit Rates in the Bid and the rates shown on the firm's rate schedule for the same Bid item, Unit rates in the Bid shall prevail.**

Note: Please attach unit price and hourly rate sheet for all other sewer cleaning work provided by the Bidder as part of the submittal.

Note to Bidder: The quantities estimated above are for the purpose of evaluation of the proposal submitted by the Bidder, not guaranteed work. The City reserves the right to assign more or less quantities/work for the same unit or crew hourly rate price provided by the contractor herein. The City is not obligated to any minimum or maximum quantities/work under the contract. Nothing in these documents or elsewhere in the contract documents shall be construed as obligating the city to do so.

## HOURLY EQUIPMENT AND LABOR RATES (PREVAILING WAGE)

California  
Tax Identification  
#80-0011534

California  
Contractors License  
#807953-A, C31, Haz.

California  
Hazardous Materials  
Transportation  
License #134172

U. S. Department of  
Transportation  
Hazardous  
Materials Certificate  
Registration #  
061907 021 012P

U. S. Environmental  
Protection Agency  
EPA #CAR000040808

Department of Toxic  
Substances Control  
Hazardous Waste  
Transporter  
Registration #4481

EM-385 40 Hour  
Certified

OSHA 30 Hour  
Certified

NASSCO Certified

CQM Certified

Confined Space Entry  
and SCBA Certified

Fall Protection  
Certified

Traffic Control |  
Flagger Certified

CPR | First Aid  
Certified

Company: City of Pico Rivera		Project Name
Work Requested:		
Contact:	Contract Number:	
Phone:	Fax:	PO Number:

The following is a list of equipment which may be necessary for this project. All equipment and personnel is scheduled for a **FOUR (4) HOUR MINIMUM**. Any additional time required on the project beyond the four hour minimum will be charged at the quoted rate. Hours over eight per day are paid at overtime rates (regular rate as listed plus 35%) and hours over twelve (12) per day are paid at double time rates (regular rate as listed plus 50%). Overtime and double time rates also apply to weekend work.

*These rates are based on **State and Federal Prevailing Wages**. If your project is Non-Prevailing Wage please contact our office for Regular/Non-Prevailing Wage pricing.*

State Prevailing Wage    Federal Davis Bacon    Federal SCA Prevailing Wage

### Operated and Maintained Equipment and Labor List:

Item 1	Camel 9 cubic yard Combo Jet/Vacuum Truck	\$244.00/hour
Item 2	DSI Mini Vacuum on Flatbed Truck, Truck #5971	\$194.00/hour
Item 3	Super Jet Vacuum (150 gallons per minute), Truck #95	\$269.00/hour
Item 4	DSI Skid Vacuum (fills 55 gallon drum), Truck #6509	\$169.00/hour
Item 5	Camel 5 cubic yard Combo Jet/Vacuum Truck, Truck #5950	\$231.00/hour
Item 6	CCTV Inspection Truck	\$231.00/hour
Item 7	PC 228 Excavator 50,000 lbs	\$194.00/hour
Item 8	PC 120 Excavator 27,000 lbs	\$163.00/hour
Item 9	WA 250 Wheel Loader 3 cubic yard	\$156.00/hour
Item 10	Case 590-L 4 x 4 Backhoe	\$138.00/hour
Item 11	Water Truck (2,500 gallons)	\$131.00/hour
Item 12	3 Axle Roll-Off Truck	\$144.00/hour
Item 13	2 Axle "Flatbed" 3 Ton Knuckle Boom Crane, Truck #5066	\$138.00/hour
Item 14	3 Axle "Flatbed" 17 Ton Hydraulic Crane, Truck #5062	\$163.00/hour
Item 15	Traffic Control Truck with Arrow Board & 1 Technician (includes 6 Signs and Cones)	\$156.00/hour
Item 16	4 Axle Pumper Truck (4,500 gallons), Truck #5061	\$180.00/hour
Item 17	Bucket Cleaning Machine [Pair] (3-Man Crew)	\$450.00/hour
Item 18	Pull-Plate System (3-Man Crew)	\$450.00/hour

### Non-Operated Equipment:

Item 19	2-inch Submersible Pump	\$75.00/day
Item 20	4-inch Trash Pump	\$100.00/day
Item 21	Hydraulic Pump 4-inch with Power Unit	\$425.00/day
	Hydraulic Pump 6-inch with Power Unit	\$525.00/day
Item 22	6-inch Bypass Trailer System with Vacuum Assist Pump	\$750.00/day

**HOURLY EQUIPMENT AND LABOR RATES (PREVAILING WAGE)**

**Non-Operated Equipment Continued:**

DSI carries the following insurance coverage\*:

Valley Forge Insurance Company

General Liability Policy #2094163615 \$1,000,000

Item 23	Hoses (examples: 2-inch x \$0.25 = \$0.50/in/ft/day)	\$0.25/in/ft/day
Item 24	16 cubic yard Dewatering Bin	\$70.00/day
Item 25	5,000 gallon Rinse Tank	\$30.00/day
Item 26	Pickup Truck	\$12.00/hour
Item 27	Tamper/Compactor	\$125.00/day
Item 28	SCBA Equipment (in use)*	\$28.00/hour

**Labor:**

Continental Insurance Corp.

Automobile Liability Policy #5091396971 \$1,000,000

BBSI

Worker's Compensation & Employers Liability Cert # 2246 \$1,000,000

Item 29	Project Manager	\$145.00/hour
Item 30	Supervisor	\$128.00/hour
Item 31	Foreman and Crew Truck	\$125.00/hour
Item 32	Instrumentation Technician (includes service vehicle and test equipment)	\$125.00/hour
Item 33	Equipment Operator	\$110.00/hour
Item 34	Oiler	\$94.00/hour
Item 35	Pipe Layer	\$92.00/hour
Item 36	Assistant	\$88.00/hour
Item 37	Traffic Control Technician	\$88.00/hour

Valley Forge Insurance Company

Umbrella/Excess Liability Policy #C2094163629 \$1,000,000

- There are no travel fees for projects within a 35 mile radius of our office. For projects beyond 35 miles, the following rates for operated and maintained equipment will apply to and from our office: A rate of \$125/hour will apply for items 1, 2, 3, 4, 5 and 6. \$100/hour for items 11, 12, 14 and 16. \$75/hour for items 13 and 15. These rates include the operator. Delivery charges will apply to all heavy equipment, bins, tanks, transports and specialty equipment. Prices will be quoted on a per project basis. Travel for support vehicles and employees apply at \$65/hour and each additional employee in the same vehicle at \$50/hour.
- Per Diem charges of \$125.00/day per man may apply and will be charged to cover overnight stays.
- **All managed extra work will be billed at time and materials plus 20% overhead.**
- **Confined Space Entry (Permit or Non-Permit) - Equipment Service Charge \$450.00 /per day.**
- **\*SCBA Equipment Services Charge - \$150.00 per day/per unit.**
- **Emergency Response Call-Out - \$250.00 Fee (per responder call out):** Emergency Response is considered a spill response and shall be charged at an increase of 35% of the above rates, plus 20% overhead on cost of materials and/or outside subcontractors and equipment rental.
- **Disposal Services - Prices will be quoted on a per project basis.**
- **Cancellation/Assumptions/Exclusions/Terms and Conditions:** DSI requires a twelve (12) hour cancellation notice. Any cancellations received less than twelve (12) hours will result in a \$350.00 cancellation fee. Cancellation of a project within two (2) hours of onsite time will result in a four (4) hour minimum will be charged for the crew at the listed rate.

Please notify Downstream Services, Inc. **IMMEDIATELY** if additional insurance terms or coverage's are necessary for this project. Please notify Downstream Services, Inc. **IMMEDIATELY** if you have any questions, or need any clarifications regarding the TERMS AND CONDITONS for this requested work. Please sign this form and return to Downstream Services, Inc. via fax or give to operator onsite.

I have read the above and to the best of my knowledge it is true and correct and I agree to pay these charges. I agree to notify Downstream Services, Inc. in writing of any disputes within thirty (30) days of the date the work was performed. Otherwise such disputes are considered negligible. In the event a suit is instigated to enforce payment, the vendor/contractor/owner agrees to pay reasonable attorney and collection fees together with legal interest and cost of suits. All past due accounts are subject to 1% per month service charge. THIS FORM MUST BE SIGNED AND RETURNED TO DSI BY 12:00PM THE DAY PRIOR TO WORK BEING PERFORMED.

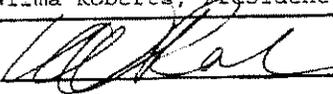
\*Coverage includes a blanket additional insured endorsement. If a customized endorsement is required there will be additional charges.

Name and Title:

Date:

**BIDDER'S INFORMATION**

BIDDER certifies that the following information is true and correct:

Bidder's Name DownStream Services, Inc.  
Business Address 2855 Progress Place  
Escondido, CA 92029  
Telephone 760-746-2544  
State Contractor's License No. and Class 807953 A, C31 and Haz endorsement  
Original Date Issued 2002 Expiration Date 5/31/2014  
Bidder Name/Title: Wilma Roberts, President  
Authorized Signature:   
Phone: 760-746-2544 Fax: 760-746-2667  
Email: wilmar@downstreamservices.com

AGREEMENT NO. \_\_\_\_\_  
**PUBLIC WORKS CONTRACT SERVICES AGREEMENT**

ON-CALL EMERGENCY WATER AND SEWER MAIN REPAIR

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the City of Pico Rivera, a municipal corporation, (herein "City") and Williams Pipeline Contractors, Inc., (herein "Contractor"). The parties hereto agree as follows:

R E C I T A L S

A. City requires On-Call Emergency Water and Sewer Main Repair Services. Contractor has represented to the 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 "Scope of Services" 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:

- a. This Agreement entitled above as, "On-Call Emergency Water and Sewer Main Repair";
- b. Special Provisions;
- c. Quotation;
- d. Bond for Faithful Performance;
- e. Bond for Labor and Material;
- f. Notice of Award;
- g. Notice to Proceed;
- h. Escrow Agreement;
- i. Schedule of Non-Working Fridays;
- j. Waste Management Plan;
- k. Supplemental Information Form;

- l. Tax Identification Number Form;
- m. Guarantee;
- n. Any Change Orders approved by the City;
- o. And any and all schedules and attachments 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 Specifications
4. Greenbook

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 (as identified in Section 5.2) 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 Commissioners. 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 therefore.

## 2. GENERAL CONDITIONS

2.1 **Compliance with Law** - The Contractor shall keep itself informed of local, 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: State Contractor's License, Class A.

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 Two Hundred Thousand Dollars (\$200,000), (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 3.2 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 Commissioners, 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 **Time of Completion** - The Contractor shall complete all work in every detail within an agreed upon time after the date in the Notice to Proceed.

4.3 **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 "Schedule of Performance" attached hereto as Exhibit "A," if any, 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.

4.4 **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.

4.5 **Term** - Unless earlier terminated in accordance with Section 8.8 or 8.9 of this Agreement or extended by the City, this Agreement shall commence on July 1, 2014 and shall continue until June 30, 2016.

## 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:

John H. Williams, President  
Williams Pipeline Contractors Inc.

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 Executive Director or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have

authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

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

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

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

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

**5.6 Identity of Persons Performing Work** - Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct

supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

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

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

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

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

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

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

6. INSURANCE, INDEMNIFICATION AND BONDS

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

Coverage (Check if applicable)		Minimum Limits
(X)	Comprehensive General Liability Insurance (including premises and operations)	\$1,000,000 per occurrence combined single limit
(X)	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 shall apply in excess of, and not combined with, insurance provided by this policy.

The City, 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, experts costs, experts fees, 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 written notice to Contractor of any third party claims in accordance with 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 100% 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 Commissioners 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, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

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** – 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 (\$1,000.00) 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 A). In addition, liquidated damages may be assessed, in the City's sole discretion, in the amount of one thousand dollars (\$1,000.00) for failure to comply with the emergency call out requirements described in the Scope of Services (Exhibit A). The City may withhold any accrued liquidated damages from any moneys payable on account of services performed by the Contractor.

8.8 **Termination for Default of Contractor** - If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, then on the termination date identified in the written notice of termination issued by City to the Contractor, 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. Contractor shall be entitled to compensation only for work completed to City's satisfaction, as determined solely by City.

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. On the termination date identified in 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, as determined solely by the City as completed to the City's satisfaction, up to and including the termination date indicated on 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. 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, including expert fees and expert costs, 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: City Engineer

To Contractor: Williams Pipeline Contractors, Inc.  
4892 North Street  
Somis, CA 93066  
Attn: John Williams, 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 boundaries of City's service area 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.

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

ATTEST:

CITY OF PICO RIVERA,  
a municipal corporation

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

By: \_\_\_\_\_  
Brent A. Tercero, Mayor

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

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

APPROVED AS TO FORM:

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

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

CONTRACTOR: Williams Pipeline Contractors Inc.

By: John H Williams  
(Print)

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

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

Signature: John Williams

Dated: 04/23/2014

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

Title: President

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

Address: P.O. Box 1120

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

Scimus, CA 93066

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BID			
ON-CALL SERVICES FOR EMERGENCY WATER AND SEWER REPAIR			
Bid Items			
Item No.	Description	Unit	Unit Rate
1	Replace existing 6" VCP sewer main - 1 to 300 feet (5-10 ft. deep)	LF	\$ 120-
	Replace existing 8" VCP sewer main - 1 to 300 feet (5-10 ft. deep)	LF	\$ 130-
2	Replace sewer manhole (48-inch Dia) 5-feet Deep	Each	\$ 4500-
	Replace sewer manhole (48-inch Dia) 8-feet Deep	Each	\$ 5500-
	Replace sewer manhole (48-inch Dia) 10-feet Deep	Each	\$ 6500-
3	Furnish and Install 6" DI pipeline - 1 to 300 feet	LF	\$ 75-
	Furnish and Install 8" DI pipeline - 1 to 300 feet	LF	\$ 85-
4	Furnish and Install 6" Gate Valve Complete	Each	\$ 1000-
5	Furnish and Install 8" Gate Valve Complete	Each	\$ 2,000-
6	Traffic Control Arrow Board	Each per Day	\$ 50. <sup>00</sup>
	Construction sign	Each per Day	\$ 3. <sup>00</sup>
	Delineator	Each per Day	\$ 2. <sup>00</sup>
7	Move Trailer	Each per Day	\$ 200. <sup>00</sup>
8	Welder 170 Amp	Each per Day	\$ 80. <sup>00</sup>
	Welder 170 AMP Standby	Each per Day	\$ 50. <sup>00</sup>
9	Hand Compactor	Each per Day	\$ 30. <sup>00</sup>
10	Compaction Wheel	Each per Day	\$ 40. <sup>00</sup>
11	3 Ton Roller	Each per Day	\$ 216. <sup>00</sup>
	3 Ton Roller Standby	Each per Day	\$ 75. <sup>00</sup>

BID			
ON-CALL SERVICES FOR EMERGENCY WATER AND SEWER REPAIR			
Bid Items			
Item No.	Description	Unit	Unit Rate
12	Generator Set: (10 kw)	Each per Day	\$ 80. <sup>00</sup>
	Generator Set: (10 kw) Standby	Each per Day	\$ 25. <sup>00</sup>
	Generator Set: (100 kw)	Each per Day	\$ 200. <sup>00</sup>
	Generator Set: (100 kw) Standby	Each per Day	\$ 50. <sup>00</sup>
13	Foreman Truck w/Tools (3/4 ton)	Each per Day	\$ 144. <sup>00</sup>
14	Foreman Truck w/Tools (1 ton)	Each per Day	\$ 144. <sup>00</sup>
15	Dump Truck (10- 12 cubic yard)	Each per Day	\$ 400. <sup>00</sup>
16	Water Truck up to 1800 Gallons	Each per Day	\$ 225. <sup>00</sup>
	Water Truck up to 1800 Gallons Standby	Each per Day	\$ 100. <sup>00</sup>
17	Hot Tap Machine 1"- 2"	Each per Day	\$ 80. <sup>00</sup>
18	Backhoe, John Deere 310 or equivalent	Each per Day	\$ 280. <sup>00</sup>
	Backhoe, John Deere 310 or equivalent Standby	Each per Day	\$ 100. <sup>00</sup>
19	Fork Lift, 7,000 pounds	Each per Day	\$ 96. <sup>00</sup>
	Fork Lift, 7,000 pounds Standby	Each per Day	\$ 25. <sup>00</sup>
20	Compressor 175 CFM	Each per Day	\$ 125. <sup>00</sup>
21	<u>Pumps:</u>	Each per Day	
	2" Dewatering Pump	Each per Day	\$ 24. <sup>00</sup>
	2" Dewatering Pump Standby	Each per Day	\$ 10. <sup>00</sup>
22	<u>Pumps:</u>	Each per Day	
	4" Dewatering Pump	Each per Day	\$ 80. <sup>00</sup>
	4" Dewatering Pump Standby	Each per Day	\$ 25. <sup>00</sup>
23	2" Trash Pump	Each per Day	\$ 50. <sup>00</sup>
24	Concrete Saw	Each per Day	\$ 450. <sup>00</sup>
25	Jack Hammer and Points	Each per Day	\$ 40. <sup>00</sup>

BID ON-CALL SERVICES FOR EMERGENCY WATER AND SEWER REPAIR			
Bid Items			
Item No.	Description	Unit	Unit Rate
26	Soil Compaction Test	Each	\$ 150. <sup>00</sup>
27	10,000 gal. Water Tank	Each per Day	\$ 100. <sup>00</sup>
28	Shoring Shields (8'x8'x8')	Each per Day	\$ 100. <sup>00</sup>
29	Shoring Jacks	Each per Day	\$ 10. <sup>00</sup>
30	Trench Plates	Each per Day	\$ 4. <sup>00</sup>
31	Gas Detector	Each per Day	\$ 10. <sup>00</sup>
32	Cost of furnishing both Performance and Labor Bonds (As a percentage of Contract Amount)	Percentage	1.2%
33	<u>Labor Rates:</u>		
	Two-Man Crew	Hour	\$ 150. <sup>00</sup>
	Three-Man Crew	Hour	\$ 225. <sup>00</sup>
	Four-Man Crew	Hour	\$ 300. <sup>00</sup>
	Each Additional Man	Hour	\$ 75. <sup>00</sup>
	Each Additional Operator	Hour	\$ 93. <sup>74</sup>
	Pipelayer	Hour	\$ 80. <sup>00</sup>
	Welder	Hour	\$ 80. <sup>00</sup>
	Cement Mason	Hour	\$ 75. <sup>00</sup>
	Carpenter	Hour	\$ 75. <sup>00</sup>
	Mechanics	Hour	\$ 60. <sup>00</sup>
	Truck Driver	Hour	\$ 75. <sup>00</sup>
	Foreman	Hour	\$ 100. <sup>00</sup>
	Superintendent	Hour	\$ 90. <sup>00</sup>

BID			
ON-CALL SERVICES FOR EMERGENCY WATER AND SEWER REPAIR			
Bid Items			
Item No.	Description	Unit	Unit Rate
34	Attach your firm's standard rate schedule for labor, materials, and equipment. (See Notes 2 and 3 below)	N/A	N/A

Please specify if a minimum time is billed for each call if requested by the City to report to Work: 4 Hours. min

Notes:

1. Unit Rates in the Bid shall include mark-ups, overhead, and profit.
2. The rates shown on the firm's standard rate schedule shall include mark-ups, overhead, and profit. If in case the standard rate schedule does not include mark-ups, overhead, and profit, append an attachment showing the necessary allowances for mark-ups, overhead, and profit.
3. If there is a discrepancy between the Unit Rates in the Bid and the rates shown on the firm's rate schedule for the same Bid item, Unit rates in the Bid shall prevail.

Terms of Extension

A contract entered with Bidder may be extended for up to two separate, consecutive periods of one year each at the option of the Owner. The maximum percentage rate increase for extension will be as shown below, unless at the time of extension, the Contractor can justify higher rate increases according to the "Construction Cost Index of Engineering News Record" as applicable to the Los Angeles Region and subject to the approval of the Owner:

Price increase shall not exceed 4% during first extension period.  
 Price increase shall not exceed 4% during second extension period.

Williams Pipeline Contractors, Inc.				
Pico Rivera				
WPCI#:				
Equipment				
qty	Description	Hours	Rate	Stand by
	446D Cat Backhoe 4WD (extendable)		74.04	8.14
	446B Cat Backhoe 4WD (extendable)		69.36	7.63
	416B Cat Backhoe 4WD		48.90	5.38
	420D Cat Backhoe 4WD		52.62	5.79
	Backhoe BREAKER		25.94	5.45
	936F Backhoe/Wheel Loader		93.96	10.34
	936F Loader Grinder Attachment		183.96	
	Mini Excavator		30.96	3.41
	2000 Gallon Water Truck (gvw 26,000)		33.46	4.35
	18 Wheeler w/ End dump (5 axle)		90.57	13.59
	6 Wheel Dump Truck Bare (2 axle)		56.33	8.45
	2 Ton Fitting Truck (gvw 20,000)		33.46	4.35
	Pick-up Truck		21.78	2.83
	22' stake bed truck (gvw45)		36.04	4.69
	cut off saw		7.65	0.99
	barricade with flasher (all types)	Daily	0.44	0.32
	barricade without flasher (all types)	Daily	0.23	0.17
	28" Cones w/ reflec(per 100)	Daily	20.88	
	Flag/stand with signs	Daily	2.48	
	broom/ sweeper		46.62	6.06
	Ramax P-33-24		19.68	3.15
	Tack pot (175 gal)		7.34	0.88
	Light Tower (7.5-15kw)		15.07	1.66
	Light Tower (4 lights)		8.32	0.92
	Krail (20ft)	Daily	0.43	0.23

**AGREEMENT NO. \_\_\_\_\_**  
**PUBLIC WORKS CONTRACT SERVICES AGREEMENT**

**ON-CALL EMERGENCY WATER AND SEWER MAIN REPAIR**

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this 22<sup>nd</sup> day of APRIL, 2014 by and between the City of Pico Rivera, a municipal corporation, (herein "City") and MNR Construction, Inc., (herein "Contractor"). The parties hereto agree as follows:

**RECITALS**

A. City requires On-Call Emergency Water and Sewer Main Repair Services. Contractor has represented to the 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:

**I. 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 "Scope of Services" 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:

- a. This Agreement entitled above as, "On-Call Emergency Water and Sewer Main Repair";
- b. Special Provisions;
- c. Quotation;
- d. Bond for Faithful Performance;
- e. Bond for Labor and Material;
- f. Notice of Award;
- g. Notice to Proceed;
- h. Escrow Agreement;
- i. Schedule of Non-Working Fridays;
- j. Waste Management Plan;

- k. Supplemental Information Form;
- l. Tax Identification Number Form;
- m. Guarantee;
- n. Any Change Orders approved by the City;
- o. And any and all schedules and attachments 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 Specifications
- 4. Greenbook

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 (as identified in Section 5.2) 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 Commissioners. 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 local, 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: State Contractor's License, Class A.

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 Two Hundred Thousand Dollars (\$200,000), (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 3.2 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 Commissioners, 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 **Time of Completion** - The Contractor shall complete all work in every detail within an agreed upon time after the date in the Notice to Proceed.

4.3 **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 "Schedule of Performance" attached hereto as Exhibit "A," if any, 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.

4.4 **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.

4.5 **Term** - Unless earlier terminated in accordance with Section 8.8 or 8.9 of this Agreement or extended by the City, this Agreement shall commence on July 1, 2014 and shall continue until June 30, 2016.

## 5. COORDINATION OF WORK

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

Robert Vasilj, President  
MNR Construction Inc.

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 Executive Director or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have

authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

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

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

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

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

**5.6 Identity of Persons Performing Work** - Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct

supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

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

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

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

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

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

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

## 6. INSURANCE, INDEMNIFICATION AND BONDS

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

Coverage (Check if applicable)		Minimum Limits
(X)	Comprehensive General Liability Insurance (including premises and operations)	\$1,000,000 per occurrence combined single limit
( X )	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 shall apply in excess of, and not combined with, insurance provided by this policy.

The City, 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, experts costs, experts fees, 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 written notice to Contractor of any third party claims in accordance with 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 100% 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 Commissioners 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, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

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** – 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 (\$1,000.00) 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 A). In addition, liquidated damages may be assessed, in the City's sole discretion, in the amount of one thousand dollars (\$1,000.00) for failure to comply with the emergency call out requirements described in the Scope of Services (Exhibit A). The City may withhold any accrued liquidated damages from any moneys payable on account of services performed by the Contractor.

**8.8 Termination for Default of Contractor** - If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, then on the termination date identified in the written notice of termination issued by City to the Contractor, 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. Contractor shall be entitled to compensation only for work completed to City's satisfaction, as determined solely by City.

**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. On the termination date identified in 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, as determined solely by the City as completed to the City's satisfaction, up to and including the termination date indicated on 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. 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, including expert fees and expert costs, 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: City Engineer

To Contractor: MNR Construction, Inc.

5103 Bleecker Street  
Baldwin Park, CA 91706  
Attn: Robert Vasilj, 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 boundaries of City's service area 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.

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

ATTEST:

CITY OF PICO RIVERA,  
a municipal corporation

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

By: \_\_\_\_\_  
Brent A. Tercero, Mayor

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

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

APPROVED AS TO FORM:

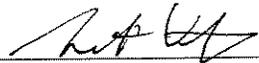
\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

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

CONTRACTOR: MNR Construction Inc.

By: ROBERT VASILJ  
(Print)

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

Signature: 

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

Dated: APRIL 22, 2014

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

Title: PRESIDENT

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

Address: 5103 BLEECKER STREET  
BALDWIN PARK, CA 91706

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

\_\_\_\_\_

\_\_\_\_\_

<b>BID</b> <b>ON-CALL SERVICES FOR EMERGENCY WATER AND SEWER REPAIR</b>			
<b>Bid Items</b>			
Item No.	Description	Unit	Unit Rate
1	Replace existing 6" VCP sewer main - 1 to 300 feet (5-10 ft. deep)	LF	\$ 140. <sup>00</sup>
	Replace existing 8" VCP sewer main - 1 to 300 feet (5-10 ft. deep)	LF	\$ 145. <sup>00</sup>
2	Replace sewer manhole (48-inch Dia) 5-feet Deep	Each	\$ 6,000. <sup>00</sup>
	Replace sewer manhole (48-inch Dia) 8-feet Deep	Each	\$ 6,200. <sup>00</sup>
	Replace sewer manhole (48-inch Dia) 10-feet Deep	Each	\$ 6,600. <sup>00</sup>
3	Furnish and Install 6" DI pipeline - 1 to 300 feet	LF	\$ 100. <sup>00</sup>
	Furnish and Install 8" DI pipeline - 1 to 300 feet	LF	\$ 100. <sup>00</sup>
4	Furnish and Install 6" Gate Valve Complete	Each	\$ 6,600. <sup>00</sup>
5	Furnish and Install 8" Gate Valve Complete	Each	\$ 7,500. <sup>00</sup>
6	<u>Traffic Control</u> Arrow Board	Each per Day	\$ 28. <sup>00</sup>
	Construction sign	Each per Day	\$ 5. <sup>00</sup>
	Delineator	Each per Day	\$ 0.25 <sup>¢</sup>
7	Move Trailer	Each per Day	\$ 100. <sup>00</sup>
8	Welder 170 Amp	Each per Day	\$ 200. <sup>00</sup>
	Welder 170 AMP Standby	Each per Day	\$ 20. <sup>00</sup>
9	Hand Compactor	Each per Day	\$ 30. <sup>00</sup>
10	Compaction Wheel	Each per Day	\$ 100. <sup>00</sup>
11	3 Ton Roller	Each per Day	\$ 350. <sup>00</sup>
	3 Ton Roller Standby	Each per Day	\$ 50. <sup>00</sup>

**BID**  
**ON-CALL SERVICES FOR EMERGENCY WATER AND SEWER REPAIR**

<b>Bid Items</b>			
Item No.	Description	Unit	Unit Rate
12	Generator Set: (10 kw)	Each per Day	\$ 180. <sup>00</sup>
	Generator Set: (10 kw) Standby	Each per Day	\$ 50. <sup>00</sup>
	Generator Set: (100 kw)	Each per Day	\$ 216. <sup>00</sup>
	Generator Set: (100 kw) Standby	Each per Day	\$ 50. <sup>00</sup>
13	Foreman Truck w/Tools (3/4 ton)	Each per Day	\$ 860. <sup>00</sup>
14	Foreman Truck w/Tools (1 ton)	Each per Day	\$ 900. <sup>00</sup>
15	Dump Truck (10- 12 cubic yard)	Each per Day	\$ 570. <sup>00</sup>
16	Water Truck up to 1800 Gallons	Each per Day	\$ 440. <sup>00</sup>
	Water Truck up to 1800 Gallons Standby	Each per Day	\$ 440. <sup>00</sup>
17	Hot Tap Machine 1"- 2"	Each per Day	\$ 200. <sup>00</sup>
18	Backhoe, John Deere 310 or equivalent	Each per Day	\$ 460. <sup>00</sup>
	Backhoe, John Deere 310 or equivalent Standby	Each per Day	\$ 50. <sup>00</sup>
19	Fork Lift, 7,000 pounds	Each per Day	\$ 450. <sup>00</sup>
	Fork Lift, 7,000 pounds Standby	Each per Day	\$ 60. <sup>00</sup>
20	Compressor 175 CFM	Each per Day	\$ 160. <sup>00</sup>
21	<u>Pumps:</u> 2" Dewatering Pump	Each per Day	\$ 50. <sup>00</sup>
	2" Dewatering Pump Standby	Each per Day	\$ 5. <sup>00</sup>
22	<u>Pumps:</u> 4" Dewatering Pump	Each per Day	\$ 200. <sup>00</sup>
	4" Dewatering Pump Standby	Each per Day	\$ 40. <sup>00</sup>
23	2" Trash Pump	Each per Day	\$ 160. <sup>00</sup>
24	Concrete Saw	Each per Day	\$ 15. <sup>00</sup>
25	Jack Hammer and Points	Each per Day	\$ 80. <sup>00</sup>

**BID**  
**ON-CALL SERVICES FOR EMERGENCY WATER AND SEWER REPAIR**

<b>Bid Items</b>			
Item No.	Description	Unit	Unit Rate
26	Soil Compaction Test	Each	\$ 500. <sup>00</sup>
27	10,000 gal. Water Tank	Each per Day	\$ 560. <sup>00</sup>
28	Shoring Shields (8'x8'x8')	Each per Day	\$ 200. <sup>00</sup>
29	Shoring Jacks	Each per Day	\$ 10. <sup>00</sup>
30	Trench Plates	Each per Day	\$ 10. <sup>00</sup>
31	Gas Detector	Each per Day	\$ 10. <sup>00</sup>
32	Cost of furnishing both Performance and Labor Bonds (As a percentage of Contract Amount)	Percentage	2.0 %
33	<u>Labor Rates:</u>		<del>---</del> <sup>00</sup>
	Two-Man Crew	Hour	\$ 160. <sup>00</sup>
	Three-Man Crew	Hour	\$ 240. <sup>00</sup>
	Four-Man Crew	Hour	\$ 320. <sup>00</sup>
	Each Additional Man	Hour	\$ 80. <sup>00</sup>
	Each Additional Operator	Hour	\$ 90. <sup>00</sup>
	Pipelayer	Hour	\$ 80. <sup>00</sup>
	Welder	Hour	\$ 100. <sup>00</sup>
	Cement Mason	Hour	\$ 80. <sup>00</sup>
	Carpenter	Hour	\$ 85. <sup>00</sup>
	Mechanics	Hour	\$ 85. <sup>00</sup>
	Truck Driver	Hour	\$ 80. <sup>00</sup>
	Foreman	Hour	\$ 90. <sup>00</sup>
	Superintendent	Hour	\$ 95. <sup>00</sup>

**BID**  
**ON-CALL SERVICES FOR EMERGENCY WATER AND SEWER REPAIR**

<b>Bid Items</b>			
Item No.	Description	Unit	Unit Rate
34	Attach your firm's standard rate schedule for labor, materials, and equipment. (See Notes 2 and 3 below)	N/A	N/A

Please specify if a minimum time is billed for each call if requested by the City to report to Work: 4.0 Hours.

**Notes:**

1. **Unit Rates in the Bid shall include mark-ups, overhead, and profit.**
2. **The rates shown on the firm's standard rate schedule shall include mark-ups, overhead, and profit. If in case the standard rate schedule does not include mark-ups, overhead, and profit, append an attachment showing the necessary allowances for mark-ups, overhead, and profit.**
3. **If there is a discrepancy between the Unit Rates in the Bid and the rates shown on the firm's rate schedule for the same Bid item, Unit rates in the Bid shall prevail.**

Terms of Extension

A contract entered with Bidder may be extended for up to two separate, consecutive periods of one year each at the option of the Owner. The maximum percentage rate increase for extension will be as shown below, unless at the time of extension, the Contractor can justify higher rate increases according to the "Construction Cost Index of Engineering News Record" as applicable to the Los Angeles Region and subject to the approval of the Owner:

- Price increase shall not exceed 4% during first extension period.
- Price increase shall not exceed 4% during second extension period.

MNR CONSTRUCTION/JOH EQUIPMENT CAL TRANS RATES FOR 2014-2015

Type	Unit	Year	Make	Model	CAL TRANS RATE	STANDBY RATE	M-SHIFT RATE	DELAY FACTOR	OVERTIME FACTOR	CAL TRANS CLASS	CAL TRANS CODE	
Air Compressor	AC-2	2005	Atlas		\$21.33	\$2.56	\$19.20	0.12	0.9	TRAF A	TM	
	AC-3	1996	Smith	185DP	\$21.33	\$2.56	\$19.20	0.12	0.9			
	AC-4	1998	Ingersoll-Rand	P100WJD	\$19.92	\$2.39	\$17.93	0.12	0.9			
Arrowboard	AB-1	2001	Allmand	Eclipse	\$3.39	\$1.15	\$2.37	0.34	0.7	AIRCP	016-025	
	AB-2	2001			\$3.39	\$1.15	\$2.37	0.34	0.7			
	AB-3	2001			\$3.39	\$1.15	\$2.37	0.34	0.7			
	AB-4	N/A			\$3.39	\$1.15	\$2.37	0.34	0.7			
	AB-5				National Signal	\$3.39	\$1.15	\$2.37	0.34			0.7
Asphalt Grinder	AB-6	2002	WANCO	WTSP55LSAC	\$3.39	\$1.15	\$2.37	0.34	0.7			
	AB-7	2006		WTSP	\$3.39	\$1.15	\$2.37	0.34	0.7			
	AB-8	2006		WTSP	\$3.39	\$1.15	\$2.37	0.34	0.7			
	AB-9	2007		WTSP	\$3.39	\$1.15	\$2.37	0.34	0.7			
Backhoe	AG-2	2005	Asphalt Zipper	AZ480HD		\$0.00	\$0.00			LDRRT		
	BH-1	2006	John Deere	410G	\$60.73	\$6.68	\$54.66	0.11	0.9			2509J
	BH-2	2006	John Deere	410G	\$60.73	\$6.68	\$54.66	0.11	0.9			2509J
	BH-3	2006	Caterpillar	446B	\$71.86	\$7.90	\$64.67	0.11	0.9			1868B
	BH-4	2005	John Deere	710G	\$85.55	\$9.41	\$77.00	0.11	0.9			2722D
	BH-5	2006	John Deere	410G	\$60.73	\$6.68	\$54.66	0.11	0.9			2509J
	BH-7	2006	Caterpillar	446D	\$74.04	\$8.14	\$66.64	0.11	0.9			1868D
	BH-8	2007	John Deere	410J		\$0.00	\$0.00	0.11	0.9			

MINI CONSTRUCTION / LIGHT EQUIPMENT CAL TRANS RATES FOR 2014-2015

Type	Unit	Year	Make	Model	CAL TRANS RATE	STANDBY RATE	M-SHIFT RATE	DELAY FACTOR	OVERTIME FACTOR	CAL TRANS CLASS	CAL TRANS CODE
Broom Attachment	BR-1	2006	John Deere	20072M-0022	\$32.28	\$4.20	\$28.41	0.13	0.88	BRMSW	MTTD-ALL
	BR-2	2010	Bobcat	72" Sweeper	\$32.28	\$4.20	\$28.41	0.13	0.88		
	BR-3	2005	Blue Diamond	N/A	\$32.28	\$4.20	\$28.41	0.13	0.88		
	BR-4	N/A	Sweepster	22072MM-0022	\$32.28	\$4.20	\$28.41	0.13	0.88		
	BR-5	2012	Sweepster	20572M-0022	\$32.28	\$4.20	\$28.41	0.13	0.88		
Chipping Hammer	CH-1		Atlas Copco	TEX317D							
14" Cut Off Saw	CS-1	2004	MultiQuip	HS62	\$3.35	\$0.44	\$2.91	0.13	0.87	SAWCO	0-10
	CS-2	N/A		TS420	\$3.35	\$0.44	\$2.91	0.13	0.87	SAWCO	0-10
12" Cut Off Saw	CS-3	2011	STIHL	TS420	\$3.35	\$0.44	\$2.91	0.13	0.87	SAWCO	0-10
	CS-4	2011		TS420	\$3.35	\$0.44	\$2.91	0.13	0.87		
	CS-5	N/A		TS420	\$3.35	\$0.44	\$2.91	0.13	0.87		
	CS-6	N/A		TS420	\$3.35	\$0.44	\$2.91	0.13	0.87		
	CS-7			TS400	\$3.35	\$0.44	\$2.91	0.13	0.87		
14" Cut Off Saw	CS-8	N/A	STIHL	TS420	\$3.35	\$0.44	\$2.91	0.13	0.87	SAWCO	0-10
Concrete Bin	CB-1			5.25Yd	\$0.00	\$0.00	\$0.00			N/A	
Concrete Mixer	CM-1				\$0.00	\$0.00	\$0.00				
Drum Roller	DR-1	2000	Ingersoll-Rand	DD22	\$43.35	\$0.00	\$0.00			ROVIB	3565
	DR-2	2005	Sakai	HS665T		\$0.00	\$0.00				900
	DR-5		Dynapac	CA121	\$49.43	\$0.00	\$0.00				2409A
	DR-6	2004	Ingersoll-Rand	DD-14S	\$43.35	\$0.00	\$0.00				3565
	DR-8	2000	Wacker	RD25	\$36.14	\$0.00	\$0.00				7855
						\$0.00	\$0.00				

MNP CONSTRUCTION/HIGH EQUIPMENT CAL TRANS RATES FOR 2014-2015

Type	Unit	Year	Make	Model	CAL TRANS RATE	STANDBY RATE	M-SHIFT RATE	DELAY FACTOR	OVERTIME FACTOR	CAL TRANS CLASS	CAL TRANS CODE
Dump Truck	DV-1	1994	Peterbilt	379	\$72.07	\$10.81	\$61.98	0.15	0.86		3AXL
	DV-2	2006	International	7500SBA	\$72.07	\$10.81	\$61.98	0.15	0.86		3AXL
	DV-3	1991	Kenworth	10 Wheeler	\$72.07	\$10.81	\$61.98	0.15	0.86	TRUON	3AXL
	DV-4	2006	Sterling	Super 10	\$80.06	\$12.01	\$68.85	0.15	0.86		4AXL
	DV-5	1998	Peterbilt	Super 10	\$80.06	\$12.01	\$68.85	0.15	0.86		4AXL
	DV-6	2006	MACK	XN613	\$80.06	\$12.01	\$68.85	0.15	0.86		4AXL
Truck Tractor	EX-1	2005	Kobelco	SK210LC	\$0.00	\$0.00	\$0.00	0.16	0.85	HCECL	
	EX-2	2002	Komatsu	PC400LC-6	\$214.75	\$34.36	\$182.54	0.16	0.85		
	EX-3	2004	Kobelco	SK135SR	\$0.00	\$0.00	\$0.00	0.16	0.85		
	EX-4	2004	John Deere	450C LC	\$203.09	\$32.49	\$172.63	0.16	0.85		
Forklift	FL-1	2005	Clark	C500Y	\$67.11	\$12.75	\$55.03	0.19	0.82	FKLFT	120-160
	FL-2	2010	Versatech			\$0.00	\$0.00	0.19	0.82	FKLFT	160-200
	FL-3		Drexel	SLT30	\$78.47	\$14.91	\$64.35	0.19	0.82	FKLFT	160-200
Generator Set	GN-1	2004	Honda	3000 Watt	\$4.30	\$0.47	\$3.87	0.11	0.9		
	GN-2	N/A	Multiquip		\$4.30	\$0.47	\$3.87	0.11	0.9		003-008
	GN-3	2006	Coleman	5000 Watt	\$4.30	\$0.47	\$3.87	0.11	0.9		
	GN-4	N/A	Troy Bilt	1919	\$4.30	\$0.47	\$3.87	0.11	0.9	ELGEN	
	GN-5	N/A	Honda	EU1000	\$9.61	\$1.06	\$8.65	0.11	0.9		008-015
	GN-6	N/A	Multiquip	DCA70SSIU2	\$27.53	\$3.03	\$24.78	0.11	0.9		050-100
	GN-7	N/A	Multiquip	DCA455IU3	\$27.53	\$3.03	\$24.78	0.11	0.9		
Hydro Hammer	HH-1	1996	Arrow	1350	\$51.68	\$10.85	\$41.86	0.21	0.81	HAMMR	390
	HH-3	2002		1350	\$51.68	\$10.85	\$41.86	0.21	0.81		390

MNR CONSTRUCTION/EQUIPMENT CAL TRANS RATES FOR 01/1/2011

Type	Unit	Year	Make	Model	CAL TRANS RATE	STANDBY RATE	M-SHIFT RATE	DELAY FACTOR	OVERTIME FACTOR	CAL TRANS CLASS	CAL TRANS CODE
Jumping Jack Compactor	JJ-1	2003	Wacker	BS600	\$1.37	\$0.23	\$1.16	0.17	0.85	COMHG	0-250
	JJ-2	2006		DS70	\$4.24	\$0.72	\$3.60	0.17	0.85		
	JJ-3	2006		DS70	\$4.24	\$0.72	\$3.60	0.17	0.85		
	JJ-4	2005		DS70	\$4.24	\$0.72	\$3.60	0.17	0.85		
	JJ-5	2006		DS70	\$4.24	\$0.72	\$3.60	0.17	0.85		
	JJ-6			DS70	\$4.24	\$0.72	\$3.60	0.17	0.85		
	JJ-7			DS70	\$4.24	\$0.72	\$3.60	0.17	0.85		
	JJ-8			DS70	\$4.24	\$0.72	\$3.60	0.17	0.85		
Light Tower	LT-1	2005	MAGNUM		\$8.32	\$0.92	\$7.49	0.11	0.9	ELGEN	4 LIGHT
Message Board	MB-1	2011	National Signal	Sunray 480	\$9.29	\$3.16	\$6.50	0.34	0.70	TRAFRA	SOL1
	MB-2	2011			\$9.29	\$3.16	\$6.50	0.34	0.70		
Utility Truck	PU-1	2006	Chevrolet	Kodiak 4500	\$36.04	\$4.69	\$31.72	0.13	0.88	TRUCK	20-28
Pick-up	PU-2	2007	Chevrolet	Silverado	\$27.33	\$3.55	\$24.05	0.13	0.88		6-12
Stake Bed	PU-3	2006	Chevrolet	Kodiak 4500	\$36.04	\$4.69	\$31.72	0.13	0.88		20-28
Pick-Up	PU-4	2008	Chevrolet	HD2500	\$27.33	\$3.55	\$24.05	0.13	0.88		6-12
Utility Truck	PU-5	2013	Ford	F-450	\$27.33	\$3.55	\$24.05	0.13	0.88		6-12
Utility Truck	PU-6	2006	Ford	F550	\$36.04	\$4.69	\$31.72	0.13	0.88		20-28
Pick-Up	PU-7	2001	Chevrolet	C2500	\$27.33	\$3.55	\$24.05	0.13	0.88		6-12
Pick-up	PU-8	2007	Chevrolet	Silverado 2500	\$27.33	\$3.55	\$24.05	0.13	0.88		6-12
Utility Truck	PU-9	2006	Chevrolet	Kodiak 4500	\$36.04	\$4.69	\$31.72	0.13	0.88		20-28
Pick-up	PU-10	2010	Ford	F-250	\$27.33	\$3.55	\$24.05	0.13	0.88		6-12
Utility Truck	PU-11	2005	Ford	F-550	\$36.04	\$4.69	\$31.72	0.13	0.88		20-28

MNR CONSTRUCTION/IGT EQUIPMENT CAL TRANS RATES FOR 2014-2015

Type	Unit	Year	Make	Model	CAL TRANS RATE	STANDBY RATE	M-SHIFT RATE	DELAY FACTOR	OVERTIME FACTOR	CAL TRANS CLASS	CAL TRANS CODE
Pick-up	PU-12	2007	Ford	F-150	\$27.33	\$3.55	\$24.05	0.13	0.88		6-12
Pick-up	PU-14	2005	Chevrolet	3500	\$27.33	\$3.55	\$24.05	0.13	0.88		6-12
Pick-up	PU-15	2000	Chevrolet	1500	\$21.78	\$2.83	\$19.17	0.13	0.88		00-06
Pick-up	PU-16	2013	Chevrolet	Silverado LT	\$27.33	\$3.55	\$24.05	0.13	0.88		6-12
Plate Compactor	PC-1	2003	Honda	Mustang		\$0.00	\$0.00	0.13	0.88		
Rivet Buster	RB-1	2007			\$0.90	\$0.54	\$0.38	0.60	0.42	AIRTO	30-40
	RB-2	2007			\$0.90	\$0.54	\$0.38	0.60	0.42	AIRTO	30-40
	RB-3	2007	APT	M133	\$0.90	\$0.54	\$0.38	0.60	0.42	AIRTO	30-40
Skid Loader	SL-1	2008	John Deere	325	\$29.13	\$2.91	\$26.22	0.10	0.90	TRACS	>50.A
	SL-2	2007	Caterpillar	252B2	\$29.13	\$2.91	\$26.22	0.10	0.90	TRACS	>50.A
	SL-3	2008	Caterpillar	262C	\$29.13	\$2.91	\$26.22	0.10	0.90	TRACS	>50.A
2 inch Sub Pumps	SP-1	----	Bernes	-----	\$5.72	\$1.94	\$3.95	0.34	0.69	PUMWA	010-020
	SP-2				\$5.75	\$1.96	\$3.97	0.34	0.69	PUMWA	010-020
Vacuum Street Sweeper	SS-1	1996	Mobile Athey	M9D	\$141.37	\$18.38	\$124.41	0.13	0.88	BRMSW	3-6
Portable Tac Pot	TAC-1			L150T	\$7.34	\$0.88	\$6.53	0.12	0.89	BITDT	0-300
	TAC-2	2000	LeeBoy	L150T	\$7.34	\$0.88	\$6.53	0.12	0.89	BITDT	0-301
	TAC-3			L150T	\$7.34	\$0.88	\$6.53	0.12	0.89	BITDT	0-302
3 inch Trush Pump	TP-1				\$6.39	\$2.17	\$4.41	0.34	0.69	PUMWA	020-030
	TP-2				\$6.39	\$2.17	\$4.41	0.34	0.69	PUMWA	020-031
	TP-3				\$6.39	\$2.17	\$4.41	0.34	0.69	PUMWA	020-032
	TP-4			Multiquip	QP3TH	\$6.39	\$2.17	\$4.41	0.34	0.69	PUMWA

MNR CONSTRUCTION/HIGH EQUIPMENT/CAL TRANS RATES FOR 2011-2015

Type	Unit	Year	Make	Model	CAL TRANS RATE	STANDBY RATE	M-SHIP RATE	DELAY FACTOR	OVERTIME FACTOR	CAL TRANS CLASS	CAL TRANS CODE
4inch Trash Pump	TP-5				\$6.39	\$2.17	\$4.41	0.34	0.69	PUMWA	020-034
	TP-7				\$6.39	\$2.17	\$4.41	0.34	0.69	PUMWA	020-035
	TP-11		WACKER	PTS4V	\$6.39	\$2.17	\$4.41	0.34	0.69	PUMWA	020-036
	TP-12			PTS4V	\$6.39	\$2.17	\$4.41	0.34	0.69	PUMWA	020-037
Trailer	TT-1	2006	Trail King	TK40LP	\$13.70	\$5.62	\$8.77	0.41	0.64	TRAIL	100
	TT-2	2006	Millerbulit	UT6XL2T	\$0.79	\$0.32	\$0.51	0.41	0.64	TRAIT	02-04
	TT-3	2005	Millerbulit	RW	\$0.79	\$0.32	\$0.51	0.41	0.64	TRAIT	02-04
	TT-4	1999	BUTLER	6X17	\$0.79	\$0.32	\$0.51	0.41	0.64	TRAIT	02-04
	TT-5	1990	Custom	3TSE	\$13.70	\$5.62	\$8.77	0.41	0.64	TRAIL	100
	TT-6	2004	Trail King	TK40LP	\$13.70	\$5.62	\$8.77	0.41	0.64	TRAIL	100
	TT-7	2007	TRAIL-EZE	TE70HT48	\$13.70	\$5.62	\$8.77	0.41	0.64	TRAIL	100
Walk Behind Compactor	WC-1			MVC90L	\$4.24	\$0.72	\$3.60	0.17	0.85	COMHG	250
	WC-2			MVC90L	\$4.24	\$0.72	\$3.60	0.17	0.85	COMHG	250
	WC-3			MVC90L	\$4.24	\$0.72	\$3.60	0.17	0.85	COMHG	250
Water Truck	WT-1	1989	Ford	L8000	\$57.54	\$7.48	\$50.64	0.13	0.88	TRUCK&ATTACH	36-48&TP
	WT-2	2005	Ford	F750	\$57.54	\$7.48	\$50.64	0.13	0.88	TRUCK&ATTACH	36-48&TP
	WT-3	2000	Ford	F650	\$57.54	\$7.48	\$50.64	0.13	0.88	TRUCK&ATTACH	36-48&TP
	WT-4	2000	Ford	F650	\$57.54	\$7.48	\$50.64	0.13	0.88	TRUCK&ATTACH	36-48&TP
Wheel Loader	WL-1	2006	John Deere	544J	\$83.07	\$9.14	\$74.76	0.11	0.9	LDRRT	2672
	WL-2	2002	John Deere	544H	\$84.44	\$9.29	\$76.00	0.11	0.9	LDRRT	2700
	WL-3	2006	Komatsu	WA250-5L	\$98.02	\$10.78	\$88.22	0.11	0.9	LDRRT	4537
	WL-4	2006	Case	721D	\$91.17	\$10.03	\$82.05	0.11	0.9	LDRRT	1752

a	b	c	d	e	f	g	h	i
Craft	Employee Name	Base Wage	Fringe Benefits of Health & Welfare, Pension, Training & Vacation Benefits	Payroll Taxes (9% of Base Wage)	Workers Compensation & General Liability Insurance (17% of Base Wage)	Total for Straight Time (A:D)	Work over 8 hours Saturday	Work on Sunday, Holidays
Foreman LEVEL I	Robert Vasilj	90.00	22.71	8.10	15.30	\$136.11	192.81	249.51
Operator Engineer Group VIII LEVEL II	Kreso Grbavac	72.00	22.71	6.48	12.24	\$113.43	158.79	204.15
General Foreman	Steve Brkic	65.00		5.85	11.05	\$81.90	122.85	163.80
Operator Engineer Group VIII LEVEL I	Nicholas Gregorovic	65.00	22.71	5.85	11.05	\$104.61	145.56	186.51
Operator Engineer	Steve Simich	41.09	22.71	3.70	6.99	\$74.48	100.37	126.26
Pipelayer Group 4 LEVEL II	Martin E. Medina	37.50	18.19	3.38	6.38	\$65.44	89.07	112.69
Laborer Foreman	Lazaro Guerrero	37.00	18.19	3.33	6.29	\$64.81	88.12	111.43
Laborer Foreman	Robert Cullina	35.00	18.19	3.15	5.95	\$62.29	84.34	106.39
Pipelayer Group 4 LEVEL I	Luis Camacho	35.00	18.19	3.15	5.95	\$62.29	84.34	106.39
Pipelayer Group 4 LEVEL I	Haldo Ordorica	33.64	18.19	3.03	5.72	\$60.58	81.77	102.96
Pipelayer Group 4 LEVEL I	Martin Medina Jr.							
Pipelayer Group 4 LEVEL I	Juan Chavez	31.64	18.19	2.85	5.38	\$113.47	77.99	97.92
Pipelayer Group 4 LEVEL I	Rafael Lopez							
Pipelayer Group 4 LEVEL I	Leo Hernandez							
Group II Laborer	Marco Delgado	29.54	18.19	2.66	5.02	\$55.41	74.02	92.63
Laborer Group 1 LEVEL II	Slobodan Vickovic	35.00	18.19	3.15	5.95	\$62.29	84.34	106.39
Laborer Group 1 LEVEL I	Pedro Barcnas	28.99	18.19	2.61	4.93	\$54.72	72.98	91.24
Laborer Group 2 TRUCK DRIVER	Roberto Esparza							
Laborer Group 1 LEVEL I	Jason Castaneda	28.99	18.19	2.61	4.93	\$54.72	72.98	91.24
Laborer Group 1 LEVEL I	Abraham Guerrero							
Laborer Group 1 LEVEL I	Joel Munoz							
Laborer Apprentice	Carlos Vasquez	22.39	10.10	2.02	3.81	\$38.31	52.42	66.52
Laborer Apprentice	Mark Medina	22.39	10.10	2.02	3.81	\$38.31	52.42	66.52
Laborer Apprentice								
Laborer Apprentice	Jose Zuniga	16.00	10.10	1.44	2.72	\$30.26	40.34	50.42
Laborer Apprentice	Israel Zuniga							
Laborer Apprentice	Osbaldo Ordorica							



**To:** Mayor and City Council  
**From:** City Manager  
**Meeting Date:** May 13, 2014  
**Subject:** EQUIPMENT PURCHASE – LANE STRIPER FOR PUBLIC WORKS DEPARTMENT, STREETS DIVISION

**Recommendation:**

Approve the purchase of a Graco RoadLazer Lane Striper, with paint gun kit and trailer, in the amount of \$43,895 from Statewide Traffic Safety & Signs.

**Fiscal Impact:** \$43,895 (Equipment Replacement Fund)

**Discussion:**

The City maintains lane striping of City streets, and various public parking lots. The current lane striping equipment is aged and requires the equipment to travel very slowly to maintain evenly applied traffic skip lines on main thoroughfares and parking lot lines. The Graco RoadLazer Lane Striper, with paint gun kit and trailer, will produce higher quality lines with only one vehicle. Staff requested bids for the new equipment and advertised for bids in the Whittier Daily News, and two bids were received.

The following is the bid summary:

<u>Contractor</u>	<u>Total Bid</u>
1. Statewide Traffic Safety & Signs	\$ 43,895
2. Dispensing Technology	\$ 52,620

Statewide Traffic Safety & Signs has the capability, capacity, and experience to deliver these, and similar, products with more than 20 years in business and also successfully servicing other cities such as Culver City, Carson, and Beverly Hills.

COUNCIL AGENDA REPORT – MTG. OF 5/13/14  
EQUIPMENT PURCHASE – LANE STRIPER FOR PUBLIC WORKS DEPARTMENT,  
STREETS DIVISION

Page 2 of 2

If approved by the City Council, Statewide Traffic Safety & Signs will be able to deliver the equipment within two (2) months.

The proposed equipment purchase is fully funded in the FY 13-14 Operating Budget under the Streets Division, Equipment Replacement Account 010-4200-47300.



Ronald Bates

RRB:RG:GI:lg

Enc.

- 1) Bid Comparison
- 2) Statewide Traffic Safety & Signs Bid

# BID COMPARISON

Solicitation Number: 2013-005 Roadlazer Lane Striper with Accessories  
 Date: 3/18/15

Item No.	UOM	Quantity	Description	Dispensing Technology		Statewide Traffic Safety & Signs	
				Each	Ext Cost	Each	Ext Cost
1	EA	1	#24G691 Graco Roadlazer roadpak system (option B) 2 pump system	\$35,541.18	\$35,541.18	\$29,065.00	\$29,065.00
2	EA	1	#24G772 Graco Roadpak 3rd Gun Unit	\$2,289.41	\$2,289.41	\$1,925.00	\$1,925.00
3	EA	1	#24G772 Graco Roadlazer Roadpak Trailer Kit, includes trailer and dual hitch receivers and mounting parts	\$10,005.88	\$10,005.88	\$8,415.00	\$8,415.00
				<b>Subtotal</b>	<b>\$47,836.47</b>		<b>\$39,405.00</b>
				<b>Tax (10%)</b>	<b>\$4,783.65</b>		<b>\$3,940.50</b>
				<b>Installation and Training</b>	<b>\$0.00</b>		<b>\$550.00</b>
				<b>Total Bid Amount</b>	<b>\$52,620.12</b>		<b>\$43,895.50</b>



**RFB 2013-005 2013-005  
ROADLAZER LANE STRIPER & ACCESSORIES**

**ATTACHMENT 1  
BID FORM**

**RFB 2013-005 ROADLAZER LANE STRIPER W/ ACCESSORIES**

Name of Company: STATEWIDE TRAFFIC SAFETY & SIGNS

Type of Company: TRAFFIC CALMING/MANAGEMENT

Company Address: 13201 GARDEN GROVE BLVD  
GARDEN GROVE, CA 92843

Company Phone: 714-408-1919 Fax: 888-507-8549

Number of years the company has been in business: 29

Quote is for:  Product as Specified  Product Equal

Item #	Qty.	Description	Unit Price	Extended Price
1	1	# 24G691 GRACO ROADLAZER ROADPAK SYSTEM (OPTON B) - (2) PUMP SYSTEM	\$ 29,065.00	\$ 29,065.00
2	1	#24G772 GRACO ROADPAK 3 <sup>RD</sup> GUN UNIT	\$ 1925.00	\$ 1925.00
3	1	#24M200 GRACO ROADLAZER ROADPAK TRAILER KIT- INCLUDES TRAILER AND DUAL HITCH RECEIVERS & MOUNTING PARTS	\$ 8415.00	\$ 8415.00
4	1	INSTALLATION AND TRAINING	\$ 550.00	\$ 550.00
5	1	TAX 10.00%	\$ 3940.50	\$ 3940.50
6	1	FREIGHT	\$ 0	\$ 0
<b>Total Bid Amount</b>				<b>\$ 43,345.50</b>

Pursuant to the Notice Inviting Sealed Bids, the undersigned declares that he/she has carefully examined specifications for RFB 2014-003 Printing Services. I, the undersigned, hereby certify that this Bid and the amount offered in this Bid Form are true and accurate to the best of my knowledge in accordance with the requirements of California Business and Professions Code Section 7028.15. The undersigned agrees that the bid amounts offered herein shall remain in effect throughout the full term of the resulting agreement, including any and all agreement extensions the City chooses to exercise. In submitting this Bid Form, Bidder agrees to comply with the terms and conditions illustrated in this RFB.



RFB 2013-005 2013-005  
ROADLAZER LANE STRIPER & ACCESSORIES

Signature:

A handwritten signature in black ink, appearing to be 'E. Angeles', written over a horizontal line.

Date:

03/05/14

Printed Name and Title:

Edgar Angeles / Inside Sales

E-Mail:

EANGELES@STSSI.COM