



Tuesday, July 22, 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. 6772
Next Ordinance No. 1088
Next Agreement No. 14-1527

COMMISSIONERS SCHEDULED TO BE PRESENT:

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

INVOCATION:

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATIONS:

- Proclamation Recognizing National Night Out

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

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

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

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

CONSENT CALENDAR ITEMS:

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

1. Minutes:

- City Council regular meeting of July 8, 2014

Recommendation: Approve

2. 2nd Warrant Register of the 2014-2015 Fiscal Year.

(700)

Check Numbers: 262580-262813

Special Checks Numbers: None

Recommendation: Approve

3. Establishment of Residential and Commercial Refuse Collection Rates.

(500)

Recommendation:

1. Adopt a resolution establishing refuse collection rates effective July 1, 2014 and allowing for annual adjustment based on the formula outlined in Agreement No. 12-1290.

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, SETTING RESIDENTIAL AND COMMERCIAL REFUSE RATES EFFECTIVE JULY 1, 2014

4. **Adopt a Resolution Approving Recertification of Sewer System Management Plan (SSMP), as Required by the State of California Water Resources Control Board.** (500)

Recommendation:

1. Adopt a resolution approving Recertification of the Sewer System Management Plan ("SSMP"), as required by the State of California Water Resources Control Board; and
2. Receive and file updated Sewer System Management Plan of July 2014.

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, RECERTIFYING A SEWER SYSTEM MANAGEMENT PLAN AND MAKING FINDINGS THEREON

5. **Traffic Signal Safety Improvements Citywide, CIP No. 21242 – Award Professional Services Agreement for Construction Management Services.** (500)

Recommendation:

1. Award a construction contract in the amount of \$1,876,176 to PTM General Engineering Services, Inc., for the Traffic Signal Safety Improvements Citywide, CIP No. 21242, and authorize the Mayor to execute the contract in a form approved by the City Attorney; and
2. Appropriate \$575,000 in Proc C funds to CIP No. 210-7300-44500-00021242.

Agreement No. _____

6. **Traffic Signal Safety Improvements Citywide, CIP No. 21242 - Award Professional Services Agreement for Construction Management Services.** (500)

Recommendation:

1. Award a Professional Services Agreement to Vali Cooper & Associates, Inc. to provide Construction Management Services for the Traffic Signal Safety Improvements Citywide, CIP No. 21242, for an amount not to exceed \$94,980 and authorize the Mayor to execute the Agreement in a form approved by the City Attorney.

7. **Human Resources Senior Manager.** (200)

Recommendation:

1. Approve upgrading the Human Resources Manager position to Human Resources Senior Manager position.

8. Contract for Accounting Service. (500)

Recommendation:

1. Authorize the City Manager to amend Agreement No. 14-1464 in an amount "not to exceed" \$90,000.

Agreement No. _____

9. Passons Boulevard and Durfee Avenue Corridor Improvements, CIP No. 21260 – Authorization to Advertise for Construction. (500)

Recommendation:

1. Approve Plans, Specifications and Estimate (PS&E) for the Passons Boulevard and Durfee Avenue Corridor Improvements, CIP No. 21260, State ID No. 5351 (026);
2. Authorize the City Clerk to publish the Notice Inviting Bids, and
3. Approve the Notice of Exemption for the subject project and authorize the City Clerk to file with the County Recorder.

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

LEGISLATION: None.

MAYOR/COUNCILMEMBER REPORTS ON INTERGOVERNMENTAL AGENCY MEETINGS:

NEW BUSINESS:

OLD BUSINESS:

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

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

CLOSED SESSION:

a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9 subdivision (a)

City of Pico Rivera v. California New Hope Association, dba Pico Rivera Private Reserve, et al.

Case No. VC063975

California New Hope Association, dba Pico Rivera Private Reserve, et al, v. City of Pico Rivera

Case No. VS025933

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 17th day of July 2014.

Dated this 17th, day of July 2014

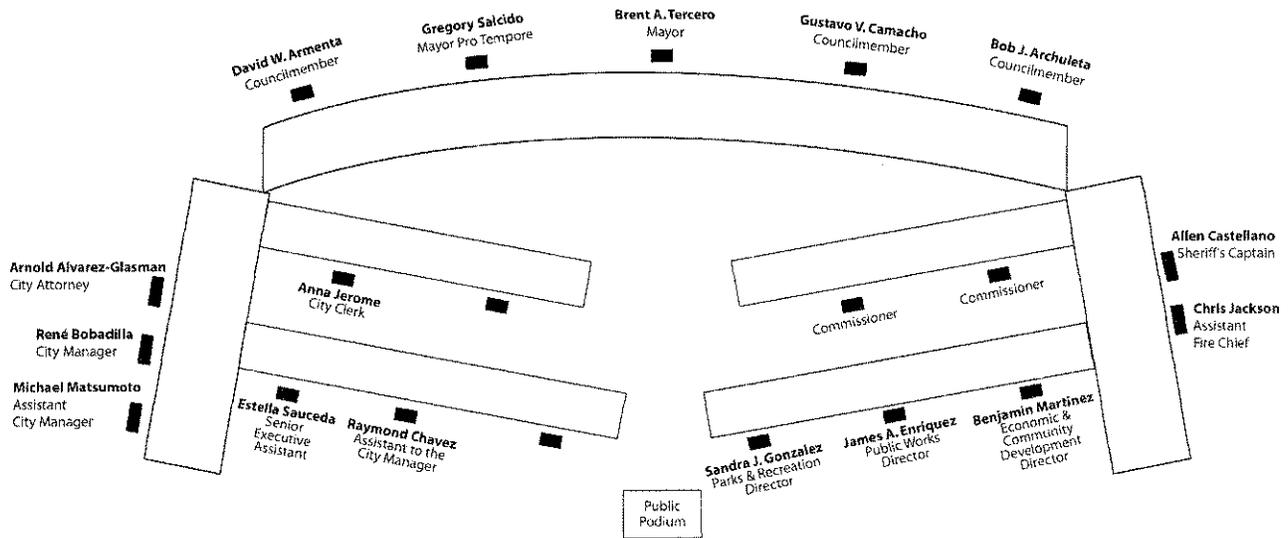


Anna M. Jerome, CMC
City Clerk

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.

Council Meeting Seating Chart



STATEMENT REGARDING DECORUM AT CITY COUNCIL MEETINGS

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

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

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



Tuesday, July 8, 2014

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

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

PRESENT: Archuleta, Armenta, Camacho, Salcido, Tercero

ABSENT: None

COMMISSIONERS PRESENT:

Fred Zemen, Planning Commission

Carlos Cruz, Parks & Recreation Commission

INVOCATION: Councilmember Archuleta

PLEDGE OF ALLEGIANCE: Parks & Recreation Commissioner Cruz

SPECIAL PRESENTATIONS:

- CAFR Certificate of Award – Presentation (receive & file)

1ST PERIOD OF PUBLIC COMMENT – AGENDA ITEMS ONLY: None.

CONSENT CALENDAR:

1. Minutes:

- Approved City Council regular meeting of June 24, 2014
- Received and filed Planning Commission meeting of June 2, 2014

2. Approved 1st Warrant Register of the 2014-2015 Fiscal Year.

(700)

Check Numbers: 262420-262579

Special Checks Numbers: None

3. Approval of City Purchase Orders Above \$30,000 for Fiscal Year 2014-2015.(700)

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

4. Contract for Human Resources Assistance. (500)

1. Authorized the City Manager to enter into a contract with Christopher Birch in an amount "not to exceed" \$50,000.

Agreement No. 14-1508

5. Janitorial Services, RFB 2014-005 – Award Service Contract. (500)

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

Motion by Mayor Pro Tem Salcido, seconded by Councilmember Armenta to approve Consent Calendar Items No. 1, 2 and 4. Motion carries by the following roll call vote:

AYES: Archuleta, Armenta, Camacho, Salcido, Tercero

NOES: None

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

3. Approval of City Purchase Orders Above \$30,000 for Fiscal Year 2014-2015.(700)

Councilmember Armenta asked for further clarification on this item with regard to City Manager approving purchase orders above \$30,000.

City Manager Bobadilla explained that City Council would be approving authorization for the City Manager to approve purchase orders over \$30,000 that have been previously approved in the City budget pertaining to professional services and supply and vehicle maintenance in order to expedite P.O.'s in an efficient and cost-effective manner. He further explained that items above \$30,000 that have not been previously approved in the City budget would come before City Council for approval.

Motion by Mayor Pro Tem Salcido, seconded by Councilmember Armenta to authorize the City Manager to issue Purchase Orders above \$30,000 excluding items not budgeted for Fiscal Year 2014-2015. Motion carries by the following roll call vote:

AYES: Archuleta, Armenta, Camacho, Salcido, Tercero

NOES: None

5. Janitorial Services, RFB 2014-005 – Award Service Contract. (500)

City Manager Bobadilla suggested pulling this item until the new Public Works director has the opportunity to study and evaluate the contract.

Motion by Councilmember Archuleta, seconded by Mayor Tercero to continue this item to the City Council meeting of July 22, 2014 for further study and evaluation. Motion carries by the following roll call vote:

AYES: Archuleta, Armenta, Camacho, Salcido, Tercero

NOES: None

LEGISLATION: None.

MAYOR/COUNCILMEMBER REPORTS ON INTERGOVERNMENTAL AGENCY MEETINGS:

Mayor Tercero reported that he was recently selected to serve as President of the Gateway Cities.

NEW BUSINESS: None.

OLD BUSINESS:

Mayor Pro Tem Salcido spoke about minimizing the use of illegal fireworks. Captain Castellanos suggested that the Public Safety Ad Hoc Committee meet to discuss options in minimizing the impact of illegal fireworks to the community.

Councilmember Armenta recommended that the Parks & Recreation staff work with community organizations when events are being hosted at the parks to ensure that restrooms are open and available to the public during the entire event.

Mayor Tercero requested that staff investigate the process for neighborhood street closures and to ensure that proper procedure and protocol is followed in residents obtaining permits.

Recessed to Housing Assistance Agency at 6:29 p.m.

ALL MEMBERS WERE PRESENT

Reconvened from Housing Assistance Agency at 6:30 p.m.

ALL MEMBERS WERE PRESENT

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

Roberta Torres:

- Addressed the City Council to commend the Sheriff's Department for doing a good job in patrolling the streets on the 4th of July.

Virginia Aguirre:

- Addressed the City Council to acknowledge and thank NASA for their assistance and generosity with donations for the Christmas Baskets and to express her gratitude with the selection of the new City Manager.

Jaime Ortiz:

- Addressed the City Council regarding "High Performing Learning Environment Facility Master Plan" being implemented by the El Rancho Unified School District which entails the redesign of schools and stated that he would like to obtain the City Council's input on this master plan.

Irma Gorrocino:

- Addressed the City Council to introduce herself as the new representative of Congresswoman Linda Sanchez' office.

Tony Melendez:

- Addressed the City Council regarding support of the Metro Gold Line route along Washington Boulevard.

Carlos Cruz:

- Addressed the City Council to announce his selection as the new Executive Director of the Chamber of Commerce and stated that he looks forward to partnering with the City.

Maria Segovia, Co-President of the Chamber of Commerce:

- Addressed the City Council to announce the selection and introduction of the new Chamber of Commerce Executive Director, Carlos Cruz. She also invited City Council to the "Meet and Greet" on July 23 from 4:00 p.m. to 6:00 p.m. at the Chamber of Commerce facility.

Charlene Dimas-Peinado, Co-President of the Chamber of Commerce:

- Addressed the City Council to thank them for their support and for the recent allocation of CDBG funds for funding the Chamber of Commerce.

Ingrid Fines:

- Addressed the City Council regarding code violations and harassment.

Recessed to Closed Session at 6:45 p.m.

ALL MEMBERS WERE PRESENT

Reconvened from Closed Session at 7:39 p.m.

ALL MEMBERS WERE PRESENT

CLOSED SESSION(S):

a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9 subdivision (d) paragraph (1)
Jeff Tracy, Inc. dba Land Forms Construction v. City of Pico Rivera
Case No. VC063151

City Attorney Alvarez-Glassman stated that there was no need for a closed session on this item.

b. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency Designated Representatives:

City Manager René Bobadilla

Assistant City Manager Mike Matsumoto

Employee organization(s):

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

Pico Rivera Mid-Managers and Professional and Confidential Association
Bargaining Unit

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

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

ADJOURNMENT:

Mayor Tercero adjourned the City Council meeting at 7:40 p.m. There being no objection it was so ordered.

AYES: Archuleta, Armenta, Camacho, Salcido, Tercero

NOES: None

Brent A. Tercero, Mayor

ATTEST:

Anna M. Jerome, City Clerk

I hereby certify that the foregoing is a true and correct report of the proceedings of the City Council regular meeting dated July 8, 2014 and approved by the City Council on August 26, 2014.

Anna M. Jerome, City Clerk

2nd WARRANT REGISTER OF THE 2014-2015 FISCAL YEAR

MEETING DATE: 07/22/14

TOTAL REGISTER AMOUNT: \$761,032.48

CHECK NUMBERS: 262580-262813

SPECIAL CHECK NUMBERS:

REGULAR CHECK TOTAL: \$761,032.48

SPECIAL CHECK TOTAL:

TOTAL REGISTER AMOUNT: \$761,032.48

PAYROLL REGISTER P/P 06/27/14 - 07/11/14

Pay Date: 07/17/14

VOID ACH CKS _____
-

VOID CKS _____
-

Scrap:
390479
390529

SPECIAL CKS _____
-

CKS
390480 - 390528 39,223.51

39,223.51

ACH
390530 - 390721 244,405.55

244,405.55

TOTAL 283,629.06



To: Mayor and City Council

From: City Manager

Meeting Date: July 22, 2014

Subject: ESTABLISHMENT OF RESIDENTIAL AND COMMERCIAL
REFUSE COLLECTION RATES

Recommendation:

Adopt a resolution establishing refuse collection rates effective July 1, 2014 and allowing for annual adjustment based on the formula outlined in Agreement No. 12-1290.

Fiscal Impact: None

Discussion:

On March 13, 2012, the City Council approved a 10-year Franchise Agreement No. 12-1290 (Agreement) with NASA Services, Inc. (NASA) for the collection of refuse, recyclables, and green waste. The approved Agreement established a rate schedule that would remain frozen for the first two years of the contract.

Beginning on July 1, 2014, the third year of the Agreement, NASA may request annual increases based on the Consumer Price Index (CPI). The specific guidelines for a rate increase are outlined in Section 6.4 of the Franchise Agreement, which specifies that the CPI shall be the All Urban Consumers, all items index U.S. City average (CUUR0000SA0). It is capped at 5.0% per year and a negative CPI results in no rate increase. Annual CPI increases over 5.0% are not rolled over.

On June 2, 2014, NASA requested a 1.51% rate increase effective July 1, 2014. Staff has investigated and verified this rate. Based on this adjustment, the standard rate for a 3 yard commercial container picked up once per week will increase from \$98.10 to \$99.58 per month, and the rate for standard residential collection will increase from \$15.50 to \$15.73 per month.

COUNCIL AGENDA REPORT – MTG. OF 7-22-14
ESTABLISHMENT OF RESIDENTIAL AND COMMERCIAL REFUSE COLLECTION
RATES
Page 2 of 2

In order to collect the residential refuse fees on the Tax Roll, the County requires a City Council resolution communicating the rates to be assessed. The recommended resolution provides the County the information regarding the contractual rates for Fiscal Year 2014-15 as well as the method for determining contractual rate increases for the remaining term of the Agreement.



René Bobadilla

RB:JE:lg

Enc.

- 1) Resolution Establishing Refuse Collection Rates
- 2) NASA Request for Annual CPI Adjustment

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA CALIFORNIA, SETTING RESIDENTIAL AND COMMERCIAL REFUSE RATES EFFECTIVE JULY 1, 2014

WHEREAS, the collection and disposal of refuse is a matter requiring control and regulation by the City, to protect the public peace, health, safety and general welfare; and

WHEREAS, to protect the public peace, health, safety and general welfare, the City has by previous action entered into an exclusive franchise agreement for refuse collection and disposal services with NASA Services Inc., dated March 13, 2012 ("Agreement"); and

WHEREAS, the agreement provides for annual adjustments in the fees charged for refuse collection and disposal services; and

WHEREAS, the agreement was approved on March 13, 2012, and which provides that the annual adjustments are subject to a 5% annual limit regardless of a higher CPI factor; and

WHEREAS, pursuant to Section 6.3 of the Agreement between the City of Pico Rivera and NASA Services Inc., is entitled to pursue an annual adjustment to its maximum rates for the rate year commencing on July 1, 2014; and

WHEREAS, the City wishes to clarify that as the refuse hauler adjusts rate based on CPI adjustments, the City's refuse rates will be similarly revised; and

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

SECTION 1: The refuse rates attached in "Exhibit 2" for collection and disposal are adopted July 1, 2014.

SECTION 2: The future maximum fee for residential cart service will be \$22.13 per month (assuming seven 5% CPI increases per year). The actual future rates will be based on the actual CPI as explained in Section 6.4 of Agreement 12-1290.

SECTION 3: That the City Clerk shall certify to the adoption of this resolution and hereafter the same shall be in full force and effect.

SECTION 4: The City Council hereby declares its intention to allow the County Tax Assessor to collect charges and fees for municipal solid waste collection, recycling and disposal services provided to all record owners within the City for Fiscal Years 2014/2015 through 2021/2022.

RESOLUTION NO. _____

Page 2 of 2

ADOPTED AND APPROVED this _____ day of _____ 2014.

Brent A. Tercero, Mayor

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:

EXHIBIT 2
CITY OF PICO RIVERA RATE SCHEDULE (CONTINUED)

Following are the rates for July 1, 2014 through June 30, 2015:

Residential Cart Service	Rate/Month*
Cart Service - one each refuse, recycling and green waste cart	\$ 15.73
Additional Refuse Cart	\$ 6.85
Additional Recycling Cart	\$ -
Additional Green Waste Cart (above two)	\$ 4.06
Additional Special Overage Pickup for Automated Cart Customers (in excess of two pickups per year)	\$ 5.08
Additional Bulky Item pickups (in excess of 10 annual free pickups for Residential Cart Customers, and 1 annual pickup per unit for Residential Bin Customers)	\$ 25.38
Returned Check ("NSF") Fee (applicable to all customers)	\$ 25.38
Credit Card Declined Fee (applicable to all customers)	\$ 25.38

* Including all fees retained by, or paid to, City. These rates to be adjusted by changes in cart rates

EXHIBIT 2 CITY OF PICO RIVERA RATE SCHEDULE

Following are the rates for July 1, 2014 through June 30, 2015:

Monthly Bin Rates*							
Container Size	Pickups per week						Extra Empty**
	1	2	3	4	5	6	
Refuse							
96-gallon cart	\$ 27.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8.96
1 yard bin	\$ 49.79	\$ 81.65	\$ 117.51	\$ 147.38	\$ 174.27	\$ 215.10	\$ 33.85
2 yard bin	\$ 68.71	\$ 120.49	\$ 173.27	\$ 221.07	\$ 310.69	\$ 364.47	\$ 39.83
2 yard compactor	\$ 122.48	\$ 217.09	\$ 311.69	\$ 398.33	\$ 559.64	\$ 656.24	\$ 70.70
3 yard bin	\$ 99.58	\$ 179.25	\$ 255.93	\$ 329.61	\$ 408.28	\$ 483.97	\$ 45.81
3 yard compactor	\$ 179.25	\$ 321.64	\$ 460.06	\$ 592.51	\$ 735.91	\$ 872.34	\$ 81.65
4 yard bin	\$ 128.46	\$ 235.02	\$ 334.60	\$ 434.18	\$ 537.74	\$ 637.32	\$ 50.79
4 yard compactor	\$ 232.02	\$ 422.22	\$ 603.47	\$ 781.72	\$ 968.92	\$ 1,147.17	\$ 92.61
6 yard bin	\$ 147.38	\$ 264.89	\$ 379.40	\$ 487.95	\$ 605.46	\$ 717.98	\$ 114.52
Recycling							
96-gallon cart ***	\$ 10.95	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3 yard bin	\$ 39.83	\$ 71.70	\$ 102.57	\$ 131.45	\$ 163.31	\$ 194.19	\$ 17.93
Manure							
96-gallon cart	\$ 33.13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2 yard bin	\$ 81.65	\$ 158.34	\$ 235.02	\$ 312.68	\$ 389.36	\$ 466.04	\$ 47.80
3 yard bin	\$ 118.34	\$ 235.54	\$ -	\$ -	\$ -	\$ -	\$ -
Food Scrap Recycling							
96-gallon	\$ 16.92	\$ 33.84	\$ 50.77	\$ 67.69	\$ 84.61	\$ 101.53	\$ 16.92
Additional Services							
Locking Bin	\$ 13.94	\$ 21.91	\$ 29.87	\$ 37.84	\$ 45.81	\$ 53.77	\$ 6.97
Scout Truck	\$ 25.90	\$ 51.78	\$ 77.68	\$ 103.56	\$ 129.46	\$ 154.36	\$ 25.90

* Including all fees retained by, or paid to, City. These rates to be adjusted by changes in bin rates

** Extra empties for locking bins may be charged and extra \$5.00 in additional to these rates for each additional tip

*** Multi-family customers may receive recyclables collection using 96-gallon recycling carts at not additional charge

EXHIBIT 2 CITY OF PICO RIVERA RATE SCHEDULE (CONTINUED)

Following are the rates for July 1, 2014 through June 30, 2015:

Additional Service Charges	Rate Per Service *
Commercial Bulky Item Pickup:	
-First Item	\$ 18.12
-Each additional item on same pick-up	\$ 10.19
Bin Return Trip / Dry Run Fee	\$ 76.13
Bin Re-delivery Fee (if bins are pulled for non-payment)	\$ 65.98
Bin Cleaning (over once per year)	\$ 40.60
3-yard Temporary Bin	
-First Bin (delivery, disposal and 7-day rental included)	\$ 111.66
-Bin exchange	\$ 55.83
-Rental per day after 7 days without a dump	\$ 5.08
Emergency Service Rates - one crew and one collection truck	\$ 86.28

* Including all fees retained by, or paid to, City. These rates to be adjusted by changes in bin rates

EXHIBIT 2
CITY OF PICO RIVERA RATE SCHEDULE (CONTINUED)

Following are the rates for July 1, 2014 through June 30, 2015:

Roll-off Box Charges	Rate
Permanent Roll-off Box Service	
Standard Roll-off Box - Rate per pull (including delivery and rental)	
-Standard roll-off box (40 yard)	\$ 177.64
-Low-boy roll-off box	\$ 177.64
Compactor Roll-off Box - Rates per pull (excluding compactor rental)	\$ 228.40
Per Ton Rates for Permanent Roll-Off Boxes	
-Refuse	\$ 48.72
-Green Waste	\$ 39.59
-Mixed Construction and Demolition Debris	\$ 48.72
Temporary Roll-off Box Service	
Standard Roll-off Box - Rate per pull (including delivery, 7-day rental and disposal up to six tons)	
-Standard roll-off box (40-yard)	\$ 502.47
-Low-boy roll-off box	\$ 456.80
-Per day rental after 7 days without a pull	\$ 35.53
Per Ton Rates for Temporary Roll-Off Boxes - for each ton over six tons/load	
-Refuse	\$ 48.72
-Green Waste	\$ 39.59
-Mixed Construction and Demolition Debris	\$ 48.72
Additional Roll-off Box Fees	
-Dry Run / Redelivery / Return Trip / Relocation Fee	\$ 76.13
-Weight Ticket Copy Fee	\$ 2.54

* Including all fees retained by, or paid to, City. These rates to be adjusted by changes in roll-off rates



COLLECTION • RECYCLING • TRANSFER

1701 Gage Road, Montebello, CA 90640

ENCLOSURE 2



June 2, 2014

Mr. Ronald Bates
 City Manager
 CITY OF PICO RIVERA
 6615 Passons Boulevard
 Pico Rivera, CA 90660

Re: Annual CPI Adjustment

Dear Mr. Bates,

In accordance with the franchise agreement between the City of Pico Rivera and NASA Services, please find below the calculations for the new commercial and residential disposal rates scheduled for implementation July 1, 2014.

December, 2013 CPI	234.594
December, 2012 CPI	231.099
% Difference	1.51%

The rates will be adjusted to reflect an increase in the CPI of 1.51%.

The standard rate for a 3 yard container picked up once a week will increase by \$1.48 to \$99.58 per month and the rate for standard residential collection will increase by \$0.23 to \$15.73 per month. While the agreement calls for the rate adjustment to be automatic, they are subject to review by the City Manager to confirm the accuracy and authenticity of the basis for the rate change.

We appreciate your assistance with the approval of this request. As you know we make every effort to respond to our franchise obligations and to comply with all the details of this agreement. The last two years have gone by so quickly and there was an oversight on our part submitting this request as a result of the pending move into our new corporate office.

Should you have any questions, do not hesitate to contact me.

Sincerely,

Arsen Sarkisian
 President

TELEPHONE

FAX 323 888-0398

888-888-0388



To: Mayor and City Council

From: City Manager

Meeting Date: July 22, 2014

Subject: ADOPT A RESOLUTION APPROVING RECERTIFICATION OF SEWER SYSTEM MANAGEMENT PLAN (SSMP), AS REQUIRED BY THE STATE OF CALIFORNIA WATER RESOURCES CONTROL BOARD

Recommendation:

- 1) Adopt a resolution approving Recertification of the Sewer System Management Plan ("SSMP"), as required by the State of California Water Resources Control Board; and
- 2) Receive and File Updated Sewer System Management Plan of July 2014.

Fiscal Impact: This action has no fiscal impacts. The fiscal impact on implementing SSMP is included in the FY 2014/15 Sewer Funds.

Discussion:

The City of Pico Rivera Sewer System Management Plan (SSMP) was originally prepared in 2009 with the assistance of a consultant to meet the requirements of the Statewide General Waste Discharge Requirements (WDR) Order No. 2006-0003-DWQ for Sanitary Sewers issued on May 2, 2006. The SSMP establishes a local strategy for maintenance of the City's sewer system and standard procedures for immediate response to a Sanitary Sewer Overflow (SSO). The original SSMP was approved by the City Council in July 2009.

State regulation requires that the agency's governing board recertify the SSMP once every five years from the date of the initial certification or when significant changes occur to improve the efficiency and enforcement of the City's ongoing program. Since initial certification in 2009, staff has made several changes to the plan including recent acquisition of sewer maintenance activities from the Los Angeles County Sewer Maintenance District. Additionally, new flow charts have been added to reflect the ongoing work to comply with the regulations.

COUNCIL AGENDA REPORT – MTG. OF 7/22/14

ADOPT A RESOLUTION APPROVING RECERTIFICATION OF SEWER SYSTEM MANAGEMENT PLAN (SSMP), AS REQUIRED BY STATE OF CALIFORNIA WATER RESOURCES CONTROL BOARD

Page 2 of 2

Two amendments to the regulation have impacted staff's compliance efforts since the State adopted the original WDR. Both involve a related document called the Monitoring and Reporting Program (MRP). The original MRP specified how the two categories of sewer overflow were to be reported by phone and documented in the State's on-line database.

The two amendments occurred as follows:

1. Order No. WQ 2008-0002-EXEC - February 2008: All discharges of raw sewage to receiving waters of the State must be reported to the State Office of Emergency Services (OES) within 2 hours.
2. Order No. WQ 2013-0058-EXEC - August 2013: The two original categories of overflow were appended to include a third category when sewer overflows do not reach receiving waters.

The updated SSMP incorporates these new regulations into field operational practices in order to ensure compliance.

Adoption of the revised SSMP minimizes the frequency of SSO events, which in turn will minimize the impact to the receiving waters.

Copies of the SSMP will be available in the Public Works Department Engineering Division as well as in the Operations Yard to be used as a reference and training document, and for operators to review at any time as required by the regulation.



René Bobadilla

RB:JE:AA:lg

Enc.

- 1) Resolution for Recertification of SSMP

RESOLUTION NO. _____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF PICO RIVERA,
CALIFORNIA, RECERTIFYING A SEWER SYSTEM MANAGEMENT PLAN
AND MAKING FINDINGS THEREON**

WHEREAS, the City of Pico Rivera is engaged in activities necessary to effectuate the State of California Water Resources Control Board Order No. 2006-0003-DWQ ("Order") which Order entails the Statewide General Waste Discharge Requirements for sanitary sewer systems to reduce the frequency and volume of sanitary sewer overflows, improve the condition of the City's municipal sanitary sewer infrastructure and, consequently, protect the environment and natural resources; and

WHEREAS, because the City owns and operates a sanitary sewer system greater than one mile in length that collects and conveys untreated and partially treated wastewater to a publicly owned treatment facility in the State of California, the City is required to develop and implement a system-specific Sewer System Management Plan ("SSMP") in accordance with the terms of the Order; and

WHEREAS, on July 27, 2009, the Pico Rivera City Council approved a comprehensive SSMP as required by the Order including the required provisions to provide proper and efficient management, operation and maintenance of the City's sanitary sewer system, while taking into consideration risk management and cost benefit analysis; and

WHEREAS, said SSMP contains a spill response plan that establishes standard procedures for immediate response to sanitary sewer overflows in a manner designed to minimize water quality impacts and potential nuisance conditions; and

WHEREAS, State regulations require that the SSMP be recertified after five (5) years from the date of the initial certification and when significant changes occur, as has been the case in Pico Rivera; and

NOW THEREFORE, BE IT RESOLVED BY THE PICO RIVERA CITY COUNCIL:

SECTION 1. The recitals as set forth above are true and correct.

SECTION 2. The City's Sewer System Management Plan dated July 22, 2014 is hereby approved and adopted as set forth in the report of the Director of Public Works dated July 22, 2014.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and hereafter the same shall be in full force and effect.

RESOLUTION NO. _____

Page 2 of 2

ADOPTED AND APPROVED this _____ day of _____, 2014.

Brent A. Tercero, Mayor

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:
NOES:
ABSENT:
ABSTAIN:



To: Mayor and City Council

From: City Manager

Meeting Date: July 22, 2014

Subject: TRAFFIC SIGNAL SAFETY IMPROVEMENTS CITYWIDE, CIP NO. 21242 — AWARD CONSTRUCTION

Recommendation:

- 1) Award a construction contract in the amount of \$1,876,176 to PTM General Engineering Services, Inc., for the Traffic Signal Safety Improvements Citywide, CIP No. 21242, and authorize the Mayor to execute the contract in a form approved by the City Attorney; and
- 2) Appropriate \$570,000 in Prop C funds to CIP No. 210-7300-44500-00021242.

Fiscal Impact: \$899,100 (Highway Safety Improvement Program, Federal Grant Funds)
 \$796,100 (Proposition C, State Local Return Funds)
\$425,000 (Alameda Corridor East contribution)
 \$2,120,200 Total

Discussion:

The Traffic Signal Modifications Safety Improvements Project, (CIP No. 21242, Highway Safety Improvement Program, Federal Project No. 5351 (023) is in the City’s Capital Improvement Program. This project entails modifying ten antiquated traffic signals located citywide, and is funded by \$899,100 in Federal grants, \$796,100 in Proposition C funds, and \$425,000 in ACE share cost. Project improvements include upgrading the traffic signals to provide exclusive left–turn phasing, installing battery backup systems and pedestrian count-down heads, upgrading the traffic signal heads and luminaires to Light Emitting Diodes (L.E.D.), rewiring intersections with new conductor cables, installation of new conduit, and modifying the service cabinets. The project also includes installing permanent speed radar feedback signs at various locations near schools throughout the City.

On May 22, 2014, the City Council authorized the City Clerk to advertise the Notice Inviting Bids for the construction of this project. The Notice Inviting Bids was advertised on June 4 and June 18, 2014. On July 10, 2014, five (5) bids were received and opened by the City Clerk in a public forum.

The following is the bid summary:

	<u>Contractor</u>	<u>Total Bid (Base bid plus Additive Alternates)</u>
1.	PTM General Engineering Services Inc.	\$1,876,176
2.	California Professional Engineer	\$1,918,094
3.	Select Electric	\$1,930,000
4.	FlatIron Electric	\$1,989,980
5.	Comet Electric	\$2,025,890

COUNCIL AGENDA REPORT – MTG. OF 7/22/14
TRAFFIC SIGNAL SAFETY IMPROVEMENTS CITYWIDE, CIP NO. 21242 — AWARD
CONSTRUCTION

Page 2 of 2

The engineering estimate was \$1,700,135 and the lowest bid was 9.4% higher.

The bids included additive alternate bid items for three existing additional intersections that require the installation of new conduits and rewiring of the intersection in order to keep the traffic signals in operation, since there are no more spare conductors inside the corroded conduits. Due to the favorable bids, staff is recommending awarding the Base Bid and Additive Alternates, including the underground work for the additional intersections.

Staff is finalizing an agreement with Alameda Corridor East Construction Authority (ACE) for their contribution of \$425,000 for this project. This contribution is a mitigation measure due to the closure of Durfee Avenue during construction of the grade separation. ACE's contribution is for three intersections including Whittier Boulevard at Parsons Boulevard, Whittier Boulevard at Durfee Avenue, and Durfee Avenue at Parsons Boulevard. The agreement will be submitted for Council approval following approval by the ACE Board.

Staff completed analysis of the bids and PTM General Engineering Services, Inc. was confirmed to be the lowest, responsive and responsible bidder. Award of the construction contract in the amount of \$1,876,176 to PTM General Engineering Services, Inc. is recommended.

PTM General Engineering Services, Inc. exhibits the capability, capacity, and experience to perform the work required under the bid solicitation. In Pico Rivera, PTM General Engineering Services, Inc. successfully completed the 2010 Safe Routes To School Project.

The anticipated schedule for the project is:

- Award Construction..... July 2014
- Start Construction..... August 2014
- Complete Construction..... February 2015



René Bobadilla

RB:JE:JL:lg

Enc.

- 1) Construction Contract
- 2) Traffic Signal Safety Improvements Citywide – Project Limits
- 3) Index Map

AGREEMENT NO. _____
PUBLIC WORKS CONTRACT SERVICES AGREEMENT

CAPITAL IMPROVEMENT PROJECT NO. 21242
TRAFFIC SIGNAL MODIFICATION SAFETY IMPROVEMENTS CITYWIDE

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this 22th day of July 2014 by and between the CITY OF PICO RIVERA, a municipal corporation, (herein "City") and PTM General Engineering Services Inc. (herein "Contractor"). The parties hereto agree as follows:

R E C I T A L S

A. City requires services for the construction of Capital Improvement Project No. 21242, Traffic Signal Modification Safety Improvements Citywide. Contractor has represented to City that Contractor is qualified to perform said services and has submitted a proposal to City for same.

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

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

1. SERVICES OF CONTRACTOR

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

1.2 **Documents Included in Contract** - This contract consists of the following Contract Documents: Notice of Inviting Bids, Special Provisions, Special Provisions – Part 2, Special Provisions – Part 3, General Provisions, Proposal, Instruction to Bidders, Bidder's Proposal, Bidder's Bond (Bidder's Guarantee), Bond for Faithful Performance, Bond for Labor and Material, Notice of Award, Notice to Proceed, Change Order, Escrow Agreement, Schedule of Non-Working Fridays, Waste Management Plan, Location Map and Traffic Signal Modification Plans, Signing and Striping Plans, Speed Awareness Display Location Plan, Supplemental Information Form, Tax Identification Number Form, Guarantee, this Contract, and any and all schedules and attachments to it which are incorporated as if fully set forth herein

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

1. 2012 Greenbook
2. This Agreement
3. Special Provisions
4. Caltrans Standard Specifications
5. Caltrans Standard Plans

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

2. GENERAL CONDITIONS

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

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

2.3 **Familiarity with Work** - By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall

immediately inform the City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

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

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

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

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

Class A – General Engineering Contractor

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

3. COMPENSATION

3.1 Contract Sum - For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of One Million Eight Hundred Seventy Six Thousand Three hundred eleven Dollars with no cents (\$1,876,311.00) (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 20104.5. 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 percent (90%) 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 ten percent (10%) thereof shall be retained as performance security. Refer to Section 3.3 of this Agreement for retention of funds.

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

4. PERFORMANCE SCHEDULE

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

4.2 Schedule of Performance - Contractor shall commence the services pursuant to this Agreement upon receipt of first written notice to proceed for the pot holing and procurement of traffic equipment and shall perform all services within twenty (20) working days. Second written notice to proceed will be issue after procurement of traffic equipment and shall perform all services within sixty (60) working days.

4.3 Force Majeure - The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

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

5. COORDINATION OF WORK

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

Brian Mendoza, Project Manager

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal was a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal 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 principal may not be replaced nor may his responsibilities be substantially reduced by Contractor without the express written approval of City.

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

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

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

5.5 **PERS Eligibility Indemnity** - In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement

System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

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

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

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

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

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

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

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

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

6. INSURANCE, INDEMNIFICATION AND BONDS

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

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

CONDITIONS:

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

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

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

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

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

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the

City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

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

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

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

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

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

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

c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.

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

e) City shall provide 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 50% of the amount of this Contract and in a form provided by the City warranting the work and materials for a period of one year from the date of acceptance by the City.

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

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

7. RECORDS AND REPORTS

7.1 Reports - Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement

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

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

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

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

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

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

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

8.7 **Liquidated Damages** - Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of three thousand dollars (\$3,000.00) as liquidated damages for each calendar day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit B). In addition, liquidated damages may be assessed for failure to comply with the emergency call out requirements described in the Scope of Services (Exhibit A). The City may withhold from any moneys payable on account of services performed by the Contractor any accrued liquidated damages.

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

withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

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

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

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

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

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

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

8.10 Attorney's Fees - If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

9. CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

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

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

9.3 Covenant Against Discrimination - Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of

race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

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

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

To Contractor: PTM General Engineering Services Inc.
5942 Acorn Street
Riverside, California 92504
Attention: Brian Mendoza, Project Manager

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

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

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

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

10.6 **Unfair Business Practices Claims** - In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made

and become effective at the time the awarding body renders final payment to the Contractor without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.)

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

[Intentionally left blank. Signatures follow.]

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

ATTEST:

CITY OF PICO RIVERA,
a municipal corporation

By: _____
Anna M. Jerome, City Clerk

By: _____
Brent A. Tercero, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman
City Attorney

Date: _____

CONTRACTOR: PTM General Engineering Services, Inc.

By: Elizabeth H. Mendoza de McRae
(Print Name)

By: Brian Mendoza
(Print Name)

Date: July 16, 2014

Date: July 16, 2014

Signature: _____

Signature: _____

Title: President/CFO

Title: Vice President/Secretary

Address:
P.O. Box 7745

Address:
P.O. Box 7745

Riverside, CA 92513-7745

Riverside, CA 92513-7745

Traffic Signal Safety Improvements Citywide

FEDERAL PROJECT NO. HSIPL-5351 (023)

City Project No. 21242

PROPOSAL

The Honorable City Council
City of Pico Rivera
6615 Passons Boulevard
Pico Riviera, CA 90660

Dear Council Members:

In compliance with the NOTICE INVITING BIDS for TRAFFIC SIGNAL SAFETY IMPROVEMENTS CITYWIDE, FEDERAL PROJECT NO. HSIPL-5351 (023), CITY PROJECT NO. 21242, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed work, the plans, specifications and other contract documents therefore and is satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

It is understood and agreed that the work under a Contract awarded pursuant to this Bid for Traffic Signal Safety Improvements Citywide, Federal Project No. HSIPL-5351 (023), City Project No. 21242, shall be constructed in **(60) WORKING DAYS**.

Within 10 working days after the pre-construction meeting a first Notice to Proceed will be issued only for the pot holing and procurement of traffic signal equipment. **The procurement period shall be Seventy (70) calendar days from receipt of the Notice to Proceed.** No work shall be done until after the procurement period ends. Contractor shall provide copies of purchase orders.

A second notice to proceed will be issued once all traffic signal equipment is on hand. The construction of Traffic Signal Safety Improvements shall be completed by the Contractor within **(60) WORKING DAYS** from the receipt of the second Notice to Proceed.

Construction of the above mentioned project shall be completed within the above stated working days unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the work as shown on the plans and in accordance with the specifications and other contract documents, and to furnish all labor, materials, tools and equipment necessary to complete the work in place therefore, in the manner and time herein prescribed at the following prices, to wit:

Contractor's Lawful Name PTM General Engineering
Inc.

Total Base Bid

\$ 1,876,176.00
figures

one million eight hundred seventy six thousand
in words
one hundred seventy six dollars

CITY OF PICO RIVERA

Traffic Signal Safety Improvements Citywide

FEDERAL PROJECT NO. HSIPL-5351 (023)

City Project No. 21242

BIDDER'S PROPOSAL

TO THE PICO RIVERA CITY COUNCIL:

The undersigned, as a bidder, declares that this proposal is made without collusion with any other person, firm or corporation, and that the only person or parties interested as principals are those named herein; that he has not accepted any bid from any subcontractor or materialman through any bid depository, or prevent the contractor from considering any bid from any subcontractor or materialman which is not processed through said bid depository, or which prevents any subcontractor or materialman from bidding to any contractor who does not use the facilities of; or accept bids from or through such bid depository, and having carefully examined the site of the proposed work, plans and specifications, therefore, as well as the Notice of Inviting Bids, all motions by the City Council pertaining thereto, and the proposed contract, and having informed himself fully in regard to the contemplated work, proposes and agrees in the event of the acceptance of hereof to enter into a contract with the City Council of the City of Pico Rivera to perform said proposed work in accordance with the terms of said contract, and to furnish or provide all materials, labor, tools, equipment, apparatus, and other means necessary to do so in accordance with the terms and provisions of said agreement, to wit:

TRAFFIC SIGNAL SAFETY IMPROVEMENTS CITYWIDE
 Federal Project No_HSIPL-5351 (023)
 City Project No. 21242

REVISED BASE BID

<p align="center">PROPOSAL SCHEDULE TRAFFIC SIGNAL SAFETY IMPROVEMENTS CITYWIDE Federal Project No_HSIPL-5351 (023) City Project No. 21242 REVISED BASE BID</p>					
Item No.	Description with Unit Price Written In Words	Approx. Qty.	Unit	Unit Price	Total Amount
1	Install traffic signal modifications complete per plan at Slauson Avenue and Serapis Avenue	1	LS	\$ 230800.00	\$ 230800.00
2	Install traffic signal modifications complete per plan at Whittier Boulevard and Passons Boulevard	1	LS	\$ 221300.00	\$ 221300.00
3	Install traffic signal modifications complete per plan at Whittier Boulevard and Durfee Avenue	1	LS	\$ 204500.00	\$ 204500.00
4	Install traffic signal modifications complete per plan at Beverly Road and Rosemead Boulevard	1	LS	\$ 256200.00	\$ 256200.00
5	Install traffic signal modifications complete per plan at Paramount Boulevard and Mines Avenue	1	LS	\$ 130300.00	\$ 130300.00
6	Install traffic signal modifications complete per plan at Whittier Boulevard and Myrtle Street	1	LS	\$ 196000.00	\$ 196000.00
7	Furnish LED countdown pedestrian heads at Beverly Road and Durfee Avenue	8	EA	\$ 600.00	\$ 4800.00

PROPOSAL SCHEDULE
TRAFFIC SIGNAL SAFETY IMPROVEMENTS CITYWIDE
 Federal Project No. HSIPL-5351 (023)
 City Project No. 21242
REVISED BASE BID

Item No.	Description with Unit Price Written In Words	Approx. Qty.	Unit	Unit Price	Total Amount
8	Install signing and striping complete per plans	1	LS	\$ 87000.00	\$ 87000.00
9	Remove and construct curb ramp per Caltrans standard plan A88A, type as noted on plans	23	EA	\$ 4500.00	\$ 103500.00
10	Install radar speed feedback sign	8	EA	\$ 11900.00	\$ 95200.00
11	Traffic Control	1	NTE	\$10,000	\$10,000
12	Remove and construct asphalt concrete	20	TON	\$ 392.00	\$ 7840.00
13	Aggregate Base	12	TON	\$ 170.00	\$ 2840.00
14	Remove and construct stamped concrete pavement	115	SF	\$ 38.00	\$ 4370.00
15	Remove and construct PCC curb and gutter	110	LF	\$ 51.00	\$ 5610.00
16	Remove and reconstruct 4" PCC sidewalk	450	SF	\$ 952	\$ 428400

PROPOSAL SCHEDULE
TRAFFIC SIGNAL SAFETY IMPROVEMENTS CITYWIDE
 Federal Project No. HSIPL-5351 (023)
 City Project No. 21242
REVISED BASE BID

Item No.	Description with Unit Price Written In Words	Approx. Qty.	Unit	Unit Price	Total Amount
17	Remove and reconstruct driveway	340	SF	\$ 13.50	\$ 4590.
18	Remove and reconstruct parkway drain	1	EA	\$ 6800.00	\$ 6800.00

ADDITIVE ALTERNATE BIDS

19	Traffic signal modification at Paramount Blvd and Slauson Ave	1	LS	\$ 96000.00	\$ 96000.00
20	Traffic signal modification at Paramount Blvd and Washington Blvd	1	LS	\$ 108000.00	\$ 108000.00
21	Traffic signal modification at Washington Blvd at Parsons Blvd	1	LS	\$ 98042.00	\$ 98042.00

TOTAL BASE BID \$ 1,876,176.00
 (figures)

TOTAL BASE BID one million eight hundred seventy six thousand
 (words)
one hundred seventy six dollars

Total Base Bid \$ 1,876,176.00
figures

one million eight hundred seventy six thousand
in words
one hundred seventy six dollars

THE PROJECT WILL BE AWARDED BASED ON THE LOWEST BASE BID.

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

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

The Contractor agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The Contractor agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

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

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

If awarded the Contract, the undersigned hereby agrees to sign said Contract and furnish the necessary bonds (100% of the Contract price for Faithful Performance, and 100% of the Contract price for Labor and Materials), Policy or Certificate of Liability Insurance with Endorsement and Policy or Certificate of Workman's Compensation Insurance within FIVE (5) calendar days after notification of award of the Contract. The Contractor's failure to provide the above within the given time may cause (at the City's discretion) the

project award to become null and void, the Contractor's bid bond will be forfeited to the City of Pico Rivera, and the project will be awarded to the next lowest responsive, responsible bidder.

It is understood and agreed that the work under a Contract awarded pursuant to this Bid for Traffic Signal Safety Improvements Citywide, Federal Project No. HSIPL-5351 (023), City Project No. 21242, shall be constructed in **(60) WORKING DAYS**

Failure of the Contractor to complete work within the time allowed will result in damages being sustained by the City. **Unless otherwise provided, the Contractor will pay to the City THREE THOUSAND DOLLARS (\$3,000.00) per calendar day of delay in finishing work for CONSTRUCTION of the Traffic Signal Safety Improvements Citywide, Federal Project No. HSIPL-5351(023), City Project No. 21242, in excess of time specified for completion, plus any authorized time extensions, all as provided in Section 6-9 of said Standard Specifications for Public Works Construction.** The \$3,000 per calendar day liquidated damages provision is not intended to cover actual expenses reasonably and necessarily incurred by the City in retaining other contractors, inspectors, engineering consultants, etc., as a result of any delay by the Contractor.

INTERFERENCE WITH ACTIVE PROJECTS PROHIBITED

THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ACTIVITIES WITH THE CITY OF PICO RIVERA AND THE PICO RIVERA WATER DEPARTMENT AS NECESSARY, AND FULL COMPENSATION FOR ALL COORDINATION INVOLVED WITH THE UTILITY COMPANIES, WATER DEPARTMENT AND THE CITY, SHALL BE INCLUDED IN THE CONTRACT UNIT PRICES BID FOR THE VARIOUS ITEMS OF WORK INVOLVED. NO ADDITIONAL COMPENSATION WILL BE ALLOWED THEREFORE.

PROPOSAL SCHEDULE (CONTINUED)

The \$3,000.00 per day liquidated damages provision is not intended to cover actual expenses reasonably and necessarily incurred by the City in retaining other contractors, inspectors, engineering consultants, etc., as a result of any delay by the Contractor.

However, the City will not authorize any work to be done under these specifications before the contract agreement has been so designated; and any work that is done by the Contractor in advance of such time shall be considered as being done at his own risk, and on his own responsibility, and as a consequence will be subject to rejection having been done other than in the presence of the Engineer.

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

The Contractor agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The Contractor agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

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

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

**PROPOSAL SCHEDULE
(CONTINUED)**

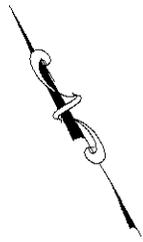
Accompanying this proposal is "Cash," "Certified Check," or "Bidder's Bond" (circle one) in the amount of Bid Bond for 10% of total bid amount
(~~10% of bid bond~~ equal to at least 10 (10%) percent of the total bid price, payable to the City of Pico Rivera, to guarantee that within five (5) days after written notice is deposited in the mail, or the bidder has received notice by telephone, the bidder will furnish proper Certificates of Insurance, and required bonds satisfactory to the City and execute a contract in accordance with the proposal and in the manner and form required by the contract documents.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City of Pico Rivera as Liquidated Damages if the above requirements are not complied with.

CITY OF PICO RIVERA

CIP 21242 - SPEED RADAR SIGNS

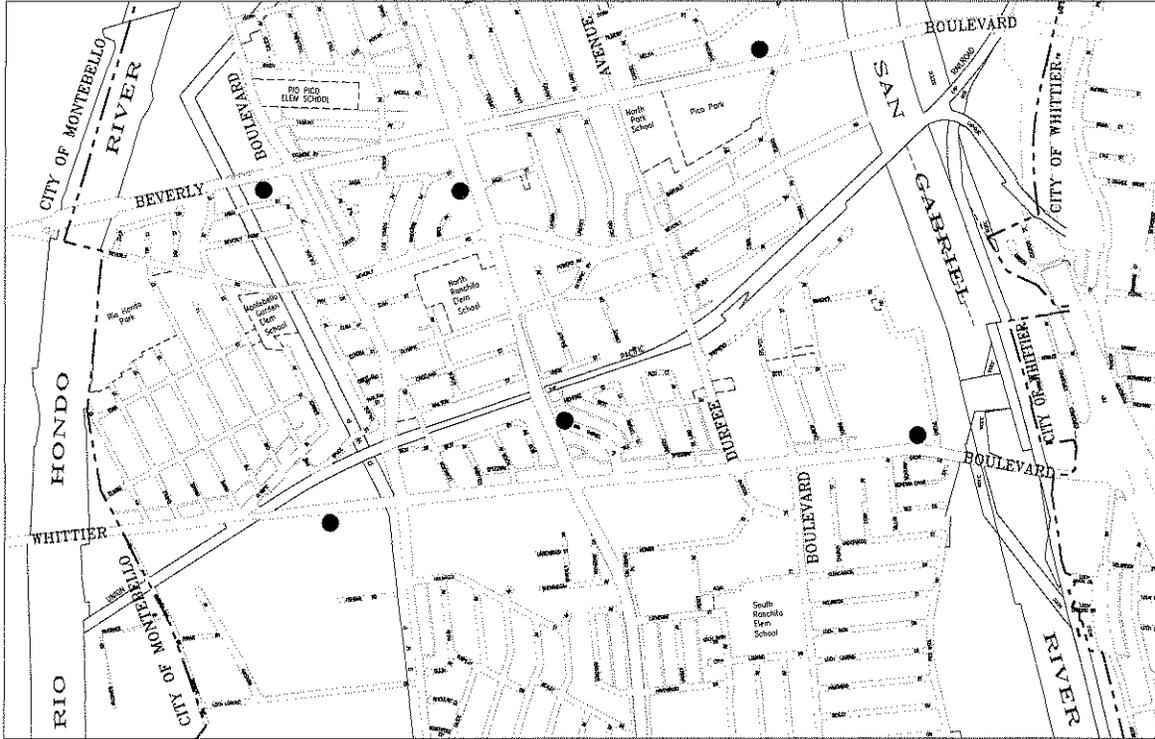
Vicinity Map



NOT TO SCALE

LEGEND:

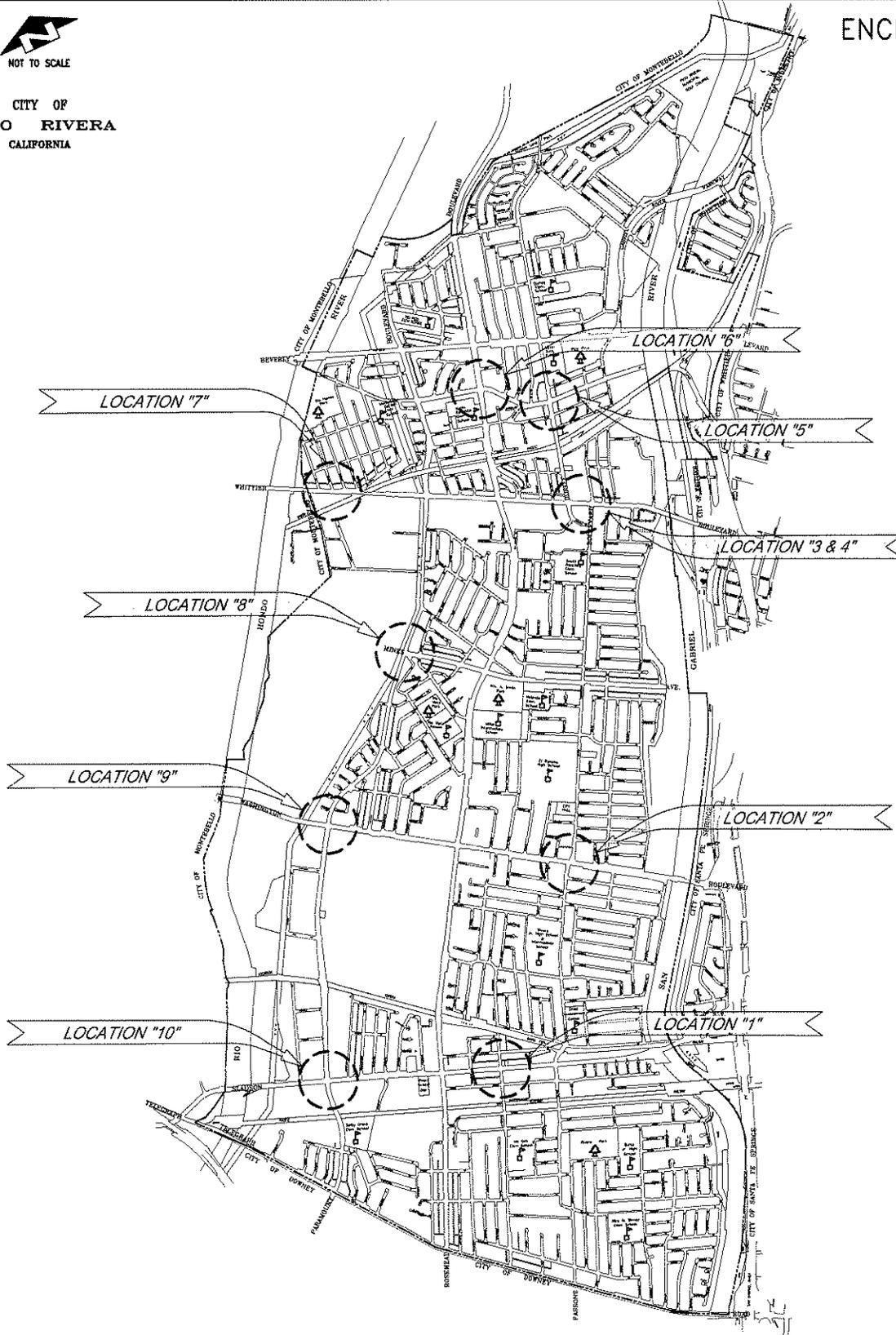
-  CITY BOUNDARY
-  PLANNING SPEED RADAR FEEDBACK LOCATION





CITY OF
PICO RIVERA
CALIFORNIA

ENCLOSURE 3



LEGEND:

-  SCHOOL
-  PARK



CITY OF PICO RIVERA

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION

HIGHWAY SAFETY IMPROVEMENT PROGRAM - INDEX MAP

PREPARED BY: M. NGUYEN

SCALE: NOT TO SCALE

DATE: 12-07-10



To: Mayor and City Council

From: City Manager

Meeting Date: July 22, 2014

Subject: TRAFFIC SIGNAL SAFETY IMPROVEMENTS CITYWIDE, CIP NO. 21242 — AWARD PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

Recommendation:

Award a Professional Services Agreement to Vali Cooper & Associates, Inc. to provide Construction Management Services for the Traffic Signal Safety Improvements Citywide, CIP No. 21242, for an amount not to exceed \$94,980 and authorize the Mayor to execute the Agreement in a form approved by the City Attorney.

Fiscal Impact: \$94,980 (Proposition C)

Discussion:

The Traffic Signal Modifications Safety Improvements Project, (CIP No. 21242, Highway Safety Improvement Program, Federal Project No. 5351 (023)) is in the City's Capital Improvement Program. This project entails modifying ten (10) antiquated traffic signals located citywide, and is funded by \$899,100 in Federal grants, \$796,100 in Proposition C funds, and \$425,000 in Alameda Corridor East Construction Authority (ACE) share contribution for a total project budget of \$2,120,200. The project is in the construction phase thus construction management services are necessary.

On May 20, 2014, a Request for Proposal (RFP) was released to seven (7) qualified consulting firms and on June 26, 2014, three (3) proposals were received. Proposals were evaluated based on their technical background and experience in managing traffic signal modification projects.

The selection process was qualifications-based and considered staff qualifications, experience on similar projects, understanding of technical issues, experience with Federal funds, and other factors. Based on these qualifications, Vali Cooper & Associates, Inc. received the highest ranking from the staff.

COUNCIL AGENDA REPORT – MTG. OF 7/22/14
TRAFFIC SIGNAL SAFETY IMPROVEMENTS CITYWIDE, CIP NO. 21242 – AWARD
CONSTRUCTION MANAGEMENT SERVICES

Page 2 of 2

Vali Cooper & Associates, Inc. is a qualified firm. Vali Cooper & Associates, Inc. provides the following:

- **Competitive Fees** – Vali Cooper & Associates, Inc. provided a very competitive fee proposal. A difference of \$1,764 from the lowest fee proposal.
- **Experience in Pico Rivera** – Provided construction management services on the recently completed Parsons Grade Separation project on time and within budget.
- **Successful Track Record** – Vali Cooper & Associates, Inc. has successfully delivered 10 traffic signal modification projects over the last two years. Within this period, Vali Cooper & Associates, Inc. completed ten (10) Federal Highway Association projects. These projects were delivered on time and within budget.
- **Experience on Similar Projects** – Vali Cooper & Associates, Inc. has completed projects similar in scope. These projects involved pavement rehabilitations, traffic signal modifications, federal funds, Caltrans audits, labor compliance, materials testing, and similar construction management services.
- **Qualified Staff** – Vali Cooper & Associates, Inc. assembled a qualified team with experience, knowledge, and professionalism in construction management on similar projects.

The subject construction management services consist of project administration, construction inspection, labor compliance, and materials testing services, utility coordination, and compliance with federal requirements. A complete list of consultant proposals received is provided in Enclosure 2.



René Bobadilla

RB:JE:JL:lg

Enc.

- 1) Professional Services Agreement
- 2) Consultant Bid Summary
- 3) Vicinity Map - Traffic Signals
- 4) Vicinity Map - Speed Radar Signs

AGREEMENT NO. _____
**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
VALI COOPER & ASSOCIATES, INC.**

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and Vali Cooper & Associates, Inc., a California Corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

2. RECITALS

2.1 City has determined that it requires professional services on a short-term basis necessary for the delivery of a Capital Improvement Program project and other Public Works engineering services. The Consultant will provide contract administration, construction observation, utility coordination, labor compliance, material testing services, and project close-out services for the Traffic Signal Safety Improvements Citywide Project, and other tasks and services as assigned by the Director of Public Works/City Engineer or as noted in Exhibit "A".

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

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as are set forth in the Consultant's June 26, 2014 proposal to City attached hereto as Exhibit "A" and incorporated herein by this reference.

3.2 "Approved Fee Schedule": Such compensation rates as are set forth in the Consultant's June 26, 2014 proposal to City attached hereto as Exhibit "B".

3.3 "Commencement Date": July 23, 2014

3.4 "Expiration Date": June 30, 2015

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 21 below.

5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of \$94,980 unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the professional standards of Consultant's profession and in a manner reasonably satisfactory to City.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to sections 2105 and 17451 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises. Mr. Doug Franco shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

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

12. INDEPENDENT CONTRACTOR

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

13. CONFIDENTIALITY

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

14. INDEMNIFICATION

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

14.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

14.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 14 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

14.4 The obligations of Consultant under this Section 14 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

14.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 14 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

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

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

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

15. INSURANCE

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

- 15.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) in the annual aggregate, including products and Completed operations hazard, contractual insurance, broad form property damage, independent Consultants, personal injury.
- 15.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 15.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 15.1.4 Professional Liability insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars (\$1,000,000).

15.2 Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

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

15.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

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

15.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

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

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

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

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

15.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 14 of this Agreement.

16. MUTUAL COOPERATION

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

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

17. RECORDS AND INSPECTIONS

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

18. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

19. NOTICES

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

If to City:

Rene Bobadilla, City Manager
City of Pico Rivera
PO Box 1016
6615 Passons Blvd.
Pico Rivera, California 90660-1016
Facsimile: (562) 801-4765

If to Consultant:

Doug Franco, Vice President
700 South Flower Street, Suite 1100
Los Angeles, CA 90017
Facsimile: (213) 688-0176

With a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North,
Suite 400, West Tower
City of Industry, CA 91746
Facsimile: (562) 692-2244

20. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 14 and Paragraph 16.2 of Section 16, of this Agreement shall survive the expiration or termination of this Agreement.

21. TERMINATION

21.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on

sixty calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

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

22. ASSIGNMENT

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

23. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

23.1 In the performance of this Agreement, Consultant 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. Consultant 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.

23.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

24. CAPTIONS

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

25. NON-WAIVER

25.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

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

26. COURT COSTS

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

27. SEVERABILITY

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

28. GOVERNING LAW

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

29. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the

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

29. ENTIRE AGREEMENT

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

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

ATTEST:

City of Pico Rivera

Anna M. Jerome, City Clerk

By: _____
Brent A. Tercero, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

Consultant – Vali Cooper & Associates, Inc.

Arnold M. Alvarez-Glasman, City Attorney

By: _____
~~Doug Franco, Vice President~~

Date: _____

JOHN COLLINS, C.O.O.
Date: 7-16-19



VALI COOPER & ASSOCIATES, INC.
 CONSTRUCTION & PROGRAM MANAGEMENT

I. COVER LETTER

June 26, 2014

Mr. Rene Guerrero, P.E.
 Acting Director of Public Works/City Engineer
 City of Pico Rivera
 6615 Passons Boulevard
 Pico Rivera, California 90660-1016

Re: Proposal to Provide Construction Management Services for Traffic Signal Safety Improvements Citywide, City Project No. 21242, Federal Project No. HSIPL-5351 (023)

Dear Mr. Guerrero:

Vali Cooper and Associates, Inc. (VC&A) is pleased to submit the following proposal to provide construction management services for Traffic Signal Safety Improvements Citywide. VC&A appreciates this opportunity to present the following highly qualified team to meet your requirements for this exciting project.

Company Background and Qualifications

VC&A was founded in 1987 and since has since grown to a staff of over 175+ engineers, inspectors, and contract administrators working throughout California. Construction management and inspection is VC&A's primary focus and thus we have developed proven quality control measures and administrative procedures that enable us to perform above and beyond industry standards. We take pride in maintaining our excellent reputation within the industry through utilizing our proven resources (*people, processes and tools*) to accomplish our project objectives.

Project Team

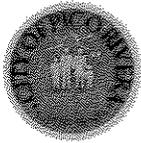
Serving as our **Contract Manager** will be **Doug Franco, PE, QSD/P**. With over 22 years of experience as a resident engineer for Caltrans, Doug has provided oversight of Caltrans projects as well as city and county projects. Assisting Doug will be **Steve Quezada, PE, QSD/P** as **Construction Manager**. Steve has more than 20 years of construction industry experience in the transportation field which includes work associated with freeway interchanges, major urban arterial improvements, freeway replacement, and capital improvement projects as well as grade separations, including your very own Passons Boulevard Grade Separation. Work will be performed from the VC&A office located at 700 South Flower Street, Suite 1100, Los Angeles, CA 90017.

Why VC&A?

VC&A is committed to providing the City with the highest quality services available within the industry and looks forward to a successful working relationship with the City of Pico Rivera. If you have any questions, or should you require any additional information, please do not hesitate to contact Doug Franco at 310-334-9952 or via email at Doug.Franco@valicooper.com.

Respectfully submitted,
VALI COOPER & ASSOCIATES, INC.

Agnes Weber, PE
 President



II. SCOPE OF WORK

As noted previously, our Steve Quezada, PE will serve as the Construction Manager on this project and along with Cesar Cerda, our Electrical Inspector, will be the main leads on the project. Steve will handle all aspects of the project and has extensive experience with the Caltrans Local Assistance Procedures Manual (LAPM). Steve will initiate a kickoff meeting with both the City of Pico Rivera and the City's Designer to establish all communication, roles and expectations of the team. Special attention will be placed on proper submittal of all documentation as required by the City of Pico Rivera, Caltrans and the LAPM.

Task 1 Construction Management

Steve will conduct the necessary pre-construction meetings, bi-weekly progress meetings and any other necessary project meetings including field meetings. Steve will coordinate any work requiring utility companies and third party stakeholders such as the City of Santa Fe Springs which maintains the City of Pico Rivera's signal systems. Information generated during these meetings will be summarized and the meeting minutes will be submitted to all pertinent parties. Separate meetings with the businesses in the areas of construction will be held so they know what to expect once construction is underway. Steve will also log and track all submittals, Request for Information, Requests for Changes, Change Orders, Field Directives, Notice of Potential Claims and Non Compliance Reports, schedules and Traffic Control Plans. All documentation will reside at the project office with any changes documented and maintained on as-built plans, which will be provided to the City at project completion. Steve will coordinate and review all material submittals and shop drawings with the designer for approval.

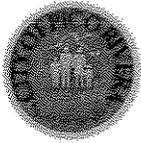
Steve will work along with Cesar to coordinate all work with the City, Local agencies, the surrounding community along with the Designer, utility agencies, contractor and subcontractors. A weekly progress report will be generated to keep all parties up to speed on construction or any pertinent issues as a result of the construction. Steve will monitor the contractors schedule to stay on track and request a recovery schedule if the project lags behind.

Steve is very experienced with the proper documentation required for projects that have federal funding. He has completed numerous projects involving Caltrans Local Agency procedures. Steve will make sure all project documentation is completed properly and maintained within the project files.

Steve will discuss any necessary design changes with the City and designer and document findings; develop solutions to issues; and provide direction and changes as required for the successful completion of the project. Steve will monitor the schedule and budget and maintain a clear understanding with the Contractor of his work progress while also maintaining open communications to complete the work on time. Steve will handle all change orders, schedule impacts, payment requests and prepare progress payments in City existing formats. Steve has recently worked with the City of Pico Rivera on the Passons Boulevard Grade Separation project and is very aware of City required documentation and forms for a seamless understanding and submittal of City requested documents. Steve also worked with the City in providing all requested information and documentation as required by Caltrans during the Passons project.

Task 2 Construction Observation

Steve, along with Cesar, will coordinate all work with essential services including City staff, Sheriff's Department, LA County Fire Department, Montebello Transit Bus Service, Utility Companies and



Surrounding Cities. They will coordinate any public outreach necessary to keep the community informed of the work and potential impacts, including temporary no Parking and potential lane closures. Steve has previously worked with the City of Pico Rivera and will use those contacts already known with the agencies in the area.

Cesar will handle inspection of the day to day operations with the contractor and meet to discuss the daily activities for each day's work. All work will be documented through daily inspection reports including quantities of materials incorporated into the work and submitted to the City on a weekly basis. He will monitor and notify the City's project manager of any noteworthy changes, specifically those which may affect budget and impact the schedule. He will monitor and coordinate any material testing requirements with our subcontractor CHJ, to make sure proper testing and documentation is completed.

Cesar will attend all project meetings including the bi-weekly meetings and provide punchlists at each phase of construction. He will verify that all work is in accordance with the plans and specifications including any City Standards, "Greenbook" Specifications and Caltrans specifications. All work will be inspected including any night work and potential weekend work

Task 3 Labor Compliance

VC&A has considerable experience maintaining records to verify the Contractor and its subcontractors comply with the wage and apprenticeship sections of the contract. Cesar will provide all documentation regarding this matter on his daily reports to include employee names, labor classification, hours worked and equipment working on the project. He will also conduct on the spot interviews noting these interviews on the appropriate EEO Interview form. In addition he will track and maintain logs to verify the contractor submits certified payrolls and/or owner operator listings for the work and that all subcontractors or equipment rental companies associated with the project comply with the requirements as well. Cross checking of all interviews, payrolls and wage rates will be done in order to determine compliance, including any force account work to make sure names, classifications and prevailing wage rates match. Posters, notices, wage determinations will also be verified as posted on the job site.

All violations will be dealt with immediately with all necessary sanctions employed for any failure to submit payrolls or any noncompliance. Reporting of these violations will be provided to the appropriate agencies. VC&A will employ a proactive approach to verifying compliance with these issues through discussion with the Contractor during the pre-construction conference and subsequent project meetings.

Task 4 Material Testing

All testing required will be done per the Caltrans requirements and the LAPM. Cesar will schedule and coordinate all material testing with our subconsultant firm CHJ. Material tests will be performed at the frequencies designated and results will be accurately reviewed, logged and filed. Failed tests will be addressed and appropriate corrective measures implemented by the contractor will be documented. All of the technicians will be skilled for the appropriate testing with current certifications on file in the project records.

Task 6 Utility and Outside Agency Coordination

Steve and Cesar will review and make sure all work to be done will not conflict with any outside utility agency work. Any potential conflicts will be addressed immediately to avoid any potential costs or delays. Utility meetings will be held once a contractor is on board in order to review the contractors schedule and windows for relocations during construction. Utility work will continually be tracked and



monitored to confirm those timely relocations. The contractors schedule will also be reviewed to confirm with the utility agencies that the schedule takes into consideration any time constraints required for their relocations. We will also verify that utilities have the understanding of the work involved and timelines to get their relocations completed. Utility relocation plans will be reviewed to prevent future conflicts with regards to both permanent and temporary conditions.

Task 7 Project Closeout

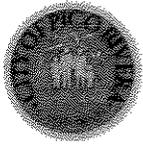
Cesar will prepare and monitor the final punchlist of remaining items of work to be completed and corrected by the contractor for final completion of the project. Coordination of final walk through of the project will be done with the City, Designer, Contractor and all affected stakeholders. Upon satisfactory completion of the project, we will submit a formal recommendation for project acceptance to the City. Steve and Cesar will finalize all construction work, including the punch list items, make sure the final payment is approved and accepted, and the project paperwork is completed and archived. All as-built information will be sent to the City’s design engineer for final preparation of the as-builts. Steve will prepare all the final construction reports including the Project Completion Report.

All issues, claims and change orders will be addressed. All documentation required by outside agencies including Caltrans and the LAPM will be completed. All project construction files will be prepared and delivered to the City in an organized and timely manner. Along with the records, a project completion report will be prepared that will include a summary of change orders and potential claims, summary of the materials tested and incorporated into the work, final project schedule and project expenditures, summary of final acceptance, and as-built drawings. The schedule for this part of the process is as sensitive as any and must be attended to efficiently. It is estimated that project closeout services will be completed within a few weeks after project acceptance.

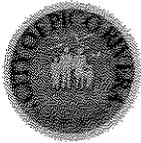
Task Description, Deliverables, and Milestones

Our work plan covers all components of pre-construction, construction, and post construction activities as requested in the RFP in a well-planned and efficient manner. This is based on lessons learned from past transportation projects we’ve managed, and this RFP. We will work with the City of Pico Rivera to carefully address and tailor our services to the City’s specific needs. Following is an “example” milestone schedule for completion of each project related activity and the associated responsible party(s). It is understood that additional, more minor tasks or services may be included in the final plan.

SERVICE	FUNCTION	BENEFIT	PERSONNEL ASSIGNED	DELIVERABLES
PRECONSTRUCTION PHASE SERVICES				
Pre-Bid. Review Process & Pre-bid Conference	Conduct Constructability Review of Plans and Specifications. Verify cost estimates and schedule. Identify potential change order and claims issues. Provide draft project schedule. Manage pre-bid conference if requested by the City. Coordinate bidder questions with designers.	CM develops early relationship with City and designer. Provide clarification for bidders to help reduce cost.	Steve Quezada & Cesar Cerda	Constructability Review Comments, Draft Construction Schedule, Conduct pre-bid conference with Agenda & Meeting minutes, Bid Documents, Q&A to bidder comments.
Pre-Construction Conference	Outline project specifics, inform contractor of project administration procedures.	Establish protocol and roles and responsibilities.	Steve Quezada	Agenda Meeting Minutes
Management Information	Implement system for organizing, tracking, filing, and managing	Better record keeping. Improved claim	Steve Quezada	Paper Files Digital Files

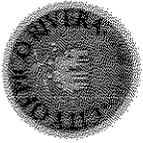


SERVICE	FUNCTION	BENEFIT	PERSONNEL ASSIGNED	DELIVERABLES
System (MIS) Document Control	paper/electronic correspondence including letters, information requests, submittals, materials test results, O&M manuals, progress payments, and change orders, etc.	resolution capabilities. Federal Reimbursement of Funds.		Correspondence Logs
CONSTRUCTION PHASE SERVICES				
Construction Management	Manage the project and enforce in accordance with the Contract Plans, Special Provisions, Caltrans Standards, Construction Manual, and Local Assistance Procedures Manual.	Administer & construct project properly. Minimize City exposure and cost. Verify that City is reimbursed for Federal Funds.	Steve Quezada	Successful project Federal Reimbursement Project Files
Weekly Meetings	Conduct weekly meetings to discuss schedule, current, and past issues.	Maintains dialogue between team members./stakeholders	Steve Quezada	Agenda Meeting Minutes
Environmental Coordination Meetings	Maintain communication and compliance with Permits	Verify compliance and prevent violations and fines	Steve Quezada	Successful project without violations and fines.
Construction Staking	Provide staking for construction	Compliance with Plans and Specs.	Contractor	RE to review Survey Notes
Materials Testing	Schedule and manage sub-consultant materials lab. Coordinate timely testing and reporting.	Provides timely testing and day to day coordination with contractor's progress to prevent delays.	Cesar Cerda & CHJ	Testing Reports. Materials are provided and placed in accordance to Caltrans Specs.
Issues Management	Analyze issues, seek appropriate advice, and give recommendations.	Provide solutions to actual field conditions. Minimize delays.	Steve Quezada	Design Clarifications Contract Change Orders
Schedule	Monitor contractor's schedule weekly. Notify parties of actual or potential deviation from schedule. Work with project team to correct noncompliance with schedule.	Better project coordination. Fewer delays. Fewer time related disputes.	Steve Quezada	Weekly Reports Schedule Reports "As-built" Schedule and construction photos/videos
Cost Control	Monitor project funding. Monitor project budgets. Review contract item payments, material quantities, and change order payments.	Effective use of funds. Early warning of potential funding problems.	Steve Quezada	Budget Reports Cost Estimate Reviews
Change Orders	Review potential change orders (CO) for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work. Negotiate and prepare CO's for execution. Keep City apprised of impact of cumulative CO's.	Change orders reflect fair price for added or deleted work.	Steve Quezada	Independent Cost Estimates Change Orders Ready for Execution Change Order Summary Reports
Potential Claims/ Dispute Resolution	Identify potential claims issues. Review claims for merit, document, make recommendations, and implement procedures for reducing the likelihood of disputes and claims.	Disputes are avoided or resolved quickly reducing cost.	Steve Quezada	Dispute Avoidance Procedures Recommendations



SERVICE	FUNCTION	BENEFIT	PERSONNEL ASSIGNED	DELIVERABLES
	Assist in the resolution of disputes.			
Issue Management	Analyze issues, seek appropriate advice, and give recommendations.	Provides solutions to actual field conditions. Minimize delays.	Steve Quezada	Design Clarifications Contract Change Orders
Quality Control/ Inspection	Observe and monitor all aspects of project. Notify contractor of non-conforming work. Prepare daily inspection reports. Provide photo documentation of construction.	Completed project meets expectations for quality and functionality.	The Entire VC&A Team	Photography and Video tapes Project Files Daily Inspection Reports
Traffic Management	Coordinate, process, and obtain approval for closure of per Plans.	Verify no conflicts with other projects. Keep public informed.	Steve Quezada & Cesar Cerda	Safe Closure Approvals
Public Relations	Communicate with local residents and businesses regarding temporary construction impacts, such as closures, traffic changes, limited access and construction schedule.	Minimizes public complaints. RE will be point of contact.	Steve Quezada	Verbal and Written Notices Delivered to Local Residents and Businesses. Attend community meetings
Permit / Environmental Compliance	Review and enforce requirements stipulated in permits issued by regulatory/environmental agencies.	Minimize or eliminate violations of permit requirements.	Steve Quezada	Daily Inspection Reports Correspondence
Progress Payments	Review contractor's payment requests. Verify contractor pay items. Prepare payment documentation for execution.	Verifies accuracy of quantities and payment. Controls project cost.	Steve Quezada	Progress Payment Vouchers, Daily Inspection Reports, Quantity Calculations
Site Safety	Review and monitor contractor's safety program for compliance with Cal/OSHA. Notify contractor if unsafe condition is observed.	Jobsite is safer. Avoids litigation.	Steve Quezada & Cesar Cerda	Accident Reports Monthly Reports
CLOSEOUT PHASE SERVICES				
"As-Built" Drawings	Collect, review, and transmit contractor's data to engineer.	Changes are incorporated into record drawings.	Steve Quezada & Cesar Cerda	Data for Record Drawings
Final Walkthrough	Make final inspections. Prepare punchlist. Verify that required certificates of compliance, as-built drawings have been delivered.	Project is completed according to contract. Paperwork required of contractor is delivered.	Steve Quezada & Cesar Cerda	Punch list
Project Completion Report/Final Payment	Process final payment to contractor. File Notice of Completion. Prepare final report. Deliver project records to City. Prepare reports in accordance to LAPM.	Paperwork is completed. Audit trail is completed. Verifies Federal reimbursement.	Steve Quezada	Final Progress Payment Notice of Completion Final Report

- All consultant personnel provided to the City are employees of VC&A and/or agents (sub-consultants) and are under direct supervision and control of the Contract Manager. VC&A shall perform all services in accordance with City and Caltrans criteria and guidelines.
- VC&A daily reports, extra work diaries, materials testing reports, and other reports to be used on the project will be in compliance with the Caltrans LAPM, Construction Manual, Standards and Procedures and have successfully passed Caltrans and Federal audits.
- VC&A reports, calculations, measurements, test data, and other documentation will be prepared on forms specified by or otherwise acceptable to City.
- VC&A staff is provided with a company vehicle, cell phones, and computers/laptops.



FEE PROPOSAL

The fee rate schedule for anticipated services the City of Pico Rivera Traffic Signal Safety Improvements Citywide Project follows.

Task/Classifications	Construction Manager (Hrs)	Public Works Observer (Hrs)	ETC. (Hrs)	Total Hours	Sub Consultant Fees	Total Cost
HOURLY RATE	\$178.00	\$136.50				
Construction Management	40			40		\$7,120.00
Construction Observation		640		640		\$87,360.00
Labor Compliance				0		\$0.00
Material Testing Services					\$500.00	\$500.00
Utility and Outside Agency Coordination				0		\$0.00
Project Close-Out				0		\$0.00
TOTALS	40	640		680		\$94,980.00

Explanation of Rates

1. Rates are valid through 2014. All rates are straight-time rates and subject to negotiation based on the nature of a specific assignment.
2. Our employees are compensated in conformance with prevailing wage requirements and the California Labor Code. We bill for our services in the same manner.

This not-to-exceed fee is based on an **80-day working period**. Public Works Observer shall be provided for the **entire 80 working day period**. Additional services needed beyond the contract specified shall require prior approval from the City. **NO LUMP SUM FEES WILL BE ACCEPTED. THIS INCLUDES MATERIAL TESTING SERVICES.**

**TRAFFIC SIGNAL SAFETY IMPROVEMENTS CITYWIDE PROJECT
FEDERAL PROJECT NOS. HSIPL- 5351(023)
CIP NO. 21242**

Consultant Bid Summary

Final Ranking	Consultant	Fee Proposal	Compliance with RFP
1.	Vali Cooper and Associates , Inc.	\$94,980.00	Yes
2.	Elie Farah Inc.	\$93,216.00	No
3.	Transportation and Energy Solutions, Inc	\$142,425.70	Yes

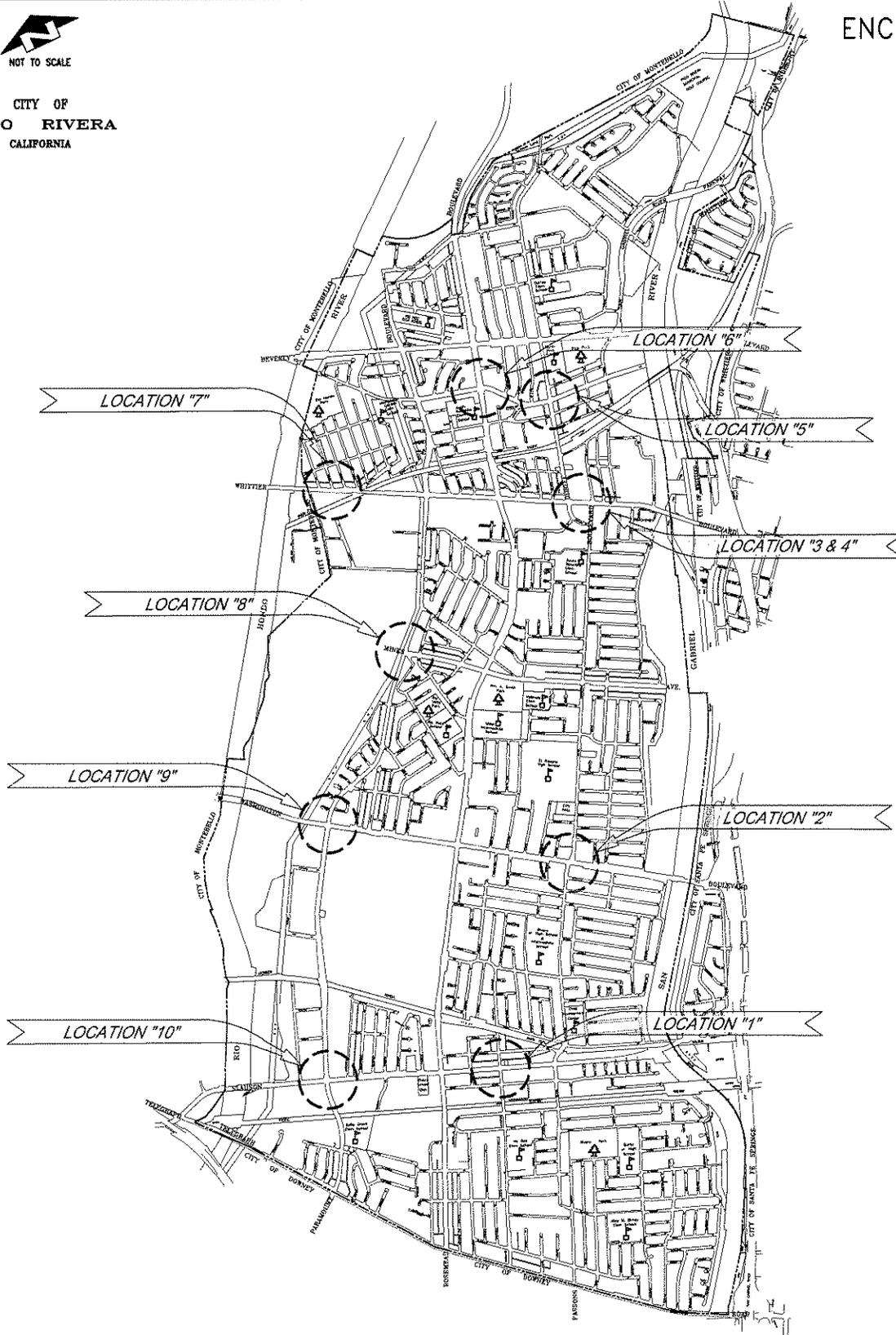
Non Responsive Firms
MNS Engineers, Inc.
Harris and Associates
PSOMAS
Hatzog and Crabill, Inc.



NOT TO SCALE

CITY OF
PICO RIVERA
CALIFORNIA

ENCLOSURE 3



LEGEND:

-  SCHOOL
-  PARK



CITY OF PICO RIVERA

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION

HIGHWAY SAFETY IMPROVEMENT PROGRAM - INDEX MAP

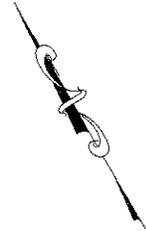
PREPARED BY: M. NGUYEN

SCALE: NOT TO SCALE

DATE: 12-07-10

CITY OF PICO RIVERA

CIP 21242 - SPEED RADAR SIGNS Vicinity Map



NOT TO SCALE

LEGEND:

-  CITY BOUNDARY
-  PLANNING SPEED RADAR FEEDBACK LOCATION



To: Mayor and City Council
From: City Manager
Meeting Date: July 22, 2014
Subject: HUMAN RESOURCES SENIOR MANAGER

Recommendation:

Approve upgrading the Human Resources Manager position to Human Resources Senior Manager position.

Fiscal Impact: \$18,648 of additional salary and benefits.

Discussion:

The City has conducted two recruitments for the Human Resources Manager, but we have been unable to fill the position. During the latest recruitment, the City made a job offer to a candidate; however, the candidate declined the City's offer. The candidate said the pay and overall benefits were too low.

Staff consulted with Bob Murray and Associates to discuss options for moving forward. Mr. Murray suggested the City consider upgrading the position to create a more competitive package. Mr. Murray believes this will increase our ability to attract a greater number of qualified candidates. Staff agrees with Mr. Murray's assessment.

Therefore, staff seeks Council approval for an upgrade in the current vacant position from a Manager to a Senior Manager position.

René Bobadilla

RB:MM:mm



To: Mayor and City Council
From: City Manager
Meeting Date: July 22, 2014
Subject: CONTRACT FOR ACCOUNTING SERVICE

Recommendation:

Authorize the City Manager to amend Agreement No. 14-1464 in an amount “not to exceed” \$90,000.

Fiscal Impact:

This agreement is essential to maintain and support critical services in the Finance Department. The Finance Department budgeted \$90,000 in Contract Services for this purpose (010-0800-44500).

Discussion:

The Finance Department has utilized consultants to assist in the workload for some time due to vacancies in the department. The consultant that has helped the City with year-end closing has limited availability this year.

The City is currently recruiting for the position of Accountant II or III, so the City brought in MV Cheng & Associates (MV Cheng) about four months ago to provide additional accounting assistance. One of the primary reasons for retaining MV Cheng is that they also train replacement staff. MV Cheng have provided specialized services including year-end closing to other municipalities such as the cities of Glendora, Colton, Los Alamitos, La Puente, and West Hollywood.

Staff recommends amending Agreement No. 14-1464 with MV Cheng to cover both 1) general accounting services on a part-time basis and 2) year-end closing services on an as needed basis. The hourly rate for general accounting service will remain \$50 per hour, but year-end closing will have hourly rates from \$65 to \$75 per hour. The combined “not to

COUNCIL AGENDA MEMO – MTG. OF 7/22/14

CONTRACT FOR ACCOUNTING SERVICE

Page 2

exceed amount” for general and specialized accounting services is \$90,000.

Misty V. Cheng is the President and CEO of MV Cheng & Associates and has seventeen (17) years of municipal accounting experience as auditor, accountant, and Finance Director. Ms. Cheng has a Bachelor of Science Degree in Accounting and a Masters Degree in Public Administration.

A handwritten signature in black ink, appearing to read "René Bobadilla". The signature is fluid and cursive, with a long horizontal stroke at the end.

René Bobadilla

MM:mm

Attachment 1 – Amendment to Agreement No. 14-1464

Attachment 2 – Agreement No. 14-1464

**AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
WITH MV CHENG & ASSOCIATES, AGREEMENT NO. 14-1464**

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 14-1464 FOR PROFESSIONAL SERVICES WITH MV CHENG & ASSOCIATES ("Amendment No. 1"), effective as of the date specified in paragraph 3 hereof, is made and entered into by and between the CITY OF PICO RIVERA ("CITY"), and MV CHENG & ASSOCIATES, ("CONTRACTOR").

RECITALS

- A. CITY and CONTRACTOR (collectively referred to as the "PARTIES") have previously executed that certain *Agreement for Professional Services, Agreement No. 14-1464* ("Agreement") relating to professional services in the City of Pico Rivera.
- B. The PARTIES desire to amend Section 2 of the Agreement as set forth herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**1. MODIFICATION OF SCOPE OF SERVICES, AND COST PER HOUR.
SECTION 2(a) SHALL BE MODIFIED TO READ:**

Contractor shall provide (i) general accounting services and shall be compensated at an hourly rate of \$50 per hour, and (ii) specialized accounting services including assistance with the year-end closing and shall be compensated at hourly rates of (A) Misty V. Cheng: \$75 per hour, and (B) all other MV Cheng associates: \$65 per hour. Total compensation shall not exceed \$90,000

2. EFFECT OF AMENDMENTS.

Except as modified herein, either expressly or by necessary implication, the terms and provisions of the Agreement between the CITY and CONTRACTOR shall remain in full force and effect. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

3. EFFECTIVE DATE.

Unless otherwise specified herein, this Amendment No. 1 shall become effective as of the date set forth below on which the last of the parties, whether CITY or CONTRACTOR, executes this Amendment No.1.

[End of Amendment No.1. Signatures to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

“CITY”
CITY OF PICO RIVERA

“CONTRACTOR”
(MV CHENG & ASSOCIATES)

René Bobadilla, City Manager

Title: _____

Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM

Anna M. Jerome, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT NO. 14-1464

THIS AGREEMENT is made and entered into on March 6 2014 by the City of Pico Rivera, a municipal corporation, (hereinafter referred to as "CITY") and **MV Cheng & Associates** (hereinafter referred to as "CONTRACTOR").

SECTION 1. RECITALS.

WHEREAS, the CITY is in need of accounting assistance; and

WHEREAS, the CITY desires to retain the services of a qualified professional consultant to assist in accounting services; and

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

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

SECTION 2. SERVICES.

- a. CONTRACTOR shall provide accounting services and shall be compensated at an hourly rate of \$50 per hour, not to exceed \$29,000.
- b. CITY understands and hereby agrees that the services provided by CONTRACTOR under this Agreement will be performed wholly or in large part by CONTRACTOR.
- c. CITY agrees to cooperate with, and to provide all necessary information and assistance to, CONTRACTOR in order that CONTRACTOR may fulfill its obligations pursuant to this Agreement.
- d. CONTRACTOR agrees to provide the services solely utilizing individuals who are not retirees from the California Public Employees' Retirement System (CalPERS).

SECTION 3. TERM.

This Agreement shall commence on March 6, 2014, and shall expire on June 30, 2015, unless sooner terminated or amended thereafter.

SECTION 4. PERFORMANCE.

- a. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.
- b. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.
- c. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. CONTRACTOR shall have the right to retain, subject to CITY'S approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONTRACTOR.
- e. CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.
- f. CONTRACTOR will perform tasks assigned by the CITY; CONTRACTOR shall only perform requested projects and tasks on an as-needed basis, not to exceed any limitations or conditions stated herein.

SECTION 5. WORK PRODUCT.

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its elected officials, officers,

employees or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR'S employees or CONTRACTOR'S subcontractors for injury or sickness arising out of performing services hereunder.

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

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

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. PERS ELIGIBILITY INDEMNITY

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

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

a. Automobile liability for owned, hired and non-owned vehicles utilized by CONTRACTOR, its employees or subcontractors, in the amount of \$100,000.00 per occurrence; and

b. CONTRACTOR shall obtain and maintain during the life of this Agreement Workers Compensation Insurance for its employees and subcontractors (if any).

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

SECTION 16. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein

AGREEMENT NO. 14-1464

Page 6

are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

SECTION 17. WAIVER.

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

SECTION 18. GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES & COSTS.

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

SECTION 20. WARRANTIES

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

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

SECTION 21. MISCELLANEOUS

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

SECTION 22. NOTICE.

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

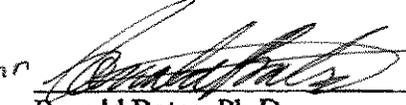
MV Cheng & Associates
2021 Oakdale Street
Pasadena, CA 91107

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

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

CITY OF PICO RIVERA

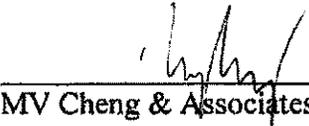
Dated: 3/27/14



Ronald Bates, Ph.D.
City Manager

CONTRACTOR

Dated: _____



MV Cheng & Associates

ATTEST:



Anna J. Jerome, CMC, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney



To: Mayor and City Council

From: City Manager

Meeting Date: July 22, 2014

Subject: PASSONS BOULEVARD AND DURFEE AVENUE CORRIDOR IMPROVEMENTS, CIP NO. 21260 – AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION

Recommendation:

- 1) Approve Plans, Specifications and Estimate (PS&E) for the Passons Boulevard and Durfee Avenue Corridor Improvements, CIP No. 21260, State ID. No. 5351 (026);
- 2) Authorize the City Clerk to publish the Notice Inviting Bids; and
- 3) Approve the Notice of Exemption for the subject project and authorize the City Clerk to file with the County Recorder.

Fiscal Impact: \$401,400 (State Safe Routes to School (SR2S) Fund)
\$ 44,600 (Transportation Development Act – TDA)
\$446,000 Total Grant Budget

Discussion:

The Passons Boulevard and Durfee Avenue Corridor Improvements Project (Corridor Project) is in the City's Capital Improvement Program. The objective of the project is to improve the safety of pedestrians through the construction of traffic calming measures at various locations along Passons Boulevard and Durfee Avenue. This will be accomplished as follows: (1) enhancing the Mines Avenue and Passons Boulevard Intersection with corner bulb-outs with four-way flashing stop signs; (2) through the installation of a high visibility crosswalk and two-way flashing stop signs at the intersection of Passons Boulevard and Balfour Street; and (3) by replacing the antiquated traffic signal at the intersection of Durfee Avenue and Beverly Road. A flashing beacon at the intersection of Marjorie Street and Passons Boulevard was initially proposed as part of the Corridor Project. However, the traffic analysis completed for this project did not recommend flashing beacons due to the false sense of security they provide to pedestrians.

On November 12, 2013, the City Council awarded a design contract for the Corridor Project. The design phase is complete and the Corridor Project is ready for bid and construction.

Pursuant to the guidelines of the California Environmental Quality Act, the Corridor Project is categorically exempt under Class 1(c) for existing facilities. Under CEQA, a project is exempt if the scope of work is limited to the installation, modification and replacement of existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and traffic signals, among other facilities.

The engineer's estimate for construction is \$345,000 and it will be funded with State funds, and Transportation Development Funds. The total project budget is \$446,000 which will fund design, construction support, construction management, job costing, and other miscellaneous services such as Pico Water District Fees.

The estimated schedule for construction is:

- Authorization to Advertise..... July 2014
- Bid Opening..... September 2014
- Award Construction..... October 2014
- Construction..... October 2014 to February 2015

Plans and specifications are available for review in the Public Works Department.



René Bobadilla

RB:JE:GD:lg

Enc.

- 1) Location Map
- 2) Notice of Exemption

Notice of Exemption**Appendix E**

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Los Angeles
12400 Imperial Highway
Norwalk, CA 90650

From: (Public Agency): City of Pico Rivera
6615 Passons Boulevard
Pico Rivera, CA 90660

(Address)

Project Title: Passons Boulevard and Durfee Avenue Corridor Improvements, CIP No. 21260

Project Applicant: City of Pico Rivera

Project Location - Specific:

The project is located within the City of Pico Rivera's City Limits. The improvements are located at the following intersections: Passons Blvd at Balfour St, Passons Blvd at Mines Ave, and Durfee Ave at Berverly Rd.

Project Location - City: City of Pico Rivera Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:

Construction of corner bulb-outs, raised median islands and a four-way flashing stop sign at Mines Ave/ Passons Blvd, (2) installation of a high visibility crosswalk, and a two-way flashing stop sign at Passons Blvd and Balfour Ave. and, (3) removal and replacement of the signal at Durfee Ave. and Beverly Rd.

Name of Public Agency Approving Project: City of Pico Rivera

Name of Person or Agency Carrying Out Project: James Enriquez, Dir. of Public Works/City Engineer

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: Class 1 (c), Section 15301
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

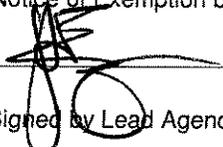
Pursuant to the guidelines of the California Environmental Quality Act (CEQA), the project is categorically exempt under Section 15301, Class 1 (c) for existing facilities, due to the project consisting of maintenance, and minor alteration of an existing roadway, which includes sidewalk, curb and gutter, drive approaches, ADA ramps and the upgrade of traffic signal within public right of way.

Lead Agency

Contact Person: James Enriquez Area Code/Telephone/Extension: (562) 801-4225

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature:  Date: 7/15/14 Title: Dir. of Public Works/City Engineer

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____