



CITY COUNCIL

A G E N D A

Tuesday, August 26, 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. 6774
Next Ordinance No. 1088
Next Agreement No. 14-1535

COMMISSIONERS SCHEDULED TO BE PRESENT:

Ruben Garcia, Planning Commission
Joseph Palombi, Parks & Recreation Commission

INVOCATION:

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATIONS: None.

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

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

PUBLIC HEARING:

1. Public Hearing – 2014 Congestion Management Program. (1300)

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

- 1. Open the Public Hearing and adopt the Resolution affirming City conformance with the Congestion Management Plan.

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, FINDING THE CITY TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE CMP LOCAL DEVELOPMENT REPORT, IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 65089

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.

2. Minutes:

- City Council regular meeting of July 22, 2014; Special meeting of August 8, 2014 and August 13, 2014

Recommendation: Approve

- Parks & Recreation regular meeting of June 12, 2014 and July 10, 2014

Recommendation: Receive and file

3. 3rd Warrant Register of the 2014-2015 Fiscal Year. (700)

Check Numbers: 262814-263326

Special Checks Numbers: None

Recommendation: Approve

4. Approval of Government Outreach to Provide a Citizen Relationship Management (CRM) System and Mobile Application System.

Recommendation:

1. Approve Government Outreach to provide a CRM System and Mobile Application System.

5. Designation of Voting Delegate. (100)

Recommendation:

1. Appoint Brent A. Tercero as voting delegate and Bob J. Archuleta as alternate for the 2014 Annual League of California Cities Conference.

6. Pacific Graphics, Inc. Printing Agreement for Profile Newsletter and Parks and Recreation Guide. (500)

Recommendation:

1. Approve printing services agreement and purchase order for Pacific Graphics, Inc. in an amount "not to exceed" \$173,254.50 for the citywide newsletter the Pico Rivera Profile and the Parks and Recreation Guide for fiscal years 2014-2017.

Agreement No. 14-1469

7. Residential Resurfacing Program, Phase "F" – Cape Seal Project, CIP No. 21292 – Authorization to Advertise for Construction. (500)

Recommendations:

1. Approve Plans, Specifications and Estimate (PS&E) for the Residential Resurfacing Program, Phase "F", Cape Seal Project, CIP No. 21292, and authorize the City Clerk to publish the Notice Inviting Bids, and
2. Approve the Notice of Exemption (NOE) for the subject project and authorize the City Clerk to file the NOE with the County Recorder.

8. Sidewalk Improvement Project, CIP No. 21290 – Authorization to Advertise for Construction. (500)

Recommendations:

1. Approve Plans, Specifications and Estimate (PS&E) for the Sidewalk Improvement Project, CIP No. 21290; and authorize the City Clerk to publish the Notice Inviting Bids; and
2. Approve the Notice of Exemption (NOE) for the subject project and authorize the City Clerk to file the NOE with the County Recorder.

9. Rosemead Boulevard Pedestrian Bridge Rehabilitation and Beautification Project, CIP No. 21240 – Reject all Bids. (500)

Recommendation:

1. Reject all submitted bids for the Rosemead Boulevard Pedestrian Bridge Rehabilitation and Beautification Project, CIP No. 21240.

10. Tree Maintenance Services, RFB 2014-PW02 – Award Service Contract. (500)

Recommendations:

1. Award a three-year service contract in the amount of \$716,855.00 to Trimming Land Company, Inc. for Tree Maintenance Services; and
2. Authorize the Mayor to execute the contract in a form approved by the City Attorney.

Agreement No. _____

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

Recommendations:

1. Award a three-year service contract in the amount of \$172,152 to General Building Management for Janitorial Services; and
2. Authorize the Mayor to execute the contract in a form approved by the City Attorney.

Agreement No. _____

12. Park Landscape Mowing Services, RFB 2014-PW01 – Award Service Contract. (500)

Recommendations:

1. Award a three-year service contract in the amount of \$261,723 to BMC Landscape Management, Inc. for park landscape mowing services; and
2. Authorize the Mayor to execute the contract in a form approved by the City Attorney.

Agreement No. _____

13. Speed Limits Resolution – Engineering and Traffic Survey City Wide. (1200)

Recommendation:

1. Adopt Resolution approving Engineering and Traffic Survey recommendations regarding speed limits along City street segments, as described in said Resolution.

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, DESIGNATING SPEED LIMITS FOR CERTAIN CITY STREETS

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

LEGISLATION:

14. Single-Use Plastic Bag Ordinance.

Recommendation:

1. Adopt a Resolution supporting the restriction of the use of single-use carry out bags.

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, SUPPORTING THE BAN OF ALL SINGLE-USE SHOPPING BAGS (PLASTIC, PAPER AND BIODEGRADABLE)

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 (d) paragraph (1)

Jeff Tracy, Inc. dba Land Forms Construction v. City of Pico Rivera

Case No. VC063151

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 22nd day of August 2014.

Dated this 22nd, day of August 2014



Anna M. Jerome, CMC

City Clerk

SB343 NOTICE

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



To: Mayor and City Council

From: City Manager

Meeting Date: August 26, 2014

Subject: PUBLIC HEARING – 2014 CONGESTION MANAGEMENT PROGRAM

Recommendation:

Open the Public Hearing and adopt the Resolution affirming City conformance with the Congestion Management Program.

Fiscal Impact:

There is no fiscal impact to the General Fund. However, failure to adopt a resolution for self-certification of conformance with the requirement of the Congestion Management Program may jeopardize the City's share of future state and federal transportation programming funds.

Discussion:

The Congestion Management Program (CMP) is a state-mandated program approved with the passage of Proposition 111 in 1990. The basis for the CMP is that land-use decisions impact the regional transportation system and cities approving developments should be held accountable for alleviating traffic congestion for the projects approved within their jurisdiction. The state statute required the development of a CMP report to be adopted and updated annually for every county and local government and submitted to Los Angeles County Metropolitan Transportation Authority (Metro).

Receipt of state gas tax money and eligibility for other state and federal transportation programming funds depend on the City maintaining annual compliance with CMP requirements. These requirements include biennial traffic counts for designated arterial

intersections and continued implementation of the previously adopted Transportation Demand Management Ordinance and the Land Use Analysis Program.

The City is required to submit the Local Development Report (LDR) which contains the City's net development activity for the year. This Local Development Report (LDR) was previously based on a positive point system showing net growth being off-set by certain transportation improvements and maintaining a credit balance. Metro froze local jurisdiction's credit balances pending a study to determine the feasibility of a countywide impact fee. However, cities must continue to report their new net development activity just as in prior years.

City staff will submit the adopted resolution and the 2014 CMP Local Development report to Metro for conformance before the September 1 deadline.



Renè Bobadilla

Attachments:

- 1.) Resolution
- 2.) Local Development Report
- 3.) Copy of Public Hearing Notice

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, FINDING THE CITY TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE CMP LOCAL DEVELOPMENT REPORT, IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 65089

WHEREAS, CMP statute requires the Los Angeles County Metropolitan Transportation Authority (“LACMTA”), acting as the Congestion Management Agency for Los Angeles County, to annually determine that the County and cities within the County are conforming to all CMP requirements; and

WHEREAS, LACMTA requires submittal of the CMP Local Development Report by September 1 of each year; and

WHEREAS, the City Council held a noticed public hearing on August 26, 2014.

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

SECTION 1. That the City has taken all of the following actions, and that the City is in conformance with all applicable requirements of the 2010 CMP adopted by the LACMTA Board on October 28, 2010.

By June 15, of odd-numbered years, the City will conduct annual traffic counts and calculated levels of service for selected arterial intersections, consistent with the requirements identified in the CMP Highway and Roadway System chapter.

The City has locally adopted and continues to implement a transportation demand management ordinance, consistent with the minimum requirements identified in the CMP Transportation Demand Management chapter.

The City has locally adopted and continues to implement a land use analysis program, consistent with the minimum requirements identified in the CMP Land Use Analysis Program chapter.

The City has adopted a Local Development Report, attached hereto and made a part hereof, consistent with the requirements identified in the 2010 CMP. This report balances traffic congestion impacts due to growth within the City with transportation improvements, and demonstrates that the City is meeting its responsibilities under the Countywide Deficiency Plan consistent with the LACMTA Board adopted 2003 Short Range Transportation Plan.

SECTION 2. That the City Clerk shall certify to the adoption of this Resolution and shall forward a copy of this Resolution to the Los Angeles County Metropolitan Transportation Authority.

RESOLUTION NO. _____

Page 2 of 2

APPROVED AND ADOPTED this 26th day of August, 2014 by members of the City Council of the City of Pico Rivera, voting as follows:

Brent A. Tercero, Mayor

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, City Clerk

Arnold M. Alvarez-Glassman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:

City of Pico Rivera

Date Prepared: August 11, 2014

2014 CMP Local Development Report

Reporting Period: JUNE 1, 2013 - MAY 31, 2014

Contact: Julia Gonzalez

Phone Number: (562) 801-4332

**CONGESTION MANAGEMENT PROGRAM
FOR LOS ANGELES COUNTY**

2014 DEFICIENCY PLAN SUMMARY

*** IMPORTANT: All "#value!" cells on this page are automatically calculated.
Please do not enter data in these cells.**

DEVELOPMENT TOTALS

RESIDENTIAL DEVELOPMENT ACTIVITY

Dwelling Units

Single Family Residential	1.00
Multi-Family Residential	0.00
Group Quarters	0.00

COMMERCIAL DEVELOPMENT ACTIVITY

1,000 Net Sq.Ft.²

Commercial (less than 300,000 sq.ft.)	2.00
Commercial (300,000 sq.ft. or more)	0.00
Freestanding Eating & Drinking	0.00

NON-RETAIL DEVELOPMENT ACTIVITY

1,000 Net Sq.Ft.²

Lodging	0.00
Industrial	0.00
Office (less than 50,000 sq.ft.)	0.00
Office (50,000-299,999 sq.ft.)	0.00
Office (300,000 sq.ft. or more)	0.00
Medical	0.00
Government	0.00
Institutional/Educational	0.00
University (# of students)	0.00

OTHER DEVELOPMENT ACTIVITY

Daily Trips

ENTER IF APPLICABLE	0.00
ENTER IF APPLICABLE	0.00

EXEMPTED DEVELOPMENT TOTALS

Exempted Dwelling Units	0
Exempted Non-residential sq. ft. (in 1,000s)	0

2. Net square feet is the difference between new development and adjustments entered on pages 2 and 3.

City of Pico Rivera
2014 CMP Local Development Report
Reporting Period: JUNE 1, 2013 - MAY 31, 2014

Date Prepared: August 11, 2014

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

PART 1: NEW DEVELOPMENT ACTIVITY

RESIDENTIAL DEVELOPMENT ACTIVITY

Category	Dwelling Units
Single Family Residential	1.00
Multi-Family Residential	0.00
Group Quarters	0.00

COMMERCIAL DEVELOPMENT ACTIVITY

Category	1,000 Gross Square Feet
Commercial (less than 300,000 sq.ft.)	6.00
Commercial (300,000 sq.ft. or more)	0.00
Freestanding Eating & Drinking	0.00

NON-RETAIL DEVELOPMENT ACTIVITY

Category	1,000 Gross Square Feet
Lodging	0.00
Industrial	0.00
Office (less than 50,000 sq.ft.)	0.00
Office (50,000-299,999 sq.ft.)	0.00
Office (300,000 sq.ft. or more)	0.00
Medical	0.00
Government	0.00
Institutional/Educational	0.00
University (# of students)	0.00

OTHER DEVELOPMENT ACTIVITY

Description (Attach additional sheets if necessary)	Daily Trips (Enter "0" if none)
ENTER IF APPLICABLE	0.00
ENTER IF APPLICABLE	0.00

City of Pico Rivera
2014 CMP Local Development Report
Reporting Period: JUNE 1, 2013 - MAY 31, 2014

Date Prepared: August 11, 2014

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

PART 2: NEW DEVELOPMENT ADJUSTMENTS

IMPORTANT: Adjustments may be claimed only for 1) development permits that were both issued and revoked, expired or withdrawn during the reporting period, and 2) demolition of any structure with the reporting period.

RESIDENTIAL DEVELOPMENT ADJUSTMENTS

Category	Dwelling Units
Single Family Residential	0.00
Multi-Family Residential	0.00
Group Quarters	0.00

COMMERCIAL DEVELOPMENT ACTIVITY

Category	1,000 Gross Square Feet
Commercial (less than 300,000 sq.ft.)	4.00
Commercial (300,000 sq.ft. or more)	0.00
Freestanding Eating & Drinking	0.00

NON-RETAIL DEVELOPMENT ACTIVITY

Category	1,000 Gross Square Feet
Lodging	0.00
Industrial	0.00
Office (less than 50,000 sq.ft.)	0.00
Office (50,000-299,999 sq.ft.)	0.00
Office (300,000 sq.ft. or more)	0.00
Medical	0.00
Government	0.00
Institutional/Educational	0.00
University (# of students)	0.00

OTHER DEVELOPMENT ACTIVITY

Description (Attach additional sheets if necessary)	Daily Trips (Enter "0" if none)
ENTER IF APPLICABLE	0.00
ENTER IF APPLICABLE	0.00

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

PART 3: EXEMPTED DEVELOPMENT ACTIVITY
(NOT INCLUDED IN NEW DEVELOPMENT ACTIVITY TOTALS)

Low/Very Low Income Housing	<input type="text" value="0"/>	Dwelling Units
High Density Residential Near Rail Stations	<input type="text" value="0"/>	Dwelling Units
Mixed Use Developments Near Rail Stations	<input type="text" value="0"/>	1,000 Gross Square Feet
	<input type="text" value="0"/>	Dwelling Units
Development Agreements Entered into Prior to July 10, 1989	<input type="text" value="0"/>	1,000 Gross Square Feet
	<input type="text" value="0"/>	Dwelling Units
Reconstruction of Buildings Damaged due to "calamity"	<input type="text" value="0"/>	1,000 Gross Square Feet
	<input type="text" value="0"/>	Dwelling Units
Reconstruction of Buildings Damaged in Jan. 1994 Earthquake	<input type="text" value="0"/>	1,000 Gross Square Feet
	<input type="text" value="0"/>	Dwelling Units
Total Dwelling Units	<input type="text" value="0"/>	
Total Non-residential sq. ft. (in 1,000s)	<input type="text" value="0"/>	

Exempted Development Definitions:

1. Low/Very Low Income Housing: As defined by the California Department of Housing and Community Development as follows:
 - Low-Income: equal to or less than 80% of the County median income, with adjustments for family size.
 - Very Low-Income: equal to or less than 50% of the County median income, with adjustments for family size.
2. High Density Residential Near Rail Stations: Development located within 1/4 mile of a fixed rail passenger station and that is equal to or greater than 120 percent of the maximum residential density allowed under the local general plan and zoning ordinance. A project providing a minimum of 75 dwelling units per acre is automatically considered high density.
3. Mixed Uses Near Rail Stations: Mixed-use development located within 1/4 mile of a fixed rail passenger station, if more than half of the land area, or floor area, of the mixed use development is used for high density residential housing.
4. Development Agreements: Projects that entered into a development agreement (as specified under Section 65864 of the California Government Code) with a local jurisdiction prior to July 10, 1989.
5. Reconstruction or replacement of any residential or non-residential structure which is damaged or destroyed, to the extent of > or = to 50% of its reasonable value, by fire, flood, earthquake or other similar calamity.
6. Any project of a federal, state or county agency that is exempt from local jurisdiction zoning regulations and where the local jurisdiction is precluded from exercising any approval/disapproval authority. These locally precluded projects do not have to be reported in the LDR.

WHITTIER DAILY NEWS

Legal Notice

Legal Notice

Legal Notice

Legal Notice

Legal Notice

**CITY OF PICO RIVERA
NOTICE OF PUBLIC HEARING FOR
2014 CONFORMANCE SELF CERTIFICATION WITH THE
CONGESTION MANAGEMENT PLAN**

NOTICE IS HEREBY GIVEN that a public hearing will be held before the City of Pico Rivera City Council to consider adoption of a Resolution finding that the City of Pico Rivera is in conformance with the Congestion Management Program (CMP) and is adopting the Local Development Report.

The Resolution certifies that the City is in conformance with the following aspects of the Congestion Management Program: conduct biennial traffic counts and calculated levels of service for selected intersections; continue to implement the adopted Transportation Demand Management (TDM) Ordinance; continue to implement the Land Use Analysis Program and adopt the 2009 Local Implementation Report. Adoption of this Resolution allows the City of Pico Rivera to maintain compliance with the State mandated Congestion Management Program enacted by the California Legislature.

WHEN: August 26, 2014 - 6:00 p.m.

WHERE : City Hall Council Chambers
6615 Passons Boulevard
Pico Rivera, California 90660

MAIL: PO Box 1016 **TELEPHONE:** (562) 801-4332

PERSONS INTERESTED IN THIS MATTER are invited to attend this hearing to express their opinion on the above matter. The Resolution and relevant documents may be reviewed at City Hall in the Community Development Department-Planning Division. If you challenge the aforementioned entitlements in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Pico Rivera City Clerk at, or prior to the public hearing.

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 contact Anna M. Jerome at (562) 801-4389 if special program accommodations are necessary and/or if program 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.

Published: Aug 15, 2014

Whittier Daily News

#558461



Tuesday, July 22, 2014

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

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

PRESENT: Archuleta, Camacho, Salcido, Tercero

ABSENT: Armenta (excused)

COMMISSIONERS PRESENT: None.

INVOCATION: Councilmember Archuleta

PLEDGE OF ALLEGIANCE: Councilmember Camacho

SPECIAL PRESENTATIONS:

- Proclamation Recognizing National Night Out

1ST PERIOD OF PUBLIC COMMENT – AGENDA ITEMS ONLY:

Elizabeth McRay, representative of PTM General Services:

- Addressed the City Council regarding Item No. 5, award of contract and compliance with required documents.

Brian Mendoza, representative of PTM General Services:

- Addressed the City Council regarding Item No. 5 and the award of contract.

CONSENT CALENDAR:

1. **Minutes:**

- Approved City Council regular meeting of July 8, 2014

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

(700)

Check Numbers: 262580-262813

Special Checks Numbers: None

3. Establishment of Residential and Commercial Refuse Collection Rates. (500)

1. Adopted Resolution No. 6772 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. 6772 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)

1. Adopted Resolution No. 6773 approving Recertification of the Sewer System Management Plan ("SSMP"), as required by the State of California Water Resources Control Board; and
2. Received and filed updated Sewer System Management Plan of July 2014.

Resolution No. 6773 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 Construction. (500)

1. Awarded 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 authorized the Mayor to execute the contract in a form approved by the City Attorney; and
2. Appropriated \$575,000 in Proc C funds to CIP No. 210-7300-44500-00021242.

Agreement No. 14-1527

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

1. Awarded 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.

Agreement No. 14-1528

7. Human Resources Senior Manager. (200)

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

8. Contract for Accounting Service. (500)

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

Agreement No. 14-1464-1

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

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

Motion by Mayor Pro Tem Salcido, seconded by Councilmember Archuleta to approve Consent Calendar Items No. 1 through 9. Motion carries by the following roll call vote:

AYES: Archuleta, Camacho, Salcido, Tercero

NOES: None

ABSENT: Armenta

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION: None.

LEGISLATION: None.

MAYOR/COUNCILMEMBER REPORTS ON INTERGOVERNMENTAL AGENCY MEETINGS:

Councilmember Archuleta reported on the Los Angeles County Vector Control meeting regarding West Nile disease and the need for residents to alleviate standing water which attracts mosquitoes.

NEW BUSINESS: None.

OLD BUSINESS:

Councilmember Camacho requested that staff meet with the insurance company located on Rosemead and Whittier Boulevards regarding the City's policy on handheld advertisement banners.

Councilmember Archuleta asked that staff be proactive with the filming industry by providing information as to what they will need when filing for filming permits in the City.

Recessed to Water Authority at 6:10 p.m.

ALL FOUR MEMBERS WERE PRESENT

Reconvened from Water Authority at 6:17 p.m.

ALL FOUR MEMBERS WERE PRESENT

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

Randy Torres, President of Pony Baseball:

- Addressed the City Council regarding fees charged to outside participants.

City Manager Bobadilla stated that the Pony Baseball league was allowed to charge entrance fees for one weekend only. Mayor Pro Tem Salcido stated that third parties should not be allowed to charge fees and that the concession stands are used to raise money for the leagues.

Roddie Rodriguez, President of the Pico Rivera Concerned Citizens Committee:

- Addressed the City Council to thank the Sheriff's Department for keeping the City safe, congratulated the new City Manager on his appointment, and stated her objection to providing funding to the Chamber of Commerce.

John Belmonte, Vice President of the Pico Rivera Concerned Citizens Committee:

- Addressed the City Council regarding funding the Chamber of Commerce, selection of Mayor and the need to stripe streets.

Sam Ramirez:

- Addressed the City Council regarding lack of notification to the residents on how water is charged.

Recessed to Closed Session at 6:33 p.m.

ALL FOUR MEMBERS WERE PRESENT

Reconvened from Closed Session at 7:00 p.m.

ALL FOUR MEMBERS WERE PRESENT

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

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

ADJOURNMENT:

Mayor Tercero adjourned the City Council meeting at 7:01 p.m. There being no objection it was so ordered.

AYES: Archuleta, Camacho, Salcido, Tercero

NOES: None

ABSENT: Armenta

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 22, 2014 and approved by the City Council on August 26, 2014.

Anna M. Jerome, City Clerk



Friday, August 8, 2014

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

Mayor Pro Tem Salcido called the meeting to order at 9:00 a.m. on behalf of the City Council.

PRESENT: Archuleta, Armenta, Camacho, Salcido, Tercero (Mr. Tercero participated in City Council meeting via teleconference from Courtyard Philadelphia Downtown, Philadelphia, PA)

ABSENT: None

INVOCATION: Councilmember Archuleta

PLEDGE OF ALLEGIANCE: Councilmember Armenta

PUBLIC COMMENT:

Roddie Rodriguez, President of the Pico Rivera Concerned Citizens Committee:

- Addressed the City Council regarding officer related shooting on August 1, 2014 and requested that the deputy be transferred from the Pico Rivera Sheriff Station.

John Belmonte, Vice President of the Pico Rivera Concerned Citizens Committee:

- Addressed the City Council regarding the transfer of the deputy involved in the August 1, 2014 shooting.

Richard Ramirez:

- Addressed the City Council regarding the City's contract with the Los Angeles Sheriff's Department.

Assistant Sheriff Rothans' provided information on the tragic events surrounding the deputy shooting of victim Frank Mendoza and the suspect Cedric Ramirez.

COUNCIL COMMENTS ON MATTER LISTED ON SPECIAL MEETING AGENDA.

Councilmember Armenta spoke of the effects of AB109 on the community.

Recessed into Closed Session at 9:35 a.m.

ALL MEMBERS WERE PRESENT

Reconvened from Closed Session at 10:49 a.m.

ALL MEMBERS WERE PRESENT

CLOSED SESSION:

Conference with Legal Counsel – Anticipated Litigation (Government Code section 54956.7(d)(2).) – One matter relating to the Sheriff involved shooting incident of August 1, 2014.

CITY ATTORNEY REPORT FROM CLOSED SESSION.

City Attorney Alvarez-Glasman stated that no reportable action was taken and that direction was provided to City Council, City Staff and the Sheriff's Department to schedule a special meeting for next week.

ADJOURNMENT:

Mayor Pro Tem Salcido adjourned the City Council meeting at 10:50 a.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 special meeting dated August 8, 2014 and approved by the City Council on August 26, 2014.

Anna M. Jerome, City Clerk



Wednesday, August 13, 2014

A Special 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 6:08 p.m. on behalf of the City Council.

PRESENT: Archuleta, Armenta, Camacho, Salcido, Tercero
Councilmember Archuleta arrived at 6:15 p.m.

ABSENT: None

INVOCATION: Councilmember Armenta

PLEDGE OF ALLEGIANCE: Councilmember Camacho

PUBLIC COMMENT:

John and Cindy Garcia:

- Addressed the City Council regarding the release of AB 109 offenders and the impact it had on the community.

OPEN SESSION:

Captain Castellanos gave an overview of the services provided to the community by the Sheriff's Department which include patrol, traffic enforcement and special teams. He highlighted prevention programs, enforcement and investigations.

City Council members inquired about improving public safety measures and asked questions in regard to AB 109 and the early release of parolees. Margarita Perez with the County Probation Office stated that AB 109: 1) moved some prisoners from State prison to County jail and 2) for state prisoners, post incarceration supervision shifted from State Parole to County Probation. She clarified that AB 109 is not an early release of parolees and that the release dates were not changed by AB 109.

Recessed to Closed Session at 7:09 p.m.

ALL MEMBERS WERE PRESENT

Reconvened from Closed Session at 8:55 p.m.

ALL MEMBERS WERE PRESENT

CLOSED SESSION:

Conference with Legal Counsel – Anticipated Litigation (Government Code section 54956.7(d)(2).) – One matter relating to the Sheriff involved shooting incident of August 1, 2014.

CITY ATTORNEY REPORT FROM CLOSED SESSION:

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

ADJOURNMENT:

Mayor Tercero adjourned the City Council meeting at 8:56 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 special meeting dated August 13, 2014 and approved by the City Council on August 26, 2014.

Anna M. Jerome, City Clerk



PARKS & RECREATION COMMISSION

MINUTES

Thursday, June 12, 2014

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

PRESENT: John Garcia, Joseph Palombi, Pat Saucedo, Rod Torres

ABSENT: Carlos Cruz

APPROVAL OF MINUTES: A motion was made by Commissioner Palombi and seconded by Chair Saucedo and carried on roll call vote to approve the May 8, 2014 Meeting Minutes.

PUBLIC COMMENTS: Pico Rivera resident, William Mendoza, spoke on concerns regarding Rio Vista Park. He stated that the trees at the park need guard protectors around the bottom of the trees to protect them from the lawn mowing machines. He also stated that the intersection of Redbird Drive and Coffman-Pico Road needs a stop sign installed to reduce the speed of the drivers in the area.

Deputy Director Rico stated that he would look into the tree issue and also forward the stop sign concern to the Department of Public Works.

AGENDA ITEMS:

1. NEW BUSINESS:

- a) Customer Experience Survey Lottery Pick – Director González provided the commission with an overview of the Parks and Recreation Customer Experience Survey program. She asked that Chair Saucedo pull out three names out of a bag from those who turned in surveys in the last three months and those winners were:

- Martha Velasco, Pico Rivera CA
- Al Salas, Pico Rivera CA
- Alicia Rosales, Pico Rivera CA

Winners will claim their prize at the Parks and Recreation office.

- b) LACOE Programming Presentation –LA County Office of Education representative, Monica Sanchez, provided the commission a brief presentation on the programs they offer and how the City could link their programming with the Department of Parks and Recreation programming. Ms. Sanchez also announced that the Office of Education received a grant from the Department of Public Health called Friday Night Live Program for two years. The grant is to provide healthy partnerships for youth by engaging communities. The grant is looking for partnerships with parks, county offices, school districts, faith-based organizations, law enforcement and

elected officials. Director González invited Ms. Sanchez to a Department staff meeting to present her information to staff.

Vice Chair Torres asked how accurate the survey results were?. Ms. Sanchez answered that the reliability of the results are based on the percentage of those students who completed the survey.

Commissioner Garcia commended Ms. Sanchez on receiving the grant. He also asked what the grant dollar amount is and the time frame of the grant. Ms. Sanchez answered that it was \$200,000; begins on July 1, 2014 and ends June 30, 2016. Commissioner Garcia also asked how many dedicated hours is the program and asked for an example of a program. Ms. Sanchez provided an example from the Hawthorne Teen Center.

- c) City of Pico Rivera General Plan –Community Development Deputy Director, Julia Gonzalez gave a brief presentation overview of the City’s general plan. Director González added that for the size and density of Pico Rivera, it is 7.5 acres per 1,000 residents, making the City highly deficient. Currently City staff is reviewing an administrative draft of the General Plan and plans to meet with the General Plan Action Committee on June 25th. Deputy Director Gonzalez invited the Parks & Recreation commissioners to a community meeting in conjunction with the Planning Commission meeting on July 21st at 6:00 p.m. where the General Plan will be discussed more in depth.

Commissioner Palombi asked if the department has thought of taking vacant properties and converting them into pocket parks. Deputy Director Gonzalez answered that they have looked into several vacant lots in the City but unfortunately the City does not have ownership or the funds.

Commissioner Garcia asked if the facility located behind the fourth hole area of the Golf Course. Deputy Director Gonzalez answered yes. Commissioner Garcia also asked what the cost is to repair the soil contamination on Burke and Slauson Ave. Deputy Director Gonzalez stated that based on a study that was previously done, for soil to be treated it is estimated at \$2,000,000, but additional studies need to be done. She continued to state that the land is considered an unofficial land fill.

Commissioner Garcia also asked if the bike path bridge would go over the riverbed into the City of Whittier. Deputy Director Gonzalez answered, yes it would.

- d) Budget Request – Director Gonzalez announced that a budget proposal for additional maintenance and outdoor supervision was approved by City Council this past Tuesday. The amount that was approved was \$89,000 which includes 114 hours of outdoor supervision per week, Monday through Sunday. The additional staff will assist in the maintenance of the parks.

Commissioner Garcia advised Director González that during his last visit to Rivera Park he noticed that the lawn mower crew left the dugouts left a mess. Director González asked for the Commissioners' help in notifying department staff when they notice that or anything that is not supposed to be there. Commissioner Garcia also reminded Director González to look at the punch list for Rivera Park during the new fiscal year and also reminded her to move the charcoal containers to a new location to stop park patrons from utilizing them as trash cans. Commissioner Garcia requested zip ties to replace the zip ties that are cut on the ball field fences. Director González stated that recreation staff would provide them to him.

Vice Chair Torres asked if there was an action plan for the blue rubber mulch at Smith Park. Deputy Director Rico answered that they are working with the contractor to see how they can maintain it or if they could replace the material.

2. OLD BUSINESS:

- a) Farmers Market Update – Director González provided the commission with an update on the farmers market project. The project is currently at a standstill. The Ad-hoc committee members are collecting prices and gathering ideas to make it a larger family fair with the farmers market included. The event will be linked to a standing special event.

Commissioner Palombi asked where the location would be or if it would be a rotating location. Director González stated that it would be a standing location at Smith Park.

Vice Chair Torres asked for the location of the Summer Concerts. Director González indicated that they are scheduled to take place at Smith Park on Field number four.

- b) Commission Goals Follow - Up – Deputy Director Rico provided the commission with the updated commission goals, in which the department highlights were added.
- c) Community Organization Policy Review Update –Director González updated the commission on the status on the community organization policy. A bid will be opening up for an organization to conduct a facility assessment and provide the department with an extensive report on the condition of City facilities. A public hearing has been tentatively scheduled for the August meeting.
- d) Summer Food Program Update –Director González provided the commission with an update on the summer food program.

Chair Saucedo asked if the food runs out at a site, how is the situation handled. Director González stated that the food is on the first come first serve basis. As a courtesy recreation staff can contact other sites for food availability.

Commissioner Palombi asked for the numbers of the summer meal program. Director González stated that she will provide the numbers at the next commission meeting.

3. ORGANIZATION RECOGNITION REVIEW– No organizations to present.

4. DIRECTOR'S REPORT

1. Upcoming Events –Director González introduced the following upcoming events:

- | | |
|--|--|
| 1. Spring Dance Recital | June 14, 2014 @ Senior Center |
| 2. City vs. Go-Getters Softball Game | June 20, 2014 @ Rio Hondo Park |
| 3. Basketball Opening Ceremonies | June 21, 2014 @ Pico Park |
| 4. Relay for Life | June 28 & 29, 2014 @ El Rancho High School |
| 5. 4 th of July Spectacular | July 4, 2014 @ El Rancho High School |

2. Department Information – Recreation management explained the following:

1. Pico Rivera City Manager – Director González announced that René Bobadilla was appointed as the new City Manager. Mr. Bobadilla came from the City of Huntington Park, where he was the City Manager. He begins on June 27th.
2. CPRPS – Director González announced that Deputy Director Rico is now a Certified Parks & Recreation Professional. Her goal to get five staff certified has been achieved.
3. Parks & Recreation Month – July – Director González announced that July is Parks & Recreation month. She invited the commission to attend the June 24th City Council meeting to receive the proclamation.

5. COMMISSIONER'S REPORTS

- Torres:**
- Advised the Department staff that the date of the dance recital is the same day of the Smith Park Pony Championship game. Therefore, parking will be crazy.
 - Gave kudos to Robert Moreno, Lisa Munoz and Smith Park staff for an outstanding job they do.
 - Asked how and when the fields get watered when the park is never empty. Deputy Director Rico stated that the department will work with the Department of Public Works to arrange a schedule.
 - Asked if Smith Park Pony president, Randy Torres, has a sprinkler schedule. Deputy Director stated that they water them every night.

But he stated that he will contact the department of Public Works to see if they have an irrigation schedule.

- Commented that there are several sprinklers that rise above the grass located by the pitching mounds. Deputy Director answered that they are listed on the punch list for the contractor to complete.
- Stated that Men's Softball league leave the fields and dugouts dirty and full of sunflower seeds. Deputy Director Rico indicated that he will contact the contractor, Major League Softball.
- Has noticed that AYSO has been hosting tournaments every weekend. He asked for confirmation of how many tournaments are allowed by the leagues per season. Deputy Director Rico answered that there are two tournaments allowed with no fees and supervision staff provided. Additional tournaments and interleague play are allowed but the league will be in charge of providing supervision.
- He asked that once outdoor supervision staff is on board they will be able to assist with the maintenance of the park. In specific, the pressure washing of the stadium bleachers and the walk ways. Deputy Director Rico stated that they will assist but that part of maintenance is overseen by the Public Works Department.

- Garcia:**
- Notified Recreation staff that there are holes in the tiny field due to the participants digging their feet into the dirt.
 - Asked who handled the weeding at Rivera Park. Director González stated it is part of the mowing contract that is overseen by the Public Works Department.
 - Reminded Recreation staff to recognize the Golf Course contractor for the great job they are doing. Director González stated that they will place them on the August meeting agenda for recognition.

- Palombi:**
- Asked about the field lighting on the tiny field of Streamland Park. Director González answered that she applied for the Baseball Tomorrow Fund through Major League Baseball. Major League Baseball will provide \$40,000 and the balance of \$50,000 must be raised between the City and Pico Boys Baseball league.

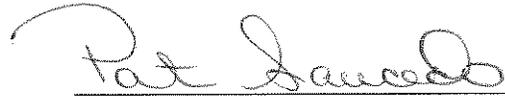
Cruz: - Absent

Saucedo: - Nothing to report

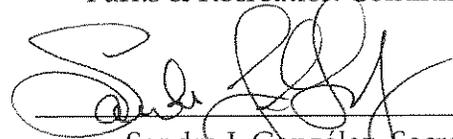
ANNOUNCEMENTS – No announcements.

ADJOURNMENT:

The Parks & Recreation Commission meeting was adjourned at 7:35 p.m. There being no objection it was so ordered.



Pat Saucedo, Chair
Parks & Recreation Commission



Sandra J. González, Secretary
Director of Parks & Recreation



PARKS & RECREATION COMMISSION

MINUTES

Thursday, July 10, 2014

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

PRESENT: Carlos Cruz, John Garcia, Joseph Palombi, Pat Saucedo

ABSENT: Rod Torres

APPROVAL OF MINUTES: A motion was made by Commissioner Palombi and seconded by Commissioner Cruz and carried on roll call vote to approve the Minutes of June 12, 2014.

PUBLIC COMMENTS: No public comments.

AGENDA ITEMS:

1. NEW BUSINESS:

a) Customer Experience Survey Lottery Pick – Chair Saucedo pulled out three names out of a bag from those who turned in surveys in the last three months and those winners were:

- Jennifer Montana, Montebello Ca
- Mary Valdez, Pico Rivera Ca
- Tim Swan, Pico Rivera Ca

2. OLD BUSINESS:

a) Action Item's Update – Deputy Director Rico provided the commission with an update on action items from the previous meeting. Smith and Rio Vista Parks walk thru tours were done yesterday with the contractor to go over the remaining punch list items. It was previously reported that the tree guards at Rio Vista Park were not a part of the contractor's responsibilities, but in further discussion with the architect, it was found that it may be part of the contract. Architect is confirming and if included in the plans, the contractor will add the item to their punch list to complete. Deputy Director Rico also stated that several attempts have been made to contact Mr. Mendoza to provide him an update but has been unsuccessful.

b) Summer Food Program Update – Recreation Manager Manor gave a mid-summer update on the summer food program. As of week 4, 17,000 meals have been distributed between the five distribution sites. Pico Park has distributed the highest amount, followed by Smith Park.

3. ORGANIZATION RECOGNITION REVIEW:

- Alcoholicos Anonimos Grupo Pico Rivera – Group Coordinator, Miguel Santana, gave a presentation on their organization. The purpose of the organization is to stay sober and assist others to achieve permanent sobriety. The organization is requesting the use of Smith Park for an annual event. A motion was made by Commissioner Garcia and seconded by Commissioner Cruz and carried on roll call vote to recognize Alcoholicos Anonimos Grupo Pico Rivera as a Recognized Community Organization of the City of Pico Rivera.
- Mesrobian School – Deputy Director Rico invited the Mesrobian Elementary school to give a brief history presentation as they will be working together in a joint use effort with the City.

Principal, Lou Gaskin, provided the commission with a brief history presentation on the Mesrobian Elementary school. The school has been in operation since 1965, with a majority of their students of Armenian descent. Principal Gaskin estimated 10 students being Pico Rivera residents. The school is requesting the use of the fields and meeting rooms at Pico and Rio Hondo Parks and the gymnasium at Pico Park. The school is willing to work together with the City and allow the City to utilize their school parking lot during City events.

Commissioner Garcia asked if the residency rate requirement also applies to the schools. Deputy Director Rico answered that according to the Athletic Facilities Agreement it does not apply to the schools that are accredited.

Commissioner Palombi asked Principal Gaskin if they have explored opportunities to link with the sports leagues that utilize those parks. Principal Gaskin stated that they have coordinated with the sports leagues utilizing Rio Hondo Park. Deputy Director Rico also stated that the school is coordinating with other sports leagues in trying to accommodate all their requests.

4. DIRECTOR'S REPORT:

1. Upcoming Events –Recreation Manager introduced the following upcoming events:

- | | |
|---|-----------------------------------|
| 1. CSO Quarterly President's Meeting | July 16, 2014 @ Recreation Office |
| 2. Movies in the Park – Despicable Me | July 18, 2014 @ Smith Park |
| 3. Concert Series – Orchestra Mar de Ashé | July 20, 2014 @ Smith Park |

4. Movies in the Park – Thor the Dark World July 25, 2014 @ Smith Park
5. Concert Series – The Reflexx July 27, 2014 @ Smith Park
6. Movies in the Park – The Nut Job August 1, 2014 @ Smith Park
7. Concert Series – The Wise Guys August 3, 2014 @ Smith Park
8. Movies in the Park – The Lego Movie August 8, 2014 @ Smith Park
9. Concert Series – Mariachi Reyna De Los Angeles August 10, 2014 @ Smith Park

2. Department Information – Recreation management explained the following:

1. CSO Spring Season Billing – Deputy Director Rico announced that the first round of invoices to the community sports organizations will be provided to the spring sports league president’s during next week’s presidents quarterly meeting. He also advised the commission on what was going to be discussed at the meeting. The number of tournaments allowed and the issue of charging entrance fees during tournaments will also be discussed during the meeting. He announced that the fall community sports organizations will begin hosting opening day ceremonies in August.

Commissioner Garcia asked how the \$30,000 estimated total revenue will be split between the groups. Deputy Director Rico answered that per the City Council’s approval there would be a \$20 per participant fee.

Commissioner Palombi asked if the department has reached out to the City Attorney for his direction on groups charging fees. Deputy Director Rico answered that they have not but they will further into the process.

5. COMMISSIONER’S REPORTS:

Torres: - Absent

Garcia: - Commended Deputy Director Rico on his availability and assistance on the restroom issue on Father’s Day at Rivera Park. Asked what time the restrooms close at Rivera Park and if the league can get a key to the restrooms for emergency purposes. Deputy Director Rico answered that the restrooms close at 7:00 p.m. Monday thru Friday and 4:00 p.m. on Saturdays.

- Asked if the Department can install a trash dumpster at Rivera Park or renting one for big events. Deputy Director Rico stated that there is a trash dumpster located by the batting cages and the league president has a key to access the bin. He announced that the new Public Works Director, James Enriquez begins tomorrow and that the department

will be hiring additional employees to assist with the trash issue at the park sites.

- Reminded Recreation staff to continue working on the punch list for Rivera Park.
- Concerned with the illegal trash dumping at Streamland Park. Deputy Director Rico stated that Nationwide is no longer utilizing the dumpster which should reduce the illegal dumping. He also stated that the Pico Boys Baseball league president has a key to access the dumpsters.

Palombi:

- Asked if the City has pursued any grants to install electric charging stations to each park site. Also, are there any state requirements on mandating the electric charging stations? Recreation Manager Manor answered that the Department of Public Works oversees the rules and regulations but she can provide a report on it in the future. She continued to state that Public Works has applied for an iBike grant to build an iBike station at Smith Park, which includes an electric charging station as a test site. Deputy Director Rico stated that he will check with the Department of Community Development and see if this component is included in the Urban Greening grant they have received.

Cruz:

- Asked if there are any exhibits taking place at the Center for the Arts and if so, how many. Recreation Manager Manor answered that the facility is currently dark and she looking for exhibitors. The department is also looking for grants to develop a program at the site.

Saucedo:

- Attended the 4th of July event and she stated that the concert was amazing. She also felt that the prices for the food vendors were too high. Recreation Manager Manor answered that because of the fees from the City and the Health Department, the vendors raised their fees to make a profit. Chair Saucedo asked if the department could have food truck vendors at future events. Recreation Manager Manor stated that unfortunately City Council frowns upon the food trucks. Deputy Director Rico also announced that the department will look into inviting the leagues to fundraise at future 4th of July events to reduce the cost of the food.
- Expressed her concern with the amount of debris that was falling during the fireworks show. Recreation Manager Manor stated that the

fireworks company had a minor setback. Due to the error Exposhow, Inc. will be providing the department with a \$7,500 discount.

- Noticed that there was a heated discussion between the Fire Marshall and department staff. She asked that for future, to have those discussions away from the public eye.
- Commended Special Events Coordinator, Efrain Lee, and his staff on the great job on the 4th of July event.
- Congratulated the City on their win over the Pico Rivera Go-Getters at the City vs. Go-Getters Softball game.

ANNOUNCEMENTS – No announcements.

ADJOURNMENT:

The Parks & Recreation Commission meeting was adjourned at 7:07 p.m. There being no objection it was so ordered.



Pat Saucedo, Chair
Parks & Recreation Commission



Sandra J. González, Secretary
Director of Parks & Recreation

3rd WARRANT REGISTER OF THE 2014-2015 FISCAL YEAR

MEETING DATE: 08/26/14

TOTAL REGISTER AMOUNT: \$3,007,614.14

CHECK NUMBERS: 262814-263326

SPECIAL CHECK NUMBERS:

REGULAR CHECK TOTAL: \$3,007,614.14

SPECIAL CHECK TOTAL:

TOTAL REGISTER AMOUNT: \$3,007,614.14



To: Mayor and City Council
From: City Manager
Meeting Date: August 26, 2014
Subject: APPROVAL OF GOVERNMENT OUTREACH TO PROVIDE A CITIZEN RELATIONSHIP MANAGEMENT (CRM) SYSTEM AND MOBILE APPLICATION SYSTEM.

Recommendation:

Approve Government Outreach to provide a CRM System and Mobile Application System.

Fiscal Impact:

The cost of the project is \$11,200 for the first year and \$7,200 per year thereafter.

Discussion:

In accordance with Council direction to enhance engagement of our residents and look for ways to operate more efficiently, staff looked into Citizen Relationship Management (CRM) Systems. CRMs are primarily used to manage information and requests from residents. A CRM provides tools to the public to provide input and provide information about the City. The CRM can be used on a smartphone as a mobile application or “app” to report many issues such as bulky items left on streets and to report graffiti. Anyone can potentially be an extra set of eyes to efficiently report problems. With a CRM, resident involvement and participation increases exponentially as the number of people that download and use the “app” increases. Reported issues can be converted automatically as work orders, so that City staff can efficiently resolve the issues.

The initial installation cost of this project is \$4,000 and the monthly subscription fee is \$600 per month. The total initial cost of the system including installation and subscription for the first year is \$11,200 and the on-going yearly subscription cost is \$7,200 per year. Staff requested quotes from two other companies. While the scope of service is almost

identical, the other two companies were more expensive and provided less functionality than Government Outreach.

The client base of Government Outreach includes the cities of Anaheim, El Monte, and Santa Clarita.

A handwritten signature in black ink, appearing to read 'René Bobadilla', with a stylized flourish at the end.

René Bobadilla

MM:mm



To: Mayor and City Council
From: City Manager
Meeting Date: August 26, 2014
Subject: DESIGNATION OF VOTING DELEGATE

Recommendation:

Appoint Brent A. Tercero as voting delegate and Bob J. Archuleta as alternate for the 2014 Annual League of California Cities Conference.

Fiscal Impact:

None.

Discussion:

The League of California Cities (LOCC) Annual Conference is scheduled for September 3-5, 2014 in Sacramento. At this conference the LOCC membership considers and takes action on resolutions that establish LOCC policy.

To vote at the Annual Business Meeting, the City Council must designate a voting delegate and alternate.

René Bobadilla

RB:sp



To: Mayor and City Council

From: City Manager

Meeting Date: August 26, 2014

Subject: PACIFIC GRAPHICS, INC. PRINTING AGREEMENT FOR PROFILE NEWSLETTER AND PARKS AND RECREATION GUIDE

Recommendation:

Approve printing services agreement and purchase order for Pacific Graphics, Inc. in an amount "not to exceed" \$173,254.50 for the citywide newsletter the Pico Rivera Profile and the Parks and Recreation Guide for fiscal years 2014-2017.

Fiscal Impact: Up to \$173,254.50 of a combination of funds from Public Information and the Parks and Recreation Department will be used. There are sufficient funds available, and this appropriation is included in the 2014-2015 budget.

Discussion:

The Parks and Recreation Department and the Public Information Office in coordination with the Purchasing Division conducted a formal bidding process for the selection of a commercial printing vendor to provide printing services for the Pico Rivera Profile and the Parks and Recreation Guide for the 2014-2017 fiscal years. The Request for Quotes (RFQ) was sent directly to local printers and was posted on the City website.

The RFQ requested quotes for the estimated quantity of the product. Three printing companies responded:

- Pacific Graphics, Inc. (PGI)
- Trend Offset Printing Services, Inc.
- Mike Cabrera Corp., dba Intergraphics Co.

Pacific Graphics, Inc. (PGI) was the lowest responsive bidder at \$173,254.50 and has provided references to the City.

Mike Cabrera Corp., dba Intergraphics Co. bid at \$206,418.00, while Trend Offset Printing Services, Inc. bid at \$208,920.00 respectively.

PRINTING AGREEMENT FOR PACIFIC GRAPHICS, INC. (PGI) FOR PROFILE AND
PARKS AND RECREATION GUIDE

Page 2

Bids were reviewed by various staff including the Procurement Coordinator in the Purchasing Division, the Graphic Designer in the Public Information Office, and the Marketing Supervisor in the Parks and Recreation Department.

PGI, INC. is a local corporation with twenty-three years experience in the printing industry. They are a commercial lithographic offset and digital printing, mailing and distribution service company with a state of the art facility. Additionally, PGI INC.'s capabilities allow them to produce all requested services in-house without the need for sub-contracting.

Approval of this agenda item will authorize the Public Information Office and the Parks and Recreation Department to successfully streamline printing services for City's publications.



René Bobadilla



RB:SJG:ca

Attachments: Agreement - Pacific Graphics, Inc. (PGI)
 Bid – Mike Cabrera Corp., dba Intergraphics Co.
 Bid - Trend Offset Printing Services, Inc.

CONTRACTOR'S SERVICES AGREEMENT

AGREEMENT NUMBER 14-1469

THIS AGREEMENT is made and entered into April 7, 2014 the City of Pico Rivera, a municipal corporation, (hereinafter referred to as "CITY") and Pacific Graphics, Inc. (hereinafter referred to as "CONTRACTOR").

SECTION 1. RECITALS.

WHEREAS, CITY has requested bid proposals for printing services; and

WHEREAS, CITY has described the services required for said printing services in RFB 2014-003, hereinafter referred to as RFB 2014-003;

WHEREAS, CONTRACTOR submitted a bid proposal dated March 20, 2014, and incorporated by reference as fully set forth herein; and

WHEREAS, the CITY and CONTRACTOR desire to contract with one another for printing services; as described in bid proposal dated March 20, 2014, hereinafter referred to as EXHIBIT A;

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

SECTION 2. SERVICES.

- a. CONTRACTOR shall provide the services described in RFB 2014-003 and shall be compensated in accordance with the fee schedule as set forth in said EXHIBIT A, but not exceeding the maximum contract amount of \$173,254.50 (herein "Contract Sum").
- b. CITY understands and hereby agrees that the services provided by CONTRACTOR under these Agreements 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 these Agreements.

SECTION 3. TERM.

As stated within RFB 2014-003 the term of this contract shall be three (3) years with a series of two (2) one year optional renewals, based on mutual agreement by authorized representatives from both the CITY and the CONTRACTOR.

CONTRACTOR'S SERVICES AGREEMENT

This Agreement shall commence as of the date set forth herein, and shall expire on June 30, 2017, unless sooner terminated as hereinafter provided. In no event shall this Agreement extend beyond June 30, 2019.

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.

SECTION 5. 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 or his designee.

SECTION 6. CITY DESIGNEE.

The City Manager, or his designee, shall have the authority to act for and exercise any of the rights of the CITY as set forth in herein agreement, subsequent to the authorization by the CITY.

SECTION 7. 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 8. EMPLOYMENT OF CITY EMPLOYEES.

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

CONTRACTOR'S SERVICES AGREEMENT

SECTION 9. 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 10. 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. 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 or any other insurance.

SECTION 11. 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.

SECTION 12. 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

CONTRACTOR'S SERVICES AGREEMENT

or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 13. INSURANCE COVERAGE.

The CONTRACTOR shall obtain and maintain during the life of this Agreement all of the following insurance coverage's:

- a. Comprehensive general liability, including premises-operations, broad form property damage, blanket contractual liability, independent contractors, and personal injury in the amount of \$1,000,000.00 per occurrence;
- b. Automobile liability for owned, hired and non-owned vehicles utilized by CONTRACTOR, its employees or subcontractors, in the amount of \$1,000,000.00 per occurrence; and
- c. CONTRACTOR shall obtain and maintain during the life of this Agreement workers compensation insurance for its employees and subcontractors.

Endorsements for the policies under subsections a and b of this section shall designate the CITY as an additional named insured. CONTRACTOR shall provide the CITY proof of insurance in the form of both certificates of insurance and endorsement forms as approved by the office of the City Attorney.

SECTION 14. ENTIRE AGREEMENT.

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

SECTION 15. 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 16. 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 17.

SECTION 17. 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.

CONTRACTOR'S SERVICES AGREEMENT

SECTION 18. WARRANTIES

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

- a. It has as 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 19. 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

CONTRACTOR'S SERVICES AGREEMENT

excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 20. NOTICE.

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

CONTRACTOR: Pacific Graphics, Inc.
14938 Nelson Avenue
City of Industry, CA 91744

CITY: City Manager
City of Pico Rivera
6615 Parsons Blvd.
Pico Rivera, CA 90660

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

APPROVED AS TO FORM:

By: _____
City Attorney

CONTRACTOR:

By: _____
(Print)

Signature: _____

Title: _____

**ATTACHMENT 1
BID FORM
RFB 2014-003 Printing Services**

Name of Company: PGI - Pacific Graphics, Inc.Type of Company: CorporationCompany Address: 14938 Nelson AveCity of Industry, CA 91744-4330Company Phone: 626-336-7707 Fax: 626-336-6627Number of years the company has been in business: 25 yrsQuote is for: Product as Specified Product Equal

Item #	Est. Qty.	Description	Unit Price	Extended Price
1	78,000	Pico Rivera Parks and Rec. Guide (Fiscal Year 14-15) <small>32 pgs</small>	\$.40	\$ 31,200.00
2	78,000	Pico Rivera Parks and Rec. Guide (Fiscal Year 15-16) <small>37 pgs</small>	\$.41	\$ 31,980.00
3	78,000	Pico Rivera Parks and Rec. Guide (Fiscal Year 16-17) <small>32 pgs</small>	\$.42	\$ 32,760.00
4	190,900	The Profile (Fiscal Year 14-15)	\$.13	\$ 24,817.00
5	190,900	The Profile (Fiscal Year 15-16)	\$.135	\$ 25,771.50
6	190,900	The Profile (Fiscal Year 16-17)	\$.14	\$ 26,726.00
Total Bid Amount				\$ 173,254.50
<small>(Tax, freight, and/or delivery charges must be included in the unit price.)</small>				

Pursuant to the Notice Inviting Sealed Bids, the undersigned declares that he/she has carefully examined specifications for RFB 2014-003 Printing Services. I, the undersigned, hereby certify that this Bid and the amount offered in this Bid Form are true and accurate to the best of my knowledge in accordance with the requirements of California Business and Professions Code Section 7028.15. The undersigned agrees that the bid amounts offered herein shall remain in effect throughout the full term of the resulting agreement, including any and all agreement extensions the City chooses to exercise. In submitting this Bid Form, Bidder agrees to comply with the terms and conditions illustrated in this RFB.

Signature:  Date: 3/19/2014Printed Name and Title: Eddy O Salas - General ManagerE-Mail: eddy@pacgraphics.com

**ATTACHMENT 1
BID FORM
RFB 2014-003 Printing Services**

Name of Company: PGI - Pacific Graphics, Inc.
 Type of Company: Corporation
 Company Address: 14938 Nelson Ave
City of Industry, CA 91744-4330
 Company Phone: 626-336-7707 Fax: 626-336-6627
 Number of years the company has been in business: 25 yrs
 Quote is for: Product as Specified Product Equal

Item #	Est. Qty.	Description	Unit Price	Extended Price
1	78,000	Pico Rivera Parks and Rec. Guide (Fiscal Year 14-15)	\$.46	\$ 35,880.00
2	78,000	Pico Rivera Parks and Rec. Guide (Fiscal Year 15-16)	\$.47	\$ 36,660.00
3	78,000	Pico Rivera Parks and Rec. Guide (Fiscal Year 16-17)	\$.48	\$ 37,440.00
4	190,900	The Profile (Fiscal Year 14-15)	\$.13	\$ 24,817.00
5	190,900	The Profile (Fiscal Year 15-16)	\$.135	\$ 25,771.50
6	190,900	The Profile (Fiscal Year 16-17)	\$.14	\$ 26,726.00
Total Bid Amount				\$ 187,294.50
(Tax, freight, and/or delivery charges must be included in the unit price.)				

Pursuant to the Notice Inviting Sealed Bids, the undersigned declares that he/she has carefully examined specifications for RFB 2014-003 Printing Services. I, the undersigned, hereby certify that this Bid and the amount offered in this Bid Form are true and accurate to the best of my knowledge in accordance with the requirements of California Business and Professions Code Section 7028.15. The undersigned agrees that the bid amounts offered herein shall remain in effect throughout the full term of the resulting agreement, including any and all agreement extensions the City chooses to exercise. In submitting this Bid Form, Bidder agrees to comply with the terms and conditions illustrated in this RFB.

Signature:  Date: 3/19/2014

Printed Name and Title: Eddy O Salas - General Manager

E-Mail: eddy@pacgraphics.com

**ATTACHMENT 1
BID FORM
RFB 2014-003 Printing Services**

Name of Company: PGI - Pacific Graphics, Inc.
 Type of Company: Corporation
 Company Address: 14938 Nelson Ave
City of Industry, CA 91744-4330
 Company Phone: 626-336-7707 Fax: 626-336-6627
 Number of years the company has been in business: 25 yrs

Quote is for: Product as Specified Product Equal

Item #	Est. Qty.	Description	Unit Price	Extended Price
1	78,000	Pico Rivera Parks and Rec. Guide (Fiscal Year 14-15) 28 pgs	\$.39	\$ 30,420.00
2	78,000	Pico Rivera Parks and Rec. Guide (Fiscal Year 15-16) 28 pgs	\$.40	\$ 31,200.00
3	78,000	Pico Rivera Parks and Rec. Guide (Fiscal Year 16-17) 28 pgs	\$.41	\$ 31,980.00
4	190,900	The Profile (Fiscal Year 14-15)	\$.13	\$ 24,817.00
5	190,900	The Profile (Fiscal Year 15-16)	\$.135	\$ 25,771.50
6	190,900	The Profile (Fiscal Year 16-17)	\$.14	\$ 26,726.00
Total Bid Amount				\$ 170,914.50
(Tax, freight, and/or delivery charges must be included in the unit price.)				

Pursuant to the Notice Inviting Sealed Bids, the undersigned declares that he/she has carefully examined specifications for RFB 2014-003 Printing Services. I, the undersigned, hereby certify that this Bid and the amount offered in this Bid Form are true and accurate to the best of my knowledge in accordance with the requirements of California Business and Professions Code Section 7028.15. The undersigned agrees that the bid amounts offered herein shall remain in effect throughout the full term of the resulting agreement, including any and all agreement extensions the City chooses to exercise. In submitting this Bid Form, Bidder agrees to comply with the terms and conditions illustrated in this RFB.

Signature:  Date: 3/19/2014

Printed Name and Title: Eddy O Salas - General Manager

E-Mail: eddy@pacgraphics.com

**ATTACHMENT 2
REFERENCES FORM
RFB 2014-003 Printing Services**

Bidder is required to provide a minimum of three (3) references where services of a similar size and nature were performed within the past three (3) years. This will enable the City of to judge the responsibility, experience, skill, and business standing of the Bidder.

Company Name: City of Temple City Contact Name: Wendy Chung
Address: 9701 Las Tunas Dr. Phone Number: 626-285-2171
Temple City, CA 91780 Fax Number: wchung@templecity.us
Dollar Value of Contract: \$ 60,000/yr Contract Dates: 2012-2015
Requirements of Contract: Printing & Mailing Services for Newsletter

Company Name: City of Rosemead Contact Name: Sandy Bernica
Address: 8838 East Valley Blvd. Phone Number: 626-569-2163
Rosemead, CA 91770 Fax Number: sbernica@cityofrosemead.org
Dollar Value of Contract: \$ 58,000/yr Contract Dates: 2012-2015
Requirements of Contract: Printing & Mailing Services for Newsletter

Company Name: City of Santa Clarita Contact Name: Amy Sparks
Address: 23920 Valencia Blvd., Suite 100 Phone Number: 661-286-4084
Santa Clarita, CA 91355 Fax Number: asparks@santa-clarita.com
Dollar Value of Contract: \$ 10,000/yr Contract Dates: 2009-2014
Requirements of Contract: Printing Services for Visitors Guide

ATTACHMENT 1 BID FORM RFB 2014-003 Printing Services

Name of Company: Mike Cabrera Corp. dba Intergraphics Co.

Type of Company: Corporation

Company Address: 103 Crabapple Drive, Pomona CA 91767

Company Phone: 213-705-3939 Fax: 213-926-0510

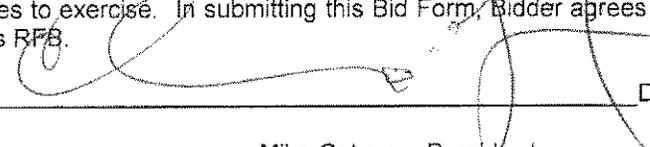
Number of years the company has been in business: 8 Years

Quote is for: Product as Specified Product Equal

Item #	Est. Qty.	Description	Unit Price	Extended Price
1	78,000	Pico Rivera Parks and Rec. Guide (Fiscal Year 14-15)	\$.4156	\$ 32,420.00
2	78,000	Pico Rivera Parks and Rec. Guide (Fiscal Year 15-16)	\$.4156	\$ 32,420.00
3	78,000	Pico Rivera Parks and Rec. Guide (Fiscal Year 16-17)	\$.4156	\$ 32,420.00
4	190,900	The Profile (Fiscal Year 14-15)	\$.1915	\$ 36,386.00
5	190,900	The Profile (Fiscal Year 15-16)	\$.1915	\$ 36,386.00
6	190,900	The Profile (Fiscal Year 16-17)	\$.1915	\$ 36,386.00
Total Bid Amount				\$ 206,418.00
(Tax, freight, and/or delivery charges must be included in the unit price.)				

32-page
32-page
32-page

Pursuant to the Notice Inviting Sealed Bids, the undersigned declares that he/she has carefully examined specifications for RFB 2014-003 Printing Services. I, the undersigned, hereby certify that this Bid and the amount offered in this Bid Form are true and accurate to the best of my knowledge in accordance with the requirements of California Business and Professions Code Section 7028.15. The undersigned agrees that the bid amounts offered herein shall remain in effect throughout the full term of the resulting agreement, including any and all agreement extensions the City chooses to exercise. In submitting this Bid Form, Bidder agrees to comply with the terms and conditions illustrated in this RFB.

Signature:  Date: 3/18/2014

Printed Name and Title: Mike Cabrera, President

E-Mail: mike@intergraphicsco.com

**ATTACHMENT 2
REFERENCES FORM
RFB 2014-003 Printing Services**

Bidder is required to provide a minimum of three (3) references where services of a similar size and nature were performed within the past three (3) years. This will enable the City of to judge the responsibility, experience, skill, and business standing of the Bidder.

Company Name: City of Bellflower Contact Name: Mike Machado
Address: 16600 Civi Center Dr. Phone Number: (562) 804-1424 ext. 2258
Bellflower, Ca 90706 Fax Number: _____
Dollar Value of Contract: \$ \$32,000 Contract Dates: 2011-present
Requirements of Contract: _____
Print and mail recreation buide to city and business redisdents on a timely basis.

Company Name: City of Pico Rivera Contact Name: Carmela Garcia
Address: 6767 Passons Blvd. Phone Number: 562-801-4448
Pico Rivera, CA 90660 Fax Number: 562-801-0671
Dollar Value of Contract: \$ \$33,000.00 Contract Dates: 2011-present
Requirements of Contract: _____
Print and mail recreation buide to city and business redisdents on a timely basis.

Company Name: City of Santa Fe Springs Contact Name: Julie Herrera
Address: 11710 Telegraph Road Phone Number: 562-868-0511
Santa Fe Springs, CA 90706 Fax Number: _____
Dollar Value of Contract: \$ \$30-\$35,000.00 Contract Dates: 2006-present
Requirements of Contract: _____
Print and mail recreation buide and city newsletter to city and business redisdents on a timely basis.

**ATTACHMENT 1
 BID FORM
 RFB 2014-003 Printing Services**

Name of Company: Trend Offset Printing Services, Inc.

Type of Company: Printing

Company Address: 3701 Catalina Street
Los Alamitos, CA 90720

Company Phone: 562-598-2446 Fax: 562-493-6840

Number of years the company has been in business: 29

Quote is for: Product as Specified Product Equal

Item #	Est. Qty.	Description	Unit Price	Extended Price
1	78,000	Pico Rivera Parks and Rec. Guide (Fiscal Year 14-15)	\$ 410.76	\$ 32,040
2	78,000	Pico Rivera Parks and Rec. Guide (Fiscal Year 15-16)	\$ 410.76	\$ 32,040
3	78,000	Pico Rivera Parks and Rec. Guide (Fiscal Year 16-17)	\$ 410.76	\$ 32,040
4	190,900	The Profile (Fiscal Year 14-15)	\$ 196.96	\$ 37,600
5	190,900	The Profile (Fiscal Year 15-16)	\$ 196.96	\$ 37,600
6	190,900	The Profile (Fiscal Year 16-17)	\$ 196.96	\$ 37,600
Total Bid Amount				\$
(Tax, freight, and/or delivery charges must be included in the unit price.)				

208,920

Pursuant to the Notice Inviting Sealed Bids, the undersigned declares that he/she has carefully examined specifications for RFB 2014-003 Printing Services. I, the undersigned, hereby certify that this Bid and the amount offered in this Bid Form are true and accurate to the best of my knowledge in accordance with the requirements of California Business and Professions Code Section 7028.15. The undersigned agrees that the bid amounts offered herein shall remain in effect throughout the full term of the resulting agreement, including any and all agreement extensions the City chooses to exercise. In submitting this Bid Form, Bidder agrees to comply with the terms and conditions illustrated in this RFB.

Signature:  Date: 3/12/14

Printed Name and Title: Ryan Sweetman - Sales Account Executive

E-Mail: rsweetman@trendoffset.com

**ATTACHMENT 2
REFERENCES FORM
RFB 2014-003 Printing Services**

Bidder is required to provide a minimum of three (3) references where services of a similar size and nature were performed within the past three (3) years. This will enable the City of to judge the responsibility, experience, skill, and business standing of the Bidder.

Company Name: City of Newport Beach Contact Name: Matt Lohr
Address: 3300 Newport Blvd Phone Number: 949-644-3164
Newport Beach, CA 92663 Fax Number: _____
Dollar Value of Contract:\$ N/A Contract Dates: 2/1/12 - 2/1/16
Requirements of Contract: Print City Magazine

Company Name: City of Lakewood Contact Name: Allison Brammer
Address: P.O. Box 220 Phone Number: 562-866-9771
Lakewood, CA 90714 Fax Number: 562-866-0505
Dollar Value of Contract:\$ _____ Contract Dates: _____
Requirements of Contract: Print City Magazine

Company Name: City of Yorba Linda Contact Name: Julio Palacios
Address: 4501 Casa Loma Phone Number: 714-961-7180
Yorba Linda, CA 92885 Fax Number: 714-986-1025
Dollar Value of Contract:\$ N/A Contract Dates: 1/1/12 - 1/1/15
Requirements of Contract: Print City Magazine



To: Mayor and City Council

From: City Manager

Meeting Date: August 26, 2014

Subject: RESIDENTIAL RESURFACING PROGRAM, PHASE "F" - CAPE SEAL PROJECT, CIP NO. 21292 – AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION

Recommendations:

- 1) Approve Plans, Specifications and Estimate (PS&E) for the Residential Resurfacing Program, Phase "F", Cape Seal Project, CIP No. 21292, and authorize the City Clerk to publish the Notice Inviting Bids; and
- 2) Approve the Notice of Exemption (NOE) for the subject project and authorize the City Clerk to file the NOE with the County Recorder.

Fiscal Impact: \$500,000 Measure R Funds
\$ 10,000 Norm's Development Deposit Funds
\$ 30,000 Rubberized Asphalt Concrete (RAC) Grant
\$540,000 Total Budget

Discussion:

In 2012, the Department of Public Works prepared a Pavement Management System (PMS) to rate roadway pavement conditions, and to identify maintenance and rehabilitation strategies for roadway pavements citywide. The PMS recommended resurfacing residential streets with *cape seal* and *slurry seal* pavement preservation treatments; two common pavement resurfacing methods used to extend the life of roadway pavement. The recommended project is in accordance with the recommendations of the adopted PMS and another phase of the City's Residential Resurfacing Program (RRP).

The Residential Resurfacing Program, Phase "F" (RRP Phase "F") is the sixth phase of the RRP. This phase entails resurfacing a total of 20 residential street segments citywide (see Enclosure 2) using the cape seal resurfacing method with a total budget of \$540,000.

The project entails cape sealing 20 residential street segments in the north (8), mid (6), and south (6) areas of the City (see Enclosures 1 and 2 for a list and map of the streets). Work includes weed abatement, crack sealing, skin patching, chip sealing and slurry sealing the existing roadway pavement.

The street segments included in the project were selected based on the PMS and verified by additional field reviews to ensure the condition of the existing pavement was appropriate for a cape seal treatment. The common issue found on these streets is severe alligator cracking, pavement depressions and deterioration. Cape seals are proper treatments for pavement in such conditions.

Cape seals are cost-effective treatments that can be used to avoid costly roadway overlays and/or replacements and can extend pavement life up to 10 years or more.

The Engineer’s Estimate is \$540,000. This project is budgeted in the Capital Improvement Program in the amount of \$540,000 and is funded by Measure R funds (\$500,000), RAC Grant funds (\$30,000) and a Development Deposit for the Norm’s Project (\$10,000).

The approximate project schedule is as follows:

- Advertise Construction September 2014
- Bid Opening and Award October 2014
- Start Construction November 2014 (25 working days to complete)

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

The project was designed by the City’s Engineering Division. Construction management and inspection will be performed by the Engineering Division.



René Bobadilla

RB:JE:EC:lg

Enc.

- 1) List of Project Streets
- 2) Map of Streets
- 3) Notice of Exemption

PHASE "F" OF THE ANNUAL RESIDENTIAL RESURFACING PROJECT (RRP)
PROJECT NO. 21292
AREA LIMITS

Project Streets (Limits of Construction):

Proposed Cape Seal (ARAM) Streets:

1. Mission Mills Rd - Baybar Rd to Capitol Ave
2. Banta Rd - Lindsey Ave to Durfee Rd
3. Harrell St. – Lindell Ave. to Layman Ave.
4. Harrell St. – Layman Ave. to Lindsey Ave.
5. Beverly Park - Pine St to Paramount Blvd
6. Calada Ave - Arma St to S/o Beverly Park
7. Carron Dr. – W/o Paramount Bl to Paramount Blvd
8. Unser St – Paramount Blvd to Bollenbacher Dr
9. Unser St – Bollenbacher Dr to Keltonview Dr
10. Bollenbacher Dr. – Unser St. to Carron Dr.
11. Bollenbacher Dr. – Carron Dr. to Washington Blvd.
12. Birchleaf Ave - Goodbee St. to Carron Dr.
13. Pico Vista Rd. – Whiteland St. to Southerly End
14. Claymore St. – Serapis Ave. to Sheridell Ave.
15. Claymore St. – Sheridell Ave. to Arrington Ave.
16. Flossmoor Rd - W/o Pico Vista Rd. to Pico Vista Rd.
17. Wilake St - W/o Pico Vista Rd. to Pico Vista Rd.
18. Eglise Ave - Rex Rd. to Burma Rd.
19. Beverly Blvd - Rosemead Blvd. to 350' East
20. Rosemead Blvd - Beverly Blvd. to 250' South

Print Form

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 Blvd.
Pico Rivera, CA 90660
(Address)

Project Title: Project No. 21292: Residential Resurfacing Program (RRP), Phase "F" (Cape Seal)

Project Applicant: City of Pico Rivera

Project Location - Specific:
Citywide

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

Description of Nature, Purpose and Beneficiaries of Project:
Resurfacing streets at 61 locations with Measure 'R' funding. No other repairs will be undertaken.

Name of Public Agency Approving Project: City of Pico Rivera

Name of Person or Agency Carrying Out Project: James Enriquez, P.E.

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 - Section 15301 (c)
Statutory Exemptions. State code number:

Reasons why project is exempt:

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), this project is categorically exempt under Section 15301, Class 1 (c) for existing facilities because the scope of work is limited to the repair, maintenance, restoration, and rehabilitation of existing City streets.

Lead Agency

Contact Person: James Enriquez, P.E. Area Code/Telephone/Extension: 562-801-4421

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: James Enriquez Date: 8/11/2014 Title: Director of Public Works/City Engineer

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21106, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPP:



To: Mayor and City Council

From: City Manager

Meeting Date: August 26, 2014

Subject: SIDEWALK IMPROVEMENT PROJECT, CIP NO. 21290 –
AUTHORIZATION TO ADVERTISE FOR
CONSTRUCTION

Recommendations:

- 1) Approve Plans, Specifications and Estimate (PS&E) for the Sidewalk Improvement Project, CIP No. 21290; and authorize the City Clerk to publish the Notice Inviting Bids; and
- 2) Approve the Notice of Exemption (NOE) for the subject project and authorize the City Clerk to file the NOE with the County Recorder.

Fiscal Impact: \$100,000 (Measure R Funds)

Discussion:

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

The locations included in the contract were selected based on an ongoing database of reports of damaged sidewalk from residents throughout the city. Staff inspected the damaged areas reported in the database to verify the type and extent of the repair needed. Other areas were also added that were identified during field inspections.

Accordingly, on July 1, 2014, City Council allocated \$100,000 in Measure R funds to the Sidewalk Improvement Project. This project entails construction of approximately 115 feet of new sidewalk, reconstruction of approximately 1,730 feet of existing sidewalk, and reconstruction of one driveway approach (see Enclosure 1 for the project location map). The Engineer's Estimate is \$87,000.

COUNCIL AGENDA REPORT – MTG. OF 08/26/14
SIDEWALK IMPROVEMENT PROJECT, CIP NO. 21290 – AUTHORIZATION TO
ADVERTISE FOR CONSTRUCTION

Page 2 of 2

The planning and design phase have been completed. The plans and specifications are available in the Public Works Department for review.

The project is ready for construction. Approval from the City Council is necessary to advertise the project for construction bids.

The Sidewalk Improvements Project is fully funded with \$100,000 in Measure R funds. The budget will be used for construction and contingency (\$87,000), and for staff time (\$13,000).

The anticipated schedule is as follows:

- Authorization to Bid August 26, 2014
- Bid Opening Date and Award October 2014
- Start Construction November 2014 (20 working days to complete)

The project has been reviewed for environmental compliance. Pursuant to the guidelines of the California Environmental Quality Act, the Sidewalk Improvements Project is categorically exempt under Class 1(c) for existing facilities. Under CEQA, a project is exempt if the scope of work is limited to the repair, maintenance, reconstruction or minor alterations of an existing street and/or sidewalk.

The project has been designed by, and construction will be managed and inspected by, the Department of Public Works, Engineering Division.



René Bobadilla

RB:JE:MN:lg

Enc.

- 1) Location Map
- 2) Notice of Exemption

CITY OF PICO RIVERA

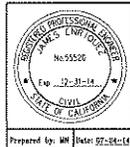


NOT TO SCALE

CIP NO. 21290 - ANNUAL SIDEWALK IMPROVEMENTS LOCATION MAP

LEGEND

-  - DENOTE AREA OF DAMAGE/NEW SIDEWALKS
-  - DENOTE RECONSTRUCTION DRIVEWAY APPROACH



CITY OF PICO RIVERA
 DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION
 CIP NO. 21290 - ANNUAL SIDEWALK IMPROVEMENTS
 LOCATION MAP

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 Blvd.
Pico Rivera, CA 90660
(Address)

Project Title: CIP 21290 - Annual Sidewalk Improvement

Project Applicant: City of Pico Rivera

Project Location - Specific:
Citywide

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

Description of Nature, Purpose and Beneficiaries of Project:
New construction and reconstruction. The project will improve sidewalks on public streets. The beneficiaries of project are the residents of City of Pico Rivera

Name of Public Agency Approving Project: City of Pico Rivera

Name of Person or Agency Carrying Out Project: James Enriquez, Director 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));
[X] Categorical Exemption. State type and section number: Class 1 - Section 15301(C)
Statutory Exemptions. State code number:

Reasons why project is exempt:
This project exempt due to it being a repair, maintenance, reconstruction of sidewalks

Lead Agency
Contact Person: James Enriquez Area Code/Telephone/Extension: 562-801-4425

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? [X] Yes [] No

Signature: [Signature] Date: 8/14/14 Title: Dir. of Public Work/City Eng.

[] 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:



To: Mayor and City Council
From: City Manager
Meeting Date: August 26, 2014
Subject: ROSEMEAD BOULEVARD PEDESTRIAN BRIDGE
REHABILITATION AND BEAUTIFICATION PROJECT, CIP
NO. 21240 — REJECT ALL BIDS

Recommendation:

Reject all submitted bids for the Rosemead Boulevard Pedestrian Bridge Rehabilitation and Beautification Project, CIP No. 21240.

Fiscal Impact:	\$316,333	(METRO Local Transit Funds)
	<u>\$250,000</u>	(Measure R Funds)
	\$566,333	Total

Discussion:

The Rosemead Boulevard Pedestrian Bridge (Rosemead Bridge), built in 1958, is located on Rosemead Boulevard, between Mines Avenue and Balfour Street. The Rosemead Bridge provides a safe means by which students, bicyclists, and/or pedestrians can safely cross over Rosemead Boulevard to visit local activity centers, such as the Smith Park/Aquatic Center, Rio Vista Park, the new County/City Library, and shopping centers. It also serves various El Rancho Unified School District educational facilities such as Rio Vista Elementary School, Ruben Salazar High School, El Rancho High School, and Valencia Elementary School.

The Rosemead Boulevard Pedestrian Bridge Rehabilitation and Beautification Project (Project) proposes to rehabilitate and beautify the bridge with a signature design. The proposed project improvements include new safety fencing, new handrails, energy efficient lighting and landscaping on Rosemead Boulevard in the immediate vicinity of the bridge.

The City Clerk advertised the Notice of Inviting Bids on May 1, 2014 and May 14, 2014. On May 29, 2014, one (1) bid was received and opened by the City Clerk's Office in a public forum (Enclosure 1).

COUNCIL AGENDA REPORT – MTG. OF 8/26/14
ROSEMEAD BOULEVARD PEDESTRIAN BRIDGE REHABILITATION AND
BEAUTIFICATION PROJECT, CIP NO. 21240 – REJECT ALL BIDS

Page 2 of 2

The Engineer's Estimate was \$361,016. The only bid received was at \$458,380. Upon evaluation, staff determined that the number of bids received was inadequate and the bid price was substantially higher than the Engineer's Estimate by \$97,364 and recommended rejection of all bids and re-advertisement for construction.

In order to encourage more competitive bids and allow more flexibility for the award of a contract, the project team revised the contract documents to provide a base bid and additive alternatives. The City Clerk re-advertised on July 10, 2014 and July 17, 2014. On August 7, 2014, three (3) bids were received and opened by the City Clerk's Office (Enclosure 1). The lowest base bid amount received is \$520,610, again substantially higher than the Engineer's Estimate.

The total project budget in the Capital Improvement Program is \$566,333 and is funded by Metro Local Transit funds (\$316,333) and Measure R funds (\$250,000). To date, \$126,121 has been expended on staff time and design and the budget remaining for construction is \$389,213 including contingency.

Unless additional funding is allocated to this project, the scope of the improvements will need to be reduced in order to re-advertise and obtain bids within the existing project budget. The reduced scope of improvements to the bridge may include a simplified panel/railing design, purchase of the panel/railing system direct from the manufacturer and in advance of the construction contract, elimination of landscaping and lighting upgrades, and elimination of other decorative and non-essential design elements. Upon City Council approval, staff will incorporate the revised scope of work into the contract documents and solicit, at a later date, City Council authorization to re-advertise the project for construction.

According to the Pico Rivera Municipal Code and the California Public Contract Code, the City Council has the authority to reject all bids. Municipal Code Section 3.20.150, Rejection of Bids, states, "In its discretion, the City Council may reject any and all bids presented and re-advertise for bids."



René Bobadilla

RB:JE:GD:lg

Enc.

- 1) Bid Summary
- 2) Bid Analysis

**ROSEMEAD BOULEVARD PEDESTRIAN BRIDGE REHABILITATION
AND BEAUTIFICATION PROJECT, CIP NO. 21240**

BID SUMMARY – MAY 29, 2014 (All bids rejected)

NO.	BIDDER	TOTAL BASE BID
	Engineer's Estimate	\$361,016
1	Green Giant Landscape, Inc.	\$458,380

BID SUMMARY – AUGUST 7, 2014

NO.	BIDDER	TOTAL BASE BID
	Engineer's Estimate	\$361,016
1	Green Giant Landscape, Inc.	\$520,610
2	LA Engineering Inc.	\$810,322.24
3	CPO Engineering Inc.	\$934,439

CITY OF PICO RIVERA
 BID SUMMARY (PRELIMINARY)



PROJECT NAME: ROSEMEAD BOULEVARD PEDESTRIAN BRIDGE REHABILITATION AND BEAUTIFICATION, CIP NO. 21240
 BID OPENED: 08-07-14
 OFFICE ENGINEER: GLADIS DERAS (562) 801-4351

Item No.	Description	Engineer's Estimate				Green Giant Landscape Inc.		Los Angeles Engineering, Inc.		CPO Enterprises Inc	
		Quantity	Unit	Unit Price	Base Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost
1	Remove Existing Railing	956	L.F.	\$ 10.00	\$ 9,560.00	\$ 10.00	\$ 9,560.00	\$ 20.00	\$ 19,120.00	\$ 50.00	\$ 47,800.00
2	Remove 6" of Sidewalk	30	S.F.	\$ 3.00	\$ 90.00	\$ 25.00	\$ 750.00	\$ 45.00	\$ 1,350.00	\$ 25.00	\$ 750.00
3	Sand Blast	10500	S.F.	\$ 1.50	\$ 15,750.00	\$ 2.00	\$ 21,000.00	\$ 11.00	\$ 115,500.00	\$ 6.00	\$ 63,000.00
4	Stain Concrete	10500	S.F.	\$ 2.50	\$ 26,250.00	\$ 2.00	\$ 21,000.00	\$ 4.00	\$ 42,000.00	\$ 7.00	\$ 73,500.00
5	Aluminum Panels	26	EA.	\$ 1,143.00	\$ 29,718.00	\$ 8,000.00	\$ 208,000.00	\$ 1,385.00	\$ 36,010.00	\$ 1,525.00	\$ 39,650.00
6	Railing system	58	EA.	\$ 538.00	\$ 31,204.00	\$ 1,000.00	\$ 58,000.00	\$ 4,297.00	\$ 249,226.00	\$ 5,200.00	\$ 301,600.00
7	Hardware for Connection	1	L.S.	\$ 37,000.00	\$ 37,000.00	\$ 40,000.00	\$ 40,000.00	\$ 10,000.00	\$ 10,000.00	\$ 26,000.00	\$ 26,000.00
8	Architectural Wall Sconce	1	EA.	\$ 465.00	\$ 465.00	\$ 1,000.00	\$ 1,000.00	\$ 2,800.00	\$ 2,800.00	\$ 1,800.00	\$ 1,800.00
9	Yoke Mount 108 Ground Light	6	EA.	\$ 2,094.00	\$ 12,564.00	\$ 1,500.00	\$ 9,000.00	\$ 2,500.00	\$ 15,000.00	\$ 3,000.00	\$ 18,000.00
10	Master Relay Panel	1	EA.	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 5,590.00	\$ 5,590.00	\$ 8,000.00	\$ 8,000.00
11	Pedestal Mount with Meter, 50 Ampere Main Breaker and (12) ampere branch breakers with a 10,000 AIC	1	EA.	\$ 4,500.00	\$ 4,500.00	\$ 10,000.00	\$ 10,000.00	\$ 2,750.00	\$ 2,750.00	\$ 2,800.00	\$ 2,800.00
12	Junction Box	12	EA.	\$ 100.00	\$ 1,200.00	\$ 200.00	\$ 2,400.00	\$ 295.00	\$ 3,540.00	\$ 450.00	\$ 5,400.00
13	3/4" x 10' Rigid Steel Conduit	30	EA.	\$ 45.00	\$ 1,350.00	\$ 120.00	\$ 3,600.00	\$ 353.00	\$ 10,590.00	\$ 200.00	\$ 6,000.00
14	1" x 10' Rigid Steel Conduit	40	EA.	\$ 60.00	\$ 2,400.00	\$ 140.00	\$ 5,600.00	\$ 250.00	\$ 10,000.00	\$ 200.00	\$ 8,000.00
15	#8 AWG Wire	2000	EA.	\$ 2.50	\$ 5,000.00	\$ 2.00	\$ 4,000.00	\$ 1.40	\$ 2,800.00	\$ 1.50	\$ 3,000.00
16	#10 AWG Wire	4000	LF	\$ 1.50	\$ 6,000.00	\$ 1.00	\$ 4,000.00	\$ 0.95	\$ 3,800.00	\$ 1.10	\$ 4,400.00
17	3/4" x 10' PVC Conduit	20	EA.	\$ 30.00	\$ 600.00	\$ 50.00	\$ 1,000.00	\$ 75.00	\$ 1,500.00	\$ 150.00	\$ 3,000.00
18	Miscellaneous Materials, conduit strap, trenching. Concrete for ground lights	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 6,000.00	\$ 6,000.00
19	Cistus x Crispatus 'warley rose'	72	1 Gal	\$ 8.00	\$ 576.00	\$ 20.00	\$ 1,440.00	\$ 8.20	\$ 590.40	\$ 20.00	\$ 1,440.00
20	Strelitzia Reginae	159	5 Gal	\$ 18.00	\$ 2,862.00	\$ 25.00	\$ 3,975.00	\$ 8.20	\$ 1,303.80	\$ 27.00	\$ 4,293.00
21	Euryops Pectinatus 'Munchkin'	161	5 Gal	\$ 18.00	\$ 2,898.00	\$ 15.00	\$ 2,415.00	\$ 18.00	\$ 2,898.00	\$ 27.00	\$ 4,347.00
22	Festuca Galuca 'elijah blue'	419	1 Gal	\$ 8.00	\$ 3,352.00	\$ 10.00	\$ 4,190.00	\$ 8.30	\$ 3,477.70	\$ 11.00	\$ 4,609.00
23	Soil Preparation	4,740	S.F.	\$ 0.75	\$ 3,555.00	\$ 2.00	\$ 9,480.00	\$ 0.35	\$ 1,659.00	\$ 0.50	\$ 2,370.00
24	Irrigation Modifications	4,740	S.F.	\$ 3.00	\$ 14,220.00	\$ 5.00	\$ 23,700.00	\$ 7.00	\$ 33,180.00	\$ 7.00	\$ 33,180.00
25	Jack and Drill	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,637.34	\$ 3,637.34	\$ 6,500.00	\$ 6,500.00
26	Mobilization	1	L.S.	\$ 1.00	\$ 16,409.80	\$ 30,000.00	\$ 30,000.00	\$ 110,000.00	\$ 110,000.00	\$ 205,000.00	\$ 205,000.00
27	Traffic Control	1	L.S.	\$ 1.00	\$ 8,204.90	\$ 20,000.00	\$ 20,000.00	\$ 81,000.00	\$ 81,000.00	\$ 50,000.00	\$ 50,000.00
28	Implementing BMP's	1	L.S.	\$ 1.00	\$ 8,204.90	\$ 10,000.00	\$ 10,000.00	\$ 26,000.00	\$ 26,000.00	\$ 4,000.00	\$ 4,000.00
TOTAL BASE BID					\$ 253,434		\$ 520,610		\$ 810,322.24		\$ 934,439
Additive Bid Alternate No. 1											
29	Aluminum Skirts	84	EA.	\$ 463.00	\$ 38,892.00	\$ 500.00	\$ 42,000.00	\$ 685.00	\$ 57,540.00	\$ 755.00	\$ 63,420.00
TOTAL AMOUNT ADD NO. 1					\$ 38,892		\$ 42,000		\$ 57,540.00		\$ 63,420
Additive Bid Alternate No. 2											
30	LED POD Lights for handrail	169	EA.	\$ 200.00	\$ 33,800.00	\$ 150.00	\$ 25,350.00	\$ 475.00	\$ 80,275.00	\$ 325.00	\$ 54,925.00
31	Power Supply	6	EA.	\$ 400.00	\$ 2,400.00	\$ 600.00	\$ 3,600.00	\$ 1,100.00	\$ 6,600.00	\$ 825.00	\$ 4,950.00
32	Remove Existing Buckheads	2	L.S.	\$ 100.00	\$ 200.00	\$ 2,000.00	\$ 4,000.00	\$ 980.00	\$ 1,960.00	\$ 1,500.00	\$ 3,000.00
TOTAL AMOUNT ADD NO. 2					\$ 36,400		\$ 32,950		\$ 88,835.00		\$ 62,875
Additive Bid Alternate No. 3											
33	Remove 1/4" Concrete or Scrabbling	3	C.Y.	\$ 1,600.00	\$ 4,800.00	\$ 1,000.00	\$ 3,000.00	\$ 1,200.00	\$ 3,600.00	\$ 23,000.00	\$ 69,000.00
34	Min. 1" Additional PPC Overlay	18	C.Y.	\$ 900.00	\$ 15,750.00	\$ 1,000.00	\$ 18,000.00	\$ 6,000.00	\$ 108,000.00	\$ 7,000.00	\$ 126,000.00
TOTAL AMOUNT ADD NO. 3					\$ 20,550		\$ 21,000		\$ 111,600.00		\$ 195,000
Additive Bid Alternate No. 4											
35	Color Rock Mulch	4,740	S.F.	\$ 1.00	\$ 4,740.00	\$ 1.00	\$ 4,740.00	\$ 0.67	\$ 3,175.80	\$ 3.00	\$ 14,220.00
36	Washingtonia Filifera	2	30"	\$ 3,500.00	\$ 7,000.00	\$ 6,000.00	\$ 12,000.00	\$ 2,586.00	\$ 5,172.00	\$ 4,800.00	\$ 9,600.00
TOTAL AMOUNT ADD NO. 4					\$ 11,740		\$ 16,740		\$ 8,347.80		\$ 23,820
TOTAL AMOUNT AGGREGATE BID					\$ 361,016		\$ 633,300		\$ 1,076,645.04		\$ 1,279,554



To: Mayor and City Council
From: City Manager
Meeting Date: August 26, 2014
Subject: TREE MAINTENANCE SERVICES, RFB 2014-PW02 - AWARD SERVICE CONTRACT

Recommendations:

- 1) Award a three-year service contract in the amount of \$716,855.00 to Trimming Land Company, Inc. for Tree Maintenance Services.
- 2) Authorize the Mayor to execute the contract in a form approved by the City Attorney.

Fiscal Impact:

\$238,952 annually (General Fund, PW - Street Maintenance Contracted Services)

Discussion:

The City maintains an urban forest with over 15,000 street trees and another 2,000 trees located on City facilities. The City has been contracting out tree maintenance services with a scope of work including a Citywide grid trim of street trees on a 3-year cycle, park tree trimming, aesthetic tree trimming at City Hall and the Sheriff's Station, tree removals, tree plantings, and other miscellaneous services.

The services to be provided include grid trimming of the City's entire tree inventory on a 36-month cycle, general tree trimming (for trees that require annual or more frequent trimming), tree removal, tree plantings, emergency services, and other miscellaneous services as required.

The City requested bids for tree maintenance services by advertising in the Whittier Daily News on May 15, 2014. On June 13, 2014 five (5) bids were received.

The following is the summary of bids:

<u>Contractor</u>	<u>Total Bid</u>
1. Tree Pros, Inc.	\$ 698,925.00 – (Non-responsive*)
2. Trimming Land Company	\$ 716,855.00
3. West Coast Arborists	\$ 803,740.00
4. Mariposa Landscapes, Inc.	\$1,566,030.00
5. Golden West Arbor Services	\$2,166,800.00

* By email on July 7, 2014, the Bidder indicated that the required inventory of trees was not included in the original bid and the inventory could be added at an additional cost of \$51,000 (\$3.00 per tree for 17,000 trees)

After completion of the bid analysis, including reference checks, Trimming Land Company, Inc. was confirmed to be the lowest responsive and responsible Bidder. They have met all bid specifications and have public sector experience. Current and former clients include, but are not limited to, the City of Los Angeles, County of Los Angeles, and the cities of Compton, Cudahy, and Lynwood.

Trimming Land Company, Inc. exhibits the capability, capacity, and experience to perform the work required under the bid solicitation. They have provided similar services and products with more than 10 years in the business.

Staff recommends award of a three-year tree maintenance contract to Trimming Land Company, Inc., with two (2) one-year optional extensions based on continued satisfactory performance. The annual cost of the contract services is an amount not-to-exceed \$238,952.



René Bobadilla

RB:JE:AD:lg

Enc.

- 1) Agreement with Trimming Land Company, Inc.
- 2) Bid Comparison

CONTRACTUAL SERVICES AGREEMENT

AGREEMENT NO. _____
 TREE TRIMMING AND MAINTENANCE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of September, 2014, by and between the CITY of Pico Rivera, a municipal corporation (hereinafter referred to as the "CITY"), and Trimming Land Co., Inc. (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR are sometimes hereinafter individually referred to as "Party" and collectively referred to as "Parties."

SECTION 1. RECITALS.

WHEREAS, the CITY desires to engage CONTRACTOR to perform Tree Trimming and Maintenance Services;

WHEREAS, CONTRACTOR represents to the CITY that CONTRACTOR Licensed Tree Service, possessing a valid State of California CONTRACTOR's License in the Classification of D49 "Tree Service" has the necessary skill, experience, and expertise to provide said Tree Trimming and Maintenance Services;

WHEREAS, the principal representative is authorized to enter into this Agreement on behalf of the CONTRACTOR and the CONTRACTOR is willing to perform such services under this Agreement; and

WHEREAS, CITY and CONTRACTOR desire to contract with one another for Tree Trimming and Maintenance Services; as described in the Scope of Services attached as Exhibit "A";

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, CITY and CONTRACTOR hereto agree as follows:

SECTION 2. SERVICES AND COMPENSATION.

- a. CONTRACTOR shall provide to the CITY the Services set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by this reference, and shall be compensated in accordance with the Schedule of Billing Rates as set forth in Exhibit "C" attached hereto and incorporated by reference, but not to exceed the maximum contract amount of Seven Hundred Sixteen Thousand Eight Hundred Fifty-Five Dollars and No Cents (\$716,855.00) (herein "Contract Sum").
- b. The unit prices and lump sum amounts for the Items listed in the Schedule of Billing Rates, shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to the completed services and for performing all services contemplated and embraced under this Agreement. Unit prices and lump sum amounts include the CONTRACTOR's costs involved with bonding, insurance, worker's compensation, overhead, financing, permit fees, mobilization, traffic control, public convenience and safety, protective barricading, sanitary facilities, storage of equipment and materials,

CONTRACTUAL SERVICES AGREEMENT

security against theft and vandalism, project site maintenance, dust control, clean-up and all other items incidental to the services provided herein.

- c. Payment for Unit Price work shall be made for the actual quantities of Contract Items completed in accordance with this Agreement. Measurement of Unit Price work shall be as specified in Section 9-1, "Measurement of Quantities for Unit Price Work," of the current edition, at the time this agreement is executed, of the Standard Specifications for Public Works Construction (SSPWC).
- d. Payment for Lump Sum work shall be paid for at the price indicated in the Exhibit "C", and in accordance with Section 9-2, "Lump Sum Work," of the SSPWC.
- e. CONTRACTOR shall submit an itemized billing to the CITY for approval prior to receiving compensation. Billing shall include a summary of total costs in accordance with the Billing Rates set forth in Exhibit "C". All billings shall include a description of the status of efforts, a brief itemization of costs associated with each project or project phase, supporting documentation, and the total phase or project costs to date.
- f. The CITY may assess penalties against the CONTRACTOR for unsatisfactory performance, as outlined in Exhibit "A." The CITY may withhold from progress billings deductions for penalties against CONTRACTOR.
- g. CONTRACTOR 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 and the amount due. Within thirty (30) days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice.
- h. CITY understands and hereby agrees that the services provided by CONTRACTOR under the Agreement will be performed wholly, or in large part, by CONTRACTOR.
- i. 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.
- j. The CITY does not warrant to contract exclusively with a single contractor to perform designated services.
- k. To the extent reasonably necessary to enable the CONTRACTOR to perform its duties hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist it in the proper performance of its duties. All cost of the services of, or expenses incurred by such agents or assistants shall be charged directly to CONTRACTOR.

CONTRACTUAL SERVICES AGREEMENT

- l. Both parties shall appoint a project manager who shall meet as frequently as deemed necessary by both parties to coordinate, review and insure performance by CONTRACTOR under this Agreement. The project manager appointed by CITY will oversee the daily administration of the tasks to be performed by CONTRACTOR under this Agreement.

SECTION 3. TERM.

- a. This Agreement shall commence on September 1, 2014. The term of this Agreement shall be three (3) years from commencement and shall expire on August 31, 2017, unless sooner terminated as hereinafter provided. The CITY shall have two (2) one-year optional renewals, based on mutual agreement between the Parties, as indicated in an amendment to extend the contract term, signed by both Parties. In no event shall this Agreement extend beyond August 31, 2019. In the event the CITY desires to exercise either option to extend, the CITY shall provide the CONTRACTOR with written notice at least SIXTY (60) CALENDAR DAYS prior to the expiration of the then-current term.
- b. The execution of this Agreement by the Parties does not constitute an Authorization to Proceed with services described in the Scope of Services. As soon as practicable after the contract has been executed by both Parties, the CITY shall may issue a Notice to Proceed, which will state the starting date.

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.

SECTION 5. 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 or his designee.

SECTION 6. EXPENSES.

CITY shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for CITY unless authorized in writing by CITY. If any term or conditions conflict between this Agreement and any proposal, the Agreement shall take precedent.

CONTRACTUAL SERVICES AGREEMENT

SECTION 7. CITY DESIGNEE.

The City Council, or its designee, shall have the authority to act for and exercise any of the rights of the CITY as set forth in this Agreement, subsequent to authorization by the CITY.

SECTION 8. TERMINATION.

- a. Discretionary Opportunity to Cure Defaults. If the Director of Public Works or designated representative deems that CONTRACTOR is in default for failure to supply an adequate working force, or service of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, Director of Public Works or designated representative may, in its discretion, give written notice to CONTRACTOR specifying defaults to remedied within thirty (30) days and such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If CONTRACTOR does not remedy defaults within thirty (30) days or commence steps to remedy default to the reasonable satisfaction of the Director of Public Works or designated representative, CITY may provide for such service from another CONTRACTOR and CITY may withhold any money due or which may become due to CONTRACTOR for such task related to the claimed default. If CONTRACTOR has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the Director of Public Works or designated representative, CITY may elect to terminate this Agreement at expiration of the thirty (30) days.
- b. CITY and CONTRACTOR shall have the right to terminate this Agreement, with or without cause, for any reason, with thirty (30) 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.
- c. 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, or default as discussed in subsection (a) above.
- d. Upon termination with or without cause, CITY shall pay to CONTRACTOR, within 30 days of receipt of a final invoice, all amounts due and owing to CONTRACTOR through the effective date of termination, for work CONTRACTOR performed to the CITY's satisfaction, as solely determined by the CITY.
- e. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

CONTRACTUAL SERVICES AGREEMENT

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

No official or employee of 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. As such, the CONTRACTOR shall have no power or authority to incur any debt, obligation or liability on behalf of the CITY. 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. 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. Further, the CONTRACTOR is not entitled to any benefit typically associated with an employee, such as medical, sick leave or vacation benefit.
- 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 or any other insurance.
- d. PERS ELIGIBILITY INDEMNITY. In the event that the CONTRACTOR or any employee, agent, or subcontractor of the CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of the CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

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

CONTRACTUAL SERVICES AGREEMENT

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. CONTRACTOR shall obtain a CITY business license prior to commencing performance under this Agreement.

SECTION 13. INDEMNIFICATION.

To the fullest extent permitted by law, CONTRACTOR agrees to, and shall defend (with counsel of CITY's choosing), indemnify, protect and hold harmless, the CITY, its selected 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, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of CONTRACTOR, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the CONTRACTOR's Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses, except only liability arising out of the sole negligence of the CITY. CONTRACTOR shall reimburse CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

SECTION 14. INSURANCE COVERAGE.

The CONTRACTOR shall obtain and maintain during the life of this Agreement all of the following insurance coverage's:

- a. Comprehensive general liability, including premises-operations, broad form property damage, blanket contractual liability, independent contractors, and personal injury in the amount of One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate;
- b. Automobile liability for owned, hired and non-owned vehicles utilized by CONTRACTOR, its employees or subcontractors, in the amount of One Million Dollars (\$1,000,000) combined single limit; and
- c. CONTRACTOR shall obtain and maintain during the life of this Agreement workers compensation insurance for its employees and subcontractors as required by the laws of the State of California.

CONTRACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement. Endorsements for the policies under

CONTRACTUAL SERVICES AGREEMENT

Section 14(a) and (b) shall designate the CITY as an additional named insured. Prior to commencement of CONTRACTOR's services pursuant to this Agreement, CONTRACTOR shall provide CITY with proof of insurance in the form of both certificates of insurance and endorsement forms as approved by the office of the City Attorney. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling the CITY to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, the CITY shall have the right, but not the duty, to obtain replacement insurance and to charge the CONTRACTOR for any premium due for such coverage. The CITY has the option to deduct any such premium from the sums due to the CONTRACTOR. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. Any insurance or self-insurance maintained by CITY shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current AM Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval of the CITY's Risk Manager. The CONTRACTOR shall immediately advise the CITY of any litigation that may affect these insurance policies.

SECTION 15. NONDISCRIMINATION.

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

SECTION 16. ASSIGNMENT.

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

SECTION 17. SEVERABILITY.

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

CONTRACTUAL SERVICES AGREEMENT

SECTION 18. 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 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. NOTICE.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below:

If to CONTRACTOR:

Trimming Land Co., Inc.
Basilio Martinez
President
10513 Dolores Avenue
South Gate, CA 90280

If to CITY:

CITY of Pico Rivera
Director of Public Works
6615 Passons Blvd.
Pico Rivera, CA 90660

Either Party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

SECTION 21. WARRANTIES

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

- a. It has as 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

CONTRACTUAL SERVICES AGREEMENT

- 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 22. 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 23. MISCELLANEOUS

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction or 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. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.
- d. This Agreement may be signed in anyone 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.
- e. 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.
- f. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the Party from whom the affected performance was due.
- g. Paragraph headings are only for convenience and shall not be used to construe meaning or intent.
- h. Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis such Party drafted this Agreement or any provision within it.

CONTRACTUAL SERVICES AGREEMENT

- i. CONTRACTOR 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 CONTRACTOR shall at all times comply with such laws, ordinances, codes and regulations.
- j. Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of CITY.
- k. CONTRACTOR shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to CONTRACTOR by CITY or other information to which CONTRACTOR has had access during the term of this Agreement without the prior written approval of the CITY Attorney during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.
- l. Copies or originals of all data collected by CONTRACTOR in relation to work associated with this Agreement shall be provided to CITY. Data collected, stored, or provided shall be in a form acceptable to CITY and agreed upon by CITY.
- m. Whenever a service is to be performed by CONTRACTOR herein, same shall be performed consistent with any time constraints set forth hereunder, including Appendices, time being considered of the essence of this Agreement.
- n. CONTRACTOR shall submit all reports, correspondence, and documents related to the execution of this Agreement on recycled paper.

SECTION 24. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each Party.

CONTRACTOR shall not make changes to the Scope of Services or perform any additional work or provide any additional material except as set forth in this Agreement without first obtaining written authorization from CITY for such additional work or materials. Additional labor or materials provided without written authorization shall be done at CONTRACTOR'S risk and without payment.

[Signatures on Next Page]

CONTRACTUAL SERVICES AGREEMENT

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

“CITY”
CITY OF PICO RIVERA

“CONTRACTOR”
TRIMMING LAND CO., INC.

Brent A. Tercero, Mayor

Basilio Martinez, CEO / President

Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

Dated: _____

Dated: _____

EXHIBIT “A”
TREE MAINTENANCE SERVICES
SCOPE OF SERVICES AND SPECIFICATIONS

PART 1 GENERAL

1.01 REFERENCE STANDARDS

- A. All work shall conform to American National Standards Institute (ANSI) A300 Part 1 – 2001 Tree, Shrub and other Woody Plant Maintenance – Standard Practices for Pruning, and the Western Chapter of the International Society of Arboriculture Pruning Standards.
- B. CONTRACTOR shall comply with the Cal/OSHA General Industry and Electrical Safety Orders and ANSI Standard Z133.1 Pruning, Trimming, Repairing, Maintaining, and Removing Trees and Cutting Brush – Safety Requirements.
- C. All work shall generally conform to the current edition of the Standard Specifications for Public Works Construction (SSPWC) written and promulgated by Public Works Standards, Inc., a mutual benefit corporation comprised of members of the American Public Works Association, the Associated General Contractors of California, the Engineering Contractors Association, the Southern California Contractors Association and BNI Publications, Inc.
- D. Tree caliper measurement shall be expressed as “diameter at breast height” (dbh), defined as diameter in inches, measured 4.5 feet above ground surface, in accordance with the standards of the International Society of Arboriculture.

1.02 STANDARD OF PERFORMANCE

CONTRACTOR agrees that all services performed hereunder shall be provided in a manner commensurate with the highest professional standards and shall be performed by qualified and experienced personnel. Any work performed, materials or equipment furnished by CONTRACTOR under the Agreement shall meet fully the requirements of these Specifications and be subject to the approval and acceptance of the City.

1.03 UNIFORMS AND IDENTIFICATION BADGES

- A. Employees shall be appropriately identified.
- B. Every on-duty employee wears a visible photo identification badge identifying the following: employee name, physical description, and CONTRACTOR’s name. Such badge shall be displayed on employee’s person at all times when he/she is on City designated property.

1.04 GENERAL PROVISIONS

A. EQUIPMENT

- a. Equipment will be of the highest quality available in order to produce the quality of work required. Equipment shall be maintained in good condition at all times. All parts and systems of the collection equipment shall operate properly. Any equipment not meeting these standards shall not be used until the equipment is repaired and meets the standards stated in this section. Should the City at any time give notification in writing to CONTRACTOR that any vehicle does not comply with the standards set forth herein, the vehicle shall immediately be removed from service in the City and shall not be used again until approved in writing by the Director of Public Works or his designated representative (Director).
- b. CONTRACTOR shall provide an adequate number of vehicles and equipment for the tree maintenance services for which it is responsible under the Agreement. All equipment shall conform to the highest industry standards, shall be maintained in a clean and efficient condition and shall comply with all measures and procedures promulgated by all agencies with jurisdiction.
- c. CONTRACTOR shall make available sufficient back-up capacity to ensure that service remains uninterrupted during the life of the Agreement. The City may specify a minimum level of back-up equipment required. Cost for back-up equipment shall be the sole responsibility of the CONTRACTOR.
- d. The tree maintenance equipment must be designated and operated while on the route in such a manner as to prevent solid or liquid waste from escaping the vehicle. Any spillage of materials which occurs during the tree maintenance function shall be immediately cleaned up by the CONTRACTOR at its expense. A broom and shovel shall be carried at all times on each vehicle for this purpose. Vehicles shall be washed at least once a week.
- e. CONTRACTOR shall submit to City, upon City's request, a certificate of vehicle noise level testing by an independent testing entity approved by the City. Each vehicle used for collection, hauling and disposal services identified in this Agreement shall be equipped with an audible warning device that is activated when the vehicle is backing up.
- f. The CONTRACTOR shall maintain its vehicles and collection equipment free of graffiti.

B. CONTACT INFORMATION

- a. The CONTRACTOR shall maintain an office and provide the telephone services so that all calls from the City have no toll charge. If a telephone answering service is utilized, the answering service shall be capable of contacting CONTRACTOR by radio or cell phone. CONTRACTOR shall provide the City with a 24-hour emergency number for contact outside normal working hours. In response to a call from the City, CONTRACTOR shall respond within 2 hours.
- b. The CONTRACTOR shall a Project Manager that shall be the primary day-to-day contact for all issues related to this contract. The CONTRACTOR shall not change this designation without prior approval of the City, excluding cases of termination of the employee. The Project Manager shall be the City's key contact person with the CONTRACTOR. The Project Manager shall meet with the City as necessary to

effectuate the purposes of the Agreement. The Project Manager shall be knowledgeable with all aspects of the Agreement.

- c. The person designated as the Project Manager shall have at least two (2) years' experience in the management of tree maintenance service contracts for municipalities with population 25,000 or more.
- d. If the CONTRACTOR chooses to employ subcontractor(s) with expertise beyond that of Project Manager, the City shall have direct access to a designated representative from the subcontractor(s). The designated representative from any subcontractor(s) shall be designated in the Bid. The CONTRACTOR or subcontractor(s) shall not change this designation without prior approval of the City, excluding cases of termination of the employee.
- e. The City's direct contact with subcontractor(s) in no way eliminates the CONTRACTOR's ultimate responsibility to fulfill every requirement of the Agreement.

C. SAFETY

- a. The CONTRACTOR agrees to perform all work outlined in this Scope of Work in such a manner as to meet all accepted standards for safe practices during maintenance operations and to safely maintain and operate all equipment, machines, and materials consequential or related to the work; and is solely responsible for complying at all times with all local, County, State, Federal, or other legal requirements including, but not limited to, California Department of Food and Agriculture, O.S.H.A. Orders, Department of Transportation Drug and Alcohol testing provisions, CalTrans Traffic Control Manuals, and APWA Traffic Control Handbook, so as to protect all persons, including CONTRACTOR's employees, agents of the City, vendors, members of the public, and others from foreseeable injury to themselves or damage to their property. Furthermore, CONTRACTOR must contact Underground Service Alert (Dig Alert) before excavating a location, as necessary. CONTRACTOR shall inspect all hazards and potential hazards in maintained areas and keep a log indicating the date inspected and action taken. All employees working within the roadway right-of-way shall wear reflective safety vests.
- b. CONTRACTOR shall to inspect and identify any practices and conditions that render any portion of the maintained areas unsafe. The City shall be notified immediately of any unsafe conditions that require major correction. CONTRACTOR shall cooperate fully with City in the investigation of any accidental injury or death occurring in any of the maintained areas, including a complete written report thereof to the City within five (5) days of the injury or death.

D. EMERGENCY PROCEDURES

- a. CONTRACTOR shall immediately report any emergency situations, such as vandalism and broken equipment, by calling the following:
 - i. During business hours, the CONTRACTOR shall contact the City's Public Works Department at (562) 801-4415.

- ii. After-hours, the CONTRACTOR shall contact the Public Works Stand-by Employee at (562) 755-0768.

E. HOURS AND DAYS OF SERVICE

- a. Maintenance service may be conducted between the hours of 9:00 a.m. to 3:00 p.m. on major streets and 7:00 a.m. to 4:00 p.m. on residential street.
- b. The days of operation shall be Monday through Friday. No work shall be performed on Saturday, Sunday or Holidays unless authorized by the City.
- c. Eight (8) hours of labor shall constitute a day's work for all workers employed in the execution of this Agreement and the CONTRACTOR and any subcontractor under it shall comply with and be governed by the laws of the State of California having to do with working hours as set forth in Division 2, Part 7, Chapter 1, Article 2 of the California Labor Code, as amended.

1.05 INSPECTION

All services performed under these Specifications will be inspected by the Director of Public Works or designated representative. Whenever the CONTRACTOR is permitted or directed to work outside of regular working hours, or to vary the period during which work is carried on each day, he/she shall give the City due notice, so that the inspection may be provided.

Services not in accordance with these Specifications, in the opinion of the City, may be rejected at any stage of completion. If so ordered by City, the CONTRACTOR shall immediately cease its operations and remedy all deficiencies, at no additional cost to the City. Unsatisfactory materials or equipment rejected by the City shall be immediately made to conform to the Specifications or removed from the vicinity of the work at the CONTRACTOR's expense.

The City's representative shall have complete and sole discretion in determining conformance and acceptability of work performed under this Agreement by the CONTRACTOR. On all questions concerning the acceptability of services provided under this Agreement, the decision of the Director of Public Works or designated representative, shall be final and binding.

PART 2 PRODUCTS

2.01 GENERAL

All materials furnished by the CONTRACTOR shall be new, free from defects and shall match the proprietary specifications cited below, or approved equal. All materials furnished must be satisfactory to the City. Materials not in accordance with these Specifications, in the opinion of the City shall be made to conform thereto. Unsatisfactory materials shall be rejected, and if so ordered by the City, shall, at the CONTRACTOR's expense, be immediately removed from the vicinity of the work.

2.02 ORDERING MATERIALS

One copy of each of the CONTRACTOR's purchase order for materials forming a portion of the work must be furnished to the City, if requested. Each such purchase order shall contain a statement that the materials included in the order are subject to inspection by the City. Materials purchased locally will be inspected at the point of manufacture or supply, and materials supplied from points outside the Los Angeles area will be inspected upon arrival at the job, except when other inspection requirements are provided for specific materials in other sections of these Specifications.

2.03 INFRINGEMENT OF PATENTS

The CONTRACTOR shall hold and save the City, its officers, agents, servants, and employees harmless from and against all and every demand or demands, of any nature or kind, for or on account of the use of any patented invention, process, equipment, article, or appliance employed in the execution of the work or included in the materials or supplies agreed to be furnished under this Agreement, and should be the CONTRACTOR, his/he agents, servants, or employees, or any of them, be enjoined from furnishing or using any invention, process, equipment, article, materials, supplies or appliance supplied or required to be supplied or used under this Agreement, the CONTRACTOR shall promptly substitute other inventions, processes, equipment, articles, materials, supplies, or appliances in lieu thereof, of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the City. In the event that the City elects, in lieu of such substitution, to have, supplied, and to retail and use, any such invention, process, equipment, article, materials, supplies, or appliances, as may by this Agreement be required to be supplied and used, in that event the CONTRACTOR shall at his/her expense pay such royalties and secure such valid licenses as may be requisite and necessary to enable the City, its officers, agents, servants, and employees, or any of them, to use such invention, process, equipment, article, materials, supplies, or appliances without being disturbed or in way interfered with by any proceeding in law or equity on account thereof. Should the CONTRACTOR neglect or refuse promptly to make the substitution hereinbefore required, or to pay such royalties and secure such licenses as may be necessary and requisite for the purpose aforesaid, then in that event the City shall have the right to make such substitution, or the City may pay such royalties and secure such licenses and charge the cost thereof against any money due the CONTRACTOR from the City, or recover the amount thereof from him/her and his/her surety, notwithstanding final payment under this Agreement may have been made.

2.04 MATERIALS TO BE FURNISHED

When specifically requested by the City, the CONTRACTOR shall furnish the following materials under this Agreement:

- A. Top Soil – Shall conform to Class “A” imported topsoil or select material generated from on-site excavations, in accordance with Section 212-1.1 “Topsoil,” of the SSPWC.
- B. Organic Soil Amendment – Shall consist of Kellogg's “Gro-Mulch” or equal, conforming to Type 1 organic soil amendment, in accordance with Section 212-1.2.4 “Organic Soil Amendment,” of the SSPWC.

- C. Grass Seed – Shall consist of Northrup-King “Fast & Fine” or equal, a blend of perennial ryegrass, Kentucky bluegrass and creeping red fescue exhibiting germination in not more than 7 days.
- D. Top-Dressing – Shall consist of Kellogg’s “Topper” or equal, conforming to Type 1 mulch, in accordance with Section 212-1.2.5 “Mulch,” of the SSPWC.
- E. Fertilizer – Shall consist of Scotts “Agriform” (20-10-5) 21-gram controlled release fertilizer tablets.
- F. Trees – Shall consist of species identified in the City’s Street Tree Master Plan, 15, 24 or 36-inch box size, as designated by the City. Trees shall conform to the American Standard for Nursery Stock ANSI Z60.1-1996, and shall be subject to inspection and approval by the City prior to delivery to the planting site.
- G. Root Barriers – Shall consist of Deep-Root “Universal Barrier” – UB 18-2, UB 24-2 or UB 36-2 or equal, copolymer polypropylene interlocking panels.
- H. Tree Stakes – Shall consist of 2-inch diameter, pressure-treated lodge pole stakes, 10-feet in length.
- I. Tree Ties – Shall consist of V.I.T. Products “Cinch-Tie” or equal, flexible vinyl ties meeting ASTM-D-412, to provide adequate tree support while allowing movement and growth of the trunk.
- J. Trunk Guards – Shall consist of DeepRoot “AG9-4 Arbor Guard”, or approved equal.

PART 3 EXECUTION

3.01 GENERAL PRUNING STANDARDS

The primary objectives of tree trimming under this Agreement are to promote health, prevent decay, improve public safety, prevent branch and foliage interference with requirements of safe public passage, and improve the aesthetics of each tree. Complete tree pruning shall consist of the total removal of those dead or living branches that may threaten the future health, strength and attractiveness of trees. The specific techniques employed shall be consistent with industry practice for the sized and species of tree being trimmed. Consideration shall be given to the growth habits of individual tree species within the local environment.

Specifically, trees shall be pruned in such a manner as to:

- A. Remove all dead and dying branched and branch stubs that are one-half inch(1/2”) diameter or larger. Remove all broken or loose branches. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch.
- B. Remove all crossed or rubbing limbs unless removal will result in large gaps in the general outline of the tree.

- C. Clear trees of sprout or sucker growth to a minimum of ten (10) feet above ground level. Exceptions are allowed for young trees, which would be irreparable damaged by such pruning action.
- D. Obtain a balanced appearance when viewed from all sides, unless authorized by the City to do otherwise.
- E. Remove all vine plants growing on the trees at ground level. Vine tendrils entwined on tree trunks and branches shall be removed without injury to said trees.
- F. All cuts shall be made sufficiently close, ½ inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2” or greater shall be undercut to prevent splitting. Final pruning cuts shall be made without leaving stubs, in a manner to promote fast callous growth. The remaining limbs and branches shall not be split or broken at the cut.
- G. When tree pruning cuts are made to a side limb, such remaining limb must possess a basal thickness of at least one-third (1/3) of the diameter of the wound so affected. Such cuts shall be considered proper only when such remaining limb is vigorous enough to maintain adequate foliage to produce wood growth capable of callusing the pruning cut so affected within a reasonable timeframe.
- H. Final pruning cuts shall be made without leaving stubs, in such a manner so as to favor the earliest possible covering of the wound by natural callus growth. Excessively deep flush cuts, which produce large wounds or weaken the tree at the cut, shall not be made. The branch collar shall not be removed.
- I. Tree limbs shall be removed and controlled in such a manner as to cause no damage to other parts of the tree, or to other plants or property.
- J. When removing a live branch, pruning cuts shall be made in branch tissue just outside the branch bark ridge and collar, which are trunk tissue. If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and the trunk.
- K. When removing a dead branch, the final cut shall be made outside the collar of live callus tissue. If the collar has grown out along the branch stub, only the dead stub shall be removed, the live collar should remain intact and uninjured.
- L. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree. When trimming fungus, disease or fire blight infected limbs or fronds, all pruning tools shall be cleaned after each cut with alcohol or bleach. All major pest problems shall be promptly reported to the City.
- M. All cutting tools and saws used in tree pruning shall be kept sharpened to result in final cuts with an unabrasive wood surface and secure bark remaining intact. All trees six (6) inches in diameter or less shall be pruned with hand tools only. Chain saws shall not be permitted to remove any branches two (2) inches or less in diameter. This is to prevent

any unnecessary abrasions to cambial tissue that may predispose a tree to insect and/or disease problems.

- N. Whenever pruning cuts are to be made, while removing limbs too large to hold securely in one hand during the cutting operation, the limbs shall be cut off first, on (1) to two (2) feet beyond the intended final cut. Then the final cut shall be made in a manner to prevent unnecessary tearing back of the bark and wood. Such cutting back shall not include the removal of any live, healthy limbs in excess of six (6) inches without prior City approval.
- O. Any extraneous metal, wire, rubber or other material interfering with tree growth shall be removed when possible.
- P. When a tree is pruned, the tree worker shall inspect for any obvious tree hazards. All hazardous situations shall be corrected or promptly reported to the City. Any defective or weakened trees shall be reported to the City.
- Q. Beneficial animal or birds nest or nesting cavities shall be preserved and protected whenever feasible, unless doing so would create a hazard.
- R. The use of hooks, gaffs, climbing spurs or spike shoes in the act of pruning trees shall be prohibited, except when pruning large *Washingtonia robusta* palm trees, or as specifically directed by the City.
- S. Topping shall not be done without prior approval of the City.

3.02 STREET TREE TRIMMING

- A. Trees shall be trimmed to provide a minimum clearance of fifteen (15) feet over the roadway and nine (9) feet over walkways.
- B. Trees shall also be trimmed to remove any obstruction of traffic control devices, signs and streetlights.
- C. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance.

3.03 AESTHETIC TREE TRIMMING

- A. Aesthetic tree trimming shall be performed by Service Request from the CITY. The CONTRACTOR will be given specific locations for aesthetic trimming in writing by the Inspector prior to such work being performed.
- B. In addition to the general pruning standards and clearance requirements described above, trees designated for aesthetic trimming shall be raised, reduced, shaped, and thinned, as directed by the City. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species.

3.04 PALM TREE TRIMMING

- A. Leaf base skirts shall be removed. Remove old and unsightly fronds, flower and fruiting clusters so that the remaining healthy fronds project upward at approximately a 45-degree angle in relation to the vertical trunk of the palm tree.
- B. When green or yellow fronds are cut, 8 to 12 inches of the leaf petiole base shall be left. The ends of the frond stubs shall be shaped to a point by two cuts with a sharp knife, leaving V-shaped tips.
- C. The frond stubs left by the previous pruning shall be cut off as close to the trunk as possible, resulting in a skinned trunk with all leaf petiole bases removed.
- D. Premature surgical removal of green leaf bases can lead to trunk scars and a portal of infection. Do not over prune as this can stress the plant.
- E. Most palm fronds shall be cut from the underside to minimize ripping fiber down the trunk.
- F. When pruning, only use clean cutting equipment. Disinfect equipment between trees with a 2 to 5 percent bleach solution. Cleaning equipment shall not transmit infections such as *Fusarium* in *Phoenix* species.
- G. Chainsaws are not recommended on some species of palms as it is not possible to adequately clean the equipment.

3.05 HIGH-VOLTAGE LINE CLEARANCE

- A. All persons performing tree trimming operations in the vicinity of exposed energized overhead conductors and equipment shall be properly trained in line clearance tree trimming operations in accordance with Section 2951 – “Line Clearance Operations,” of the Cal/OSHA High-Voltage Electrical Safety Orders.
- B. Only qualified line clearance tree trimmers, or trainees under the direct supervision and instruction of qualified line clearance tree trimmers, shall be permitted to perform such work.
- C. CONTRACTOR shall not violate the minimum distance specified in Section 2940.2(b), Table 2940.2, of the Cal/OSHA High-Voltage Electrical Safety Orders.
- D. The employee in charge of each independent crew shall coordinate the de-energizing and re-energizing of high-voltage lines with the operator of the high-voltage lines.
- E. Branches contacting energized conductors or equipment shall be removed only by using non-conducting equipment.
- F. Line clearance tree trimming work shall not be performed when adverse weather conditions in the immediate vicinity make the work hazardous in spite of the work practices required by this section.

3.06 TREE REMOVAL

Tree removal shall be conducted in accordance with the standards of the arboriculture profession, exercising utmost care to avoid injury to workers or property.

- A. Immediately prior to performing tree removal, a job briefing shall be conducted between the CONTRACTOR and the City to review the hazards unique to each specific location, appropriate work procedures to be followed, traffic control, and safety.
- B. All hazards to pedestrians and vehicles resulting from tree removal shall be safeguarded immediately. If for some reason this cannot be accomplished, the area shall be adequately barricaded and lighted until the hazard can be eliminated.
- C. Residential streets may be temporarily closed to through traffic prior to falling trees in accordance with the Traffic Control provisions described in Article 3.10 below.
- D. Unless specifically authorized by City, trees shall not be felled directly to the ground or street surface. All trees shall be removed in sections not exceed 5 feet in length. Heavy sections and/or limbs shall be lowered to the ground using conventional roping and rigging procedures, or by use of a crane.
- E. At least 2 working days prior to stump removal operations, the CONTRACTOR shall be responsible for contacting Dig Alert (800) 422-4133 for marking the location of underground utilities within the work area.
- F. Stumps should be cut low enough to the ground where grinding can be done safely.
- G. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The CONTRACTOR shall grind the stump a minimum distance of 2 feet on either side of the outer circumference of the stump, or until surface roots are no longer encountered. The extent of grinding shall also include all parkway surfaces raised above the plane of the surrounding curb and sidewalk by the tree's root system.
- H. Existing irrigation piping and heads damaged by stump removal shall be repaired, replaced or restored to as near their original location and functions as reasonable possible by the CONTRACTOR.
- I. Wood chips resulting from the stump grinding operation shall be removed and replaced with clean topsoil matching native Pico Rivera soil. The ground surface shall be tamped and raked to remove rocks, clods and other objectionable materials in excess of ¼-inch in diameter, providing a smooth appearance.
- J. Grass seeds shall be evenly distributed and top-dressed with suitable mulch for all trees removed in lawn areas, unless otherwise directed by the City, or a replacement tree is to be planted in the same location.

3.07 ROOT PRUNING

- A. At least 2 working days prior to root pruning operations, the CONTRACTOR shall be responsible for contacting Dig Alert (800) 422-4133 for marking the location of underground utilities within the work area.
- B. The CONTRACTOR shall hand excavate to expose all underground utilities within the area of root pruning.
- C. Root pruning shall be performed using a Vermeer root-cutting machine. Alternate equipment or techniques must be approved by the City.
- D. Areas inaccessible to the root-cutting machine or in close proximity to underground utilities shall be hand excavated and the roots manually cut using hand tools if necessary.
- E. Roots shall be cut cleanly to a depth of 18-inches below ground level, at the back of curb and the front of sidewalk, as directed by the City.
- F. Tree roots greater than 3-inches in diameter and less than 12-inches below ground level shall not be cut without approval of the City.
- G. Tree roots shall not remain exposed to drying out.
- H. Unless specified otherwise, root barriers shall be placed immediately following root pruning, in accordance with the manufacturer's instructions.
- I. Existing irrigation piping and heads damaged by root pruning shall be repaired, replaced or restored to as near their original location and function as reasonably as possible by the CONTRACTOR.
- J. Wood chips, roots and debris resulting from the root pruning operation shall be repaired and replaced with clean topsoil matching native Pico Rivera soil. All open excavations shall be backfilled with clean topsoil at the end of each workday. The ground surface shall be tamped and raked to remove rocks, clods and other objectionable materials in excess of ¼-in diameter, providing a smooth appearance.
- K. Grass seed shall be evenly distributed and top-dressed with suitable mulch for all root pruning completed in lawn areas, unless otherwise directed by the City.

3.08 TREE PLANTING

The CONTRACTOR shall plant trees as directed by Service Request from the City. Unless specifically requested otherwise, the City shall furnish all trees to be planted, including root barriers, tree stakes, ties, trunk guards and appurtenant materials. Planting shall be performed with materials, equipment and procedures favorable to the optimum growth of the trees, in accordance with the following specifications:

- A. At least 2 working days prior to excavation operations, the CONTRACTOR shall be responsible for contacting Dig Alert (800) 422-4133 for marking the location of underground utilities within the work area.
- B. Planting holes shall be excavated at least 12-inches wider and 6-inches deeper than the root ball of the tree to be planted, and shall be larger if necessary to facilitate handling and planting without injury or breakage of the root ball.
- C. Plant containers shall be opened and removed in such a manner that the root ball is not injured.
- D. All planting holes shall be backfilled with a prepared soil mix, consisting of equal parts native soil and organic soil amendment comprised of ground, processed, nitrolized wood shavings.
- E. After planting, the tree shall be plumb, with the root crown at its natural growing depth with respect to finish grade. Planting shall be governed by the following requirements:
 - 1.) A layer of prepared soil mix shall be deposited in the planting hole.
 - 2.) The tree shall be set approximately at the center of the hole.
 - 3.) Controlled-release fertilizer tablets (Agriform 21-gram tablets or equal) shall be evenly distributed around the root ball, in accordance with the manufacturer's directions.
 - 4.) When specifically required by City, the CONTRACTOR shall furnish and place root barrier material (Deep-Root or equal) to completely surround the root ball of the tree. Root barrier material shall be assembled and placed in accordance with the manufacturer's instructions. Use of crushed rock gravel backfill will not be required.
 - 5.) Prepared soil mix shall be deposited and consolidated around the root ball in the remainder of the hole to finish grade.
 - 6.) The backfill shall be thoroughly water-settled and additional prepared soil mix added to fill any remaining void below finish grade.
 - 7.) A circular watering basin slightly larger than the planting hole shall be left around the tree.
 - 8.) The tree shall be staked with two 10-foot treated lodge pole stakes and fastened with flexible ties. A trunk guard shall be affixed to the base of each tree at ground level.
 - 9.) The area around each tree planted shall be re-graded to match the surrounding grade. CONTRACTOR shall dispose of excess soil.

- 10.) The CONTRACTOR shall be responsible for the initial watering only. The City shall assume responsibility for watering the tree thereafter.

3.09 CLEAN-UP & DISPOSAL

The CONTRACTOR shall clean all job sites when work is completed, including the raking or sweeping of leaves and twigs, from the private property, parkway and streets. All resulting debris shall be removed from the work site daily and properly disposed of at the end of each workday.

- A. All tree parts are to be loaded into transport vehicles. The vehicles must have the front and sides solid and the top and rear shall be covered with a tarp, or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport.
- B. Branches, suckers, bark and other tree parts that are chipped are to be tarped and hauled to the disposal site during the workday.
- C. All healthy tree wood is the property of the CONTRACTOR and shall be disposed of away from the site area. CONTRACTOR shall not leave wood along the public right-of-way unless directed by the City.

3.10 TRAFFIC CONTROL, PUBLIC CONVENIENCE & SAFETY

The CONTRACTOR shall comply with the requirements of Section 7-10, "Public Convenience and Safety," of the Standard Specifications for Public Works Construction (SWPWC), Article 10 of the Agreement General Conditions, and the APWA Work Area Traffic Control Handbook (WATCH), except as modified and supplemented below. In the case of a conflict, the highest standard shall prevail.

- A. CONTRACTOR shall endeavor to maintain good public relations at all times. Work shall be performed by competent employees and supervised by an experienced, English-speaking supervisor in tree maintenance operations.
- B. The CONTRACTOR shall conduct his operations so as to offer the least possible obstruction and inconvenience to the public, and the work area shall be of no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public. The CONTRACTOR's operations shall not cause unnecessary inconvenience. The access rights of the public will be considered at all times.
- C. The CONTRACTOR shall maintain safe and adequate pedestrian and vehicular access to all properties. Access to these facilities shall be continuous and unobstructed, unless otherwise approved by the Engineer.
- D. The CONTRACTOR shall deliver advanced written notification of the intended tree operations at each work location to all affected businesses and residents.

- E. The CONTRACTOR shall furnish and maintain construction signs, barricades, temporary fencing, etc., to safeguard the public from the work areas, as described herein, and as directed by the City.
- F. Parking – On-street parking shall be restricted within the work area limits, during the specified working hours, on weekdays only. Temporary “NO PARKING” signs shall be provided and posted by the CONTRACTOR not less than forty-eight (48) hours in advance of the start of work requiring said restriction. Temporary “NO PARKING” signs must clearly state the days, dates, and hours when the parking restrictions are in affect. The CONTRACTOR shall not be permitted to staple any signs to trees. Signs shall be tied or taped so as not to damage the trees.
- G. The CONTRACTOR shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.
- H. Lane Closures – Major arterial streets shall be subject to closure of a single lane closest to the work area only. Complete closure of major arterial streets shall be prohibited. The CONTRACTOR shall comply with the following general lane closure requirements:
 - 1.) Flashing Arrow Signs (sequential arrow boards) shall be utilized for all closures of through travel lanes on all major arterial streets.
 - 2.) Not less than one 10-foot travel lane shall be provided in each direction at all times, except as specified below.
- I. Road Closures – Residential streets may be temporarily closed to through traffic to accommodate the work. However, the CONTRACTOR shall maintain access for residents, local traffic, and emergency vehicles at all times. Prior to implementation of local road closures, the CONTRACTOR shall notify the **City of Pico Rivera (562)801-4421, Sheriff’s Department at (562) 949-2421 and the City of Pico Rivera Fire Department at (562) 860-5524.**
- J. For tree trimming at the Pico Rivera Municipal Golf Course, the CONTRACTOR’s workforce shall beware that the course is open to public play during the performance of the work and shall remain watchful of golf play at all times. All workers shall wear head and eye protection at all times to safeguard against injury.
- L. No open excavations or planting pits shall be left unattended unless adequately covered and barricaded. The CONTRACTOR shall leave no open excavations beyond working hours.

PART 4 ADDITIONAL SCOPE OF SERVICES

- 4.1. The CONTRACTOR’S obligations under this agreement shall generally consists of providing Basic Tree Trimming/Maintenance Services, Additional Tree Trimming/Maintenance Services and Emergency Tree Trimming/Maintenance Services, as described below, in accordance with the Specifications for Tree Trimming, Removal and Planting, attached hereto as **Exhibit “A”**.

4.2. Basic Tree Trimming/Maintenance Services shall consist of scheduled tree trimming and creating/updating a computer database of the CITY'S tree inventory and maintenance records.

4.2.1 Scheduled Tree Trimming (Grid Trimming) shall consist of trimming all CITY-owned trees, regardless of species, height or diameter at breast height (dbh), within 25 geographic Maintenance Work Areas(identified and attached hereto as **Exhibit "B"**), within a prescribed 36-month cycle.

4.2.2.1 The scheduled tree trimming (hereinafter referred to as "Grid Trimming") shall include street tree trimming, palm tree trimming, high-voltage line clearance, trimming in CITY parks, trimming trees at Pico Rivera Municipal Golf Course, removal and disposal of trimming waste, an all appurtenant work thereto necessary for the satisfactory completion of the required services.

4.2.2.2 The CONTRACTOR shall trim all trees within the 25 Work Area Grids within a 36-month cycle, the initial 3-year term of this Agreement.

4.2.2.3 The tree trimming/maintenance schedule may be modified by the Director of Public Works or designated representative at least five (5) days' notice to the CONTRACTOR. The tree trimming/maintenance schedule shall not be modified by the Director of Public Works or designated representative without consultation with the CONTRACTOR.

4.2.2.4 The CONTRACTOR shall transport and dispose of all tree waste in accordance with all CITY, County and Federal requirements. Tree waste shall not be off-loaded at temporary storage sites on CITY, State or Federal properties within the CITY limits. The CITY shall be notified which disposal site(s) are used. The CONTRACTOR shall be solely responsible for all fees involved in the disposal. The CONTRACTOR shall also submit a monthly report to the Director of Public Works or designated representative for the total tonnage of the waste disposed in the preceding month.

4.2.2 Computer Database shall consist of creating and maintaining an inventory of the CITY'S trees to be trimmed under this Agreement, in the form of a relational database capable of linking and to be used locally on the City's computers.

4.2.2.1 Within the first 90-days of the Agreement term, the CONTRACTOR shall be required to provide the following:

A. Conduct an inventory of the CITY'S trees to be trimmed under this Agreement.

B. Develop and provide electronic media of relational database of the CITY'S tree inventory in Microsoft Access 2000 or higher to display, query and generate reports of the tree data.

C. Install tree inventory database, tree inventory software and provide a minimum of 5 licenses to be used locally on the CITY'S computers.

D. Provide not less than two training sessions in the use and manipulation of the street tree database, with CITY staff to include hands-on demonstrations.

4.2.2.2 As trees are trimmed, removed or replaced under this Agreement, the CONTRACTOR shall update the computer database records indicating the date of the most recent service provided and vital statistics of the individual tree. The CONTRACTOR shall update the database on a monthly basis and furnish to the CITY both a hardcopy and a digital copy of the database record with each progress billing.

4.2.2.3 The computer database described above shall be considered an instrument of service under this Agreement, and shall remain property of the CITY during the life of and following the termination of this Maintenance Services Agreement.

4.3. Additional Tree Trimming/Maintenance Services shall consist of unscheduled tree trimming/maintenance services of trees not already included in this Agreement including, but not limited to tree trimming, tree removal, stump removal, root pruning, root barrier installation, and planting of 15-inch, 24-inch and 36-inch box trees, with or without root barriers.

4.3.1. The CONTRACTOR shall perform services in addition to those specified in Article 2.2 when directed to do so by the CITY. These additional services will consist of unscheduled tree trimming/maintenance services of trees not already included in this Agreement include, but not limited to general tree trimming, aesthetic tree trimming, palm tree trimming, high-voltage line clearance, tree removal, stump removal, root pruning, root barrier installation, and planting of 15-inch, 24-inch and 36-inch box trees, with or without root barriers, removal and disposal of waste materials, and all appurtenant work thereto necessary for the satisfactory completion of the required services.

4.3.2. The computer database described above shall be considered and instrument of service under this Agreement, and shall remain the property of the CITY during the life of service under this Agreement, and shall remain the property of the CITY during the life of and following the termination of this Maintenance Services Agreement.

4.3.3. The CONTRACTOR shall transport and dispose of all tree waste in accordance with all CITY, County, State (including AB 939 recycling requirements) and Federal requirements. The disposal site(s) and the procedures to report the total tonnage of the tree waste shall be the same as those listed above.

4.4. Emergency Tree Trimming/Maintenance Services shall consist of responding to an emergency situation that requires immediate tree trimming/maintenance services both during and after normal working hours, and may include, but may not limited to tree trimming/removal due to damage inflicted by high winds, storms, floods, traffic collisions, and other emergency callouts.

- 4.4.1. During regular work hours, Monday to Friday from 7:00 a.m. to 4:00 p.m., the CITY may call upon the CONTRACTOR to respond to an emergency situation that requires immediate tree trimming/maintenance services. The CONTRACTOR is required to respond to these emergency services requests within two (2) hours of notification time. Failure to respond within the designated time will result in a penalty as outlined below.
- 4.4.2. Outside of regular working hours, during weekends, holidays and evenings (Monday to Friday, 4:00 p.m. to 7:00 a.m.), the CITY may call upon the CONTRACTOR to respond to an emergency situation that requires immediate tree trimming/maintenance services. The CONTRACTOR is required to respond to these emergency services requests within two (2) hours of notification time. Failure to respond within the designated time will result in penalty as outlined in below.
- 4.4.3. The CONTRACTOR shall transport and dispose of all tree waste in accordance with all CITY, County and Federal requirements. The disposal site(s) and the procedures to report the total tonnage of the tree waste shall be the same as those listed above.
- 4.5. The specific non-scheduled tasks to be provided by the CONTRACTOR may vary from project to project. Each project shall have a specific written scope of services agreed upon by CITY and CONTRACTOR. These tasks shall be as specified in the Service Request Work Order to be issued by the CITY to the CONTRACTOR prior to starting any call-out work. Work Orders shall be in written form, except for emergencies, in which case a verbal Work Order to the CONTRACTOR will suffice for CONTRACTOR's immediate response, and will be confirmed within 48 hours in writing.
- 4.6. CONTRACTOR shall provide the facilities necessary to complete the various work tasks to be performed pursuant to this Agreement. In the event CONTRACTOR requires additional facilities from CITY, CONTRACTOR shall submit such request to the CITY in writing.
- 4.7. Customer Service
 - 4.7.1. General – The CONTRACTOR'S office hours shall be from 7:00 a.m. to 4:00 p.m. daily, excluding Saturdays, Sundays and holidays. A representative of the CONTRACTOR shall be available during office hours for communication with the CITY'S representative at the CONTRACTOR'S principal office.
 - 4.7.2. Emergency Telephone Number – CONTRACTOR will maintain an emergency telephone number for use outside normal business hours. CONTRACTOR shall have a representative, or an answering service to contact such representative, available at said emergency telephone number during all hours other than normal office hours.
- 4.8. Project Management
 - 4.8.1. Designation of Key Personnel – CONTRACTOR shall designate in its Proposal a Project Manager. The CONTRACTOR shall not change this designation without prior approval of the CITY, excluding cases of termination of the employee. The project manager will be the CITY'S key contact person with the CONTRACTOR. The Project Manager shall meet with the CITY as necessary to effectuate the purposes of the

Agreement. The Project Manager must be knowledgeable with all aspects of the Agreement. The person designated as the Project Manager shall have at least two (2) years' experience in the management of tree trimming/maintenance services contracts for municipalities with population 25,000 or more.

- 4.8.2. Relationships with Subcontractor(s) Providers – If the CONTRACTOR chooses to employ subcontractor(s) with expertise beyond that of the Project Manager, CONTRACTOR shall provide the City with direct access to a designated representative from the subcontractor(s). The CONTRACTOR or subcontractor(s) shall not change this designation without prior approval of the CITY, excluding cases of termination of the employee. The CITY'S direct contact with the subcontractor(s) in no way eliminates the CONTRACTOR'S ultimate responsibility to fulfill every requirement of the Agreement.

4.9. Promotions

- 4.9.1. Community Relations Program – All materials produced by the CONTRACTOR relating to the Pico Rivera Tree Trimming/Maintenance Services Agreement shall be submitted to the CITY for review, comment and approval prior to printing and distribution. All materials will be professionally printed on paper stock with minimum recycled content.
- 4.9.2. News Media Relations – The CONTRACTOR shall notify the CITY by facsimile of all requests for news media interviews related to this Agreement within twenty-four (24) hours. Before responding to any inquiries involving controversial issues, CONTRACTOR will discuss the proposed response with CITY. Notification shall be sent to the Director of Public Works or designated representative. Copies of draft news releases or proposed trade journal picture or articles shall be submitted to CITY for review and approval at least five (5) days in advance of release. Copies of articles resulting from media interviews or news releases shall be provided to the CITY within five (5) days after publication.
- 4.9.3. Tree Trimming/Maintenance Truck Signage – CONTRACTOR shall affix upon he trucks magnetic signs, decals or painted signs approved by the Director of Public Works or designated representative. The signs shall be visible from both sides of the Trucks, shall contain the name of the CONTRACTOR and the phrase, “Under Agreement with the CITY”.

4.10. Tree Trimming/Maintenance Equipment Specifications

- 4.10.1. Equipment will be of the highest quality available in order to produce the quality of work required. Equipment shall be maintained in good condition at all times. All parts and systems of the collection equipment shall operate properly. Any equipment not meeting this Agreement shall not be used until the equipment is repaired and meets the standards stated in this section. Should the CITY at any time give notification in writing to CONTRACTOR that any vehicle does not comply with the standards set forth herein, the vehicle shall immediately be removed from service in the CITY and shall not be used again until approved in writing by the Director of Public Works or designated representative.

- 4.10.2. CONTRACTOR shall provide an adequate number of vehicles and equipment for the tree trimming/maintenance services for which it is responsible under the Agreement. All equipment shall conform to the highest industry standards, shall be maintained in a clean and efficient condition and shall comply with all measures and procedures promulgated by all agencies with jurisdiction.
- 4.10.3. The CONTRACTOR shall make available sufficient back-up capacity to ensure that service remains uninterrupted during the life of the Agreement. The CITY may specify a minimum level of back-up equipment required. Cost for back-up equipment shall be the sole responsibility of the CONTRACTOR.
- 4.10.4. The CONTRACTOR'S name, local phone number, and vehicle number shall be visibly displayed on its vehicles. Each vehicle shall bear a distinct identification number or letter and CONTRACTOR'S name and local telephone number. The color of the vehicles and vehicle trim shall be determined by the CONTRACTOR.
- 4.10.5. The tree trimming/maintenance equipment must be designed and operated while on the route in such a manner as to prevent solid or liquid waste from escaping the vehicle. Any spillage of materials which occurs during the tree trimming/maintenance function shall be immediately cleaned up by the CONTRACTOR at its expense. A broom and shovel shall be carried at all times on each vehicle for this purpose. Vehicles shall be washed at least once a week.
- 4.10.6. CONTRACTOR shall submit to CITY, upon CITY'S request, a certificate of vehicle noise level testing by an independent testing entity approved by the CITY. Each vehicle used for the collection, hauling, and disposal services identifies in this Agreement shall be equipped with an audible warning device that is activated when the vehicle is backing up.
- 4.10.7. The CONTRACTOR shall maintain its vehicles and collection equipment free of graffiti. Equipment identified as having graffiti shall be maintained pursuant to this Agreement.

4.11. City Policies and Municipal Code

- 4.11.1. Source Reduction and Recycled-Content Procurement – It is the CITY'S policy that source reduction practices and the purchase of recycled-content products be implemented to the maximum extent feasible. Copies of documents shall be made using double-sided copying. The CONTRACTOR must use products with recycled content in the course of fulfilling the terms of the Agreement with the CITY (e.g. submission of reports of post-consumer content recycled paper).
- 4.11.2. Pico Rivera Municipal Code Compliance – The CONTRACTOR shall be familiar with and operate in compliance with the applicable sections of the Pico Rivera Municipal Code (PRMC). The CONTRACTOR and its employees are subject to criminal and civil prosecution for operating in violation of the PRMC individually and as a corporation.

4.11.3. Non-Discrimination Requirements – CONTRACTOR, in the performance of its obligations, covenants that it will comply with all applicable local, state, and federal laws pertaining to nondiscrimination and affirmative action.

4.11.4. Prevailing Wages - Pursuant to Section 1720 et Seq. of the Labor Code of the State of California, Service Provider and all subcontractors are required to pay the general rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations and of the State of California. The Director's determination of prevailing rates is on file and open to inspection in the office of the City Clerk and is referred to and made a part hereof; and the wage rates therein ascertained, determined and specified are referred to and made part hereof as though fully set forth herein.

4.12. Enforcement Provisions

4.12.1. The required response times provided below are applicable for complaint and service requests received by the CITY and forwarded to the CONTRACTOR. The required response times listed below will always be based on the time the complaint or request is forwarded to the CONTRACTOR by the CITY.

4.12.2. Notification – The CITY will provide CONTRACTOR with five days written notice of any proposed penalty. CONTRACTOR will have the right to appeal the CITY'S penalty in accordance with the administrative review of disputes procedures of the Agreement.

4.12.3. Modifications – The CITY will have sole discretion to modify unsatisfactory service indicators and penalty amounts annually when the CITY conducts its Annual Review of Performance and Quality of Service as described in the Agreement.

4.12.4. Verification – Complaints and requests received by the CITY will be forwarded to the CONTRACTOR as soon as possible. The CONTRACTOR will maintain a computer record of all complaints and requests from the CITY. This record will include the date and time when all complaints and requests are received as well as the date and time the complaint or request has been resolved. All complaints and requests should be recorded in the computer record as soon as they are received. Responses to complaints and service requests must be recorded in the computer record within 24 hours after resolution of the complaint or completion of the service request. A copy of this computer record by address shall be available for inspection upon request by the Director of Public Works or designated representative.

4.12.5. Unsatisfactory Service Indicators and Corresponding Penalty Amounts

4.12.5.1. Failure to correct deficiency(s) (requested service not satisfactory cleaned/provided) within twenty-four (24) hours of notice of the deficiency(s) – A penalty of \$25.00 will be assessed any time a deficiency is not corrected within 24 hours from the receipt of the complaint. CONTRACTOR is responsible for correcting any deficiency within 24 hours. An additional \$25.00 will be assessed for each additional 24-hour period the deficiency is not corrected.

- 4.12.5.2. Failure to Process Claim for Damages – A penalty of \$100.00 will be assessed for failure to process a claim for damages within thirty (30) days from the date submitted to the CONTRACTOR.
- 4.12.5.3. Failure to Provide Reports – A penalty of \$25.00 per day will be assessed for each day after the due date specified in the Agreement each report required of the CONTRACTOR is not provided to the CITY.
- 4.12.5.4. Excessive Complaints – A penalty of \$500.00 will be assessed when more than 25 complaints regarding CONTRACTOR’S service are noted within one calendar year.
- 4.12.5.5. Operating During Unauthorized Hours – A penalty of \$100.00 will be assessed for any occurrence of the CONTRACTOR operating during unauthorized hours, except when authorized in writing by the CITY.
- 4.12.5.6. Failure to Provide Record of Service Requests/Complaints – A penalty of \$100.00 will be assessed anytime the CONTRACTOR fails to make available a copy of the CONTRACTOR’S records within seventy-two (72) hours of the request by the CITY.
- 4.12.5.7. Failure to Maintain Equipment – A penalty of \$25.00 will be assessed for any occasion when CONTRACTOR’S equipment does not meet the standards required by its Agreement with the CITY.
- 4.12.5.8. Failure to Maintain Records – A penalty of \$1,000.00 will be assessed if the CONTRACTOR fails to maintain any records required by the Agreement.
- 4.12.5.9. Excessive Violations of Service Requirements – The penalty will increase by 25% for any of the above indicators when the CITY has had to assess a penalty more than 15 times for that particular Unsatisfactory Service Indicator unless specified otherwise in the Agreement. After the CONTRACTOR has received 15 penalties for any Unsatisfactory Service Indicator the penalty will increase by 25% after each five penalties assessed for that requirement unless specified otherwise in the Agreement.
- 4.12.5.10. Failure to Respond to Emergency During Work Hours – A penalty in the amount of three (3) times the cost incurred by the CITY to respond to an Emergency during Working Hours due to the CONTRACTORS failure to perform shall be assessed.
- 4.12.5.11. Failure to Respond to Emergency During Off-Work Hours – A penalty in the amount of three (3) times the cost incurred by the CITY to respond to an Emergency during Off-Work Hours due to the CONTRACTORS failure to perform shall be assessed.

4.13. Reports

- 4.13.1. The CONTRACTOR shall be required to supply, keep, and make available upon request all information and data needed to comply with the CITY'S reporting requirements. The CONTRACTOR shall be required to obtain all necessary computer software and hardware, supplies, personnel, and training at CONTRACTOR'S expense to comply with the CITY'S reporting requirements.
- 4.13.2. All reports are due by the fifteenth of the month following the reporting month, unless otherwise specified. Reports, along with the monthly invoices, shall be submitted to Director of Public Works or designated representative.
- 4.13.3. CITY reserves the right to request additional information on an as needed basis, to review records at CONTRACTOR'S facility on demand and to conduct audits of reports identified in this Agreement, unless otherwise specified.
- 4.13.3.1. Regular Service Report – CONTRACTOR shall submit a monthly report of all grid trimming tree trimming/maintenance services completed. The report shall include daily and monthly summaries of all work completed during the reporting month. The report shall document the date, time, workforce, tree species, dbh, and the equipment used at each service location or general area. The report shall comply with the requirements of this Agreement, in a form approved by the CITY.
- 4.13.3.2. Additional Service Report – CONTRACTOR shall submit a monthly report of all additional services completed. The report shall include daily and monthly summaries of all additional work completed at the request of the CITY within the reporting month. The report shall document the additional service completed, street address or location, date, time, workforce, tree species, dbh, and the equipment used. The report shall comply with the requirements of this Agreement, in a form approved by the CITY.
- 4.13.3.3. Emergency Service Report – CONTRACTOR shall submit a monthly report of all emergency service completed. The report shall include daily and monthly summaries of all emergency services completed, street address or location, date, time, workforce, hours worked, tree species, dbh, and the equipment used at each emergency service location. The report shall comply with the requirements of this Agreement, in a form approved by the CITY.
- 4.13.4. Audits – CONTRACTOR shall permit CITY or any authorized representatives of CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to CONTRACTOR'S performance under this Agreement including, but not limited to, expenses for sub-CONTRACTOR'S, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.
- 4.13.4.1. The CONTRACTOR shall fund the cost of and independent audit of financial statements conducted annually for the preceding 12-month period. The CITY shall select the independent firm that will conduct the audit. Audits will include but not

limited to labor, materials, fuel, waste disposal, insurance and other operational practices and costs.

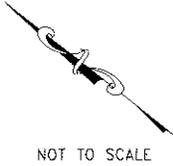
4.13.4.2. If an annual audit indicated any inaccuracies or inconsistencies with the CONTRACTOR'S operations or services the CITY reserves the right to conduct another audit of the CONTRACTOR'S operations. This audit will be paid for by the CONTRACTOR. The independent firm conducting the 2nd audit will be selected by the CITY.

4.14. Annual Review of Performance and Quality of Service – At CITY'S sole option, CITY may hold an annual review of the CONTRACTOR'S performance and quality of service. The review shall include, but shall not be limited to, services provided, complaints, recommended amendments to the Agreement, developments in the law. The reports required by this Agreement shall be utilized as the basis for review. Additional documentation may be requested. In addition, any residence may submit comments or complaints during the review meetings, either orally or in writing, and these may be considered. If any noncompliance with the exclusive Agreement is found, CITY may direct CONTRACTOR to correct the inadequacies and CITY may pursue all other legal and equitable remedies.

4.15. Verification – The CITY reserves the right to verify any information supplied by the CONTRACTOR. The Director of Public Works or designated representative of Pico Rivera, or his authorized designee, may inspect financial, accounting and operational records of the CONTRACTOR at any reasonable time for any purpose relevant to the performance of the Agreement provisions.

4.16. CONTRACTOR shall permit CITY or any authorized representative of CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to CONTRACTOR'S performance under this Agreement including, but not limited to, expenses for sub-CONTRACTORS, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

CITY OF PICO RIVERA CALIFORNIA



NOT TO SCALE

GRID TRIMMING - ZONE MAP

LEGEND:

-  --- FISCAL YEAR 2014-2015
-  --- FISCAL YEAR 2015-2016
-  --- FISCAL YEAR 2016-2017

OTHER ANNUAL SERVICES:

- SERVICE REQUEST TRIMMING
- TREE REMOVALS
- PLANTING
- ROOT PRUNING
- STUMP REMOVALS
- TRIM CHINESE ELMS
- TRIM PARKS
- TRIM CITY HALL
- TRIM LIQUIDAMBAR



CITY OF PICO RIVERA
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION

GRID TRIMMING - ZONE MAP

Date: 08-05-2014

EXHIBIT "C"
SCHEDULE OF BILLING RATES

TREE TRIMMING/MAINTENANCE SERVICES

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
BASIC SERVICES: Basic Tree Trimming/Maintenance Services			
1	Grid Trimming – Scheduled Tree Trimming by Grid (based upon 60 month cycle)	Each	\$32.00
2	Computer Database – Tree inventory, software & training	Lump Sum	\$0.00
ADDITIONAL SERVICES: Unscheduled Tree Trimming/Maintenance Services			
3	General Tree Trimming – by Service Request on Streets, Parks or Golf Course. Includes all species, heights, dbh, etc.	Each	\$54.00
4	Aesthetic Tree Trimming – by Service Request on Streets, Parks or Golf Course. Includes all species, heights, dbh, etc.	Each	\$124.00
5	Tree & Stump Removal - by Service Request on Streets, Parks or Golf Course. Includes all species, heights, dbh, etc.	Inch-Dbh	\$14.00
6	Stump Removal Only - by Service Request on Streets, Parks or Golf Course. Includes all species.	Inch Diameter	\$4.00
7	Root Prune - by Service Request on Streets, Parks or Golf Course. Includes all species & heights.	Lineal Foot-Inch	\$4.00
8	Furnish & Install Root Barrier - by Service Request on Streets, Parks or Golf Course. Includes all species & heights.	Each	\$4.00
9	Furnish & Plant 15-Inch Box Tree - by Service Request on Streets, Parks or Golf Course. Includes all species.	Each	\$110.00
10	Furnish & Plant 24-Inch Box Tree - by Service Request on Streets, Parks or Golf Course. Includes all species.	Each	\$220.00
11	Furnish & Plant 36-Inch Box Tree - by Service Request on Streets, Parks or Golf Course. Includes all species.	Each	\$574.00
12	Plant City-furnished 15-Inch Box Tree - by Service Request on Streets, Parks or Golf Course. Includes all species.	Each	\$74.00
13	Plant City-furnished 24-Inch Box Tree - by Service Request on Streets, Parks or Golf Course. Includes all species.	Each	\$110.00
14	Plant City-furnished 36-Inch Box Tree - by Service Request on Streets, Parks or Golf Course. Includes all species.	Each	\$344.00
EMERGENCY SERVICES			
15	During Work Hours (7:00 a.m. to 4:00 p.m.) – General Tree Trimming/Removal on Streets, Parks or Golf Course. Includes all species, heights, dbh, etc.	Hour	\$100.00
16	Outside Work Hours (4:00 p.m. to 7:00 a.m.) - General Tree Trimming/Removal on Streets, Parks or Golf Course. Includes all species, heights, dbh, etc.	Hour	\$100.00

Basic (Scheduled) Tree Trimming/Maintenance Services

Item 1. Grid Trimming

This Item shall consist of trimming all CITY-owned trees, regardless of species, height or dbh, in 25 geographic Maintenance Work Areas, within a designated 60-month cycle. The Grid Trimming services shall include street tree trimming, palm tree trimming, high-voltage line

clearance, trimming trees in CITY parks, trimming trees at the Pico Rivera Municipal Golf Course, removal disposal of trimming wastes, and all appurtenant work thereto necessary for the satisfactory completion of the required services, in accordance with the Specifications attached hereto as **Exhibit "A"**.

Payment shall be made at the Agreement Unit Price for each tree actually trimmed, regardless of species, height or dbh.

Item 2. Computer Database

This Item shall consist of conducting an inventory of the CITY'S trees to be trimmed under this Agreement, development of a relational database of the CITY'S tree inventory, furnishing and installing necessary software, and training CITY staff to manipulate the data, perform queries, and generate reports, etc., and all appurtenant work thereto necessary for the satisfactory completion of the required services, in accordance with the attached Specifications.

Payment is included in the Agreement's Lump Sum Price.

Additional (Unscheduled) Tree Trimming/Maintenance Services

Additional (Unscheduled) Tree Trimming and Maintenance Services shall be directed by the CITY's service requests and performed: a) in accordance with the provisions of Exhibit "A"; b) as described below; c) regardless of species, height, or dbh; and d) at any location throughout the City, on public streets, in City parks, or the Pico Rivera Golf Course.

Item 3. General Tree Trimming

This Item shall consist of unscheduled general tree trimming, including removal and disposal of trimming wastes, and all appurtenant work thereto necessary for the satisfactory completion of the required services.

Payment shall be made at the Agreement Unit Price per each tree actually trimmed by the CONTRACTOR.

Item 4. Aesthetic Tree Trimming

This Item shall consist of aesthetic tree trimming, including removal and disposal of all trimming, wood and stump grinding wastes, and all appurtenant work thereto necessary for the satisfactory completion of the required services.

Payment shall be made at the Agreement Unit Price per inch diameter at breast height (inch-dbh) of trunk and stump actually removed by the CONTRACTOR, regardless of species or height.

Item 5. Tree & Stump Removal

This Item shall consist of complete removal of tree and stump, including removal and disposal of trimming, wood and stump grinding wastes, and all appurtenant work thereto necessary for the satisfactory completion of the required services.

Payment shall be made at the Agreement Unit Price per inch diameter at breast height (inch-dbh) of trunk and stump actually removed by the CONTRACTOR, regardless of species or height

Item 6. Stump Removal Only

This Item shall consist of stump removal only, including removal and disposal of all stump grinding wastes, furnishing and placing clean topsoil backfill, restoration of disturbed turf areas, and all appurtenant work thereto necessary for the satisfactory completion of the required services.

Payment shall be made at the Agreement Unit Price per inch of tree stump diameter actually removed by the CONTRACTOR, regardless of species. This Item assumes a stump height of one foot (1') or less.

Item 7. Root Prune

This Item shall consist of root pruning, including removal and disposal of all root pruning wastes, placement and compaction of clean topsoil backfill, and all appurtenant work thereto necessary for the satisfactory completion of the requires services.

Payment shall be made at the Agreement Unit Price per lineal foot-inch of root pruning actually completed by the CONTRACTOR, regardless of species. Measurement shall be per lineal foot of pruning completed times the depth of the root pruning cut, in inches. Thus ten (10) lineal feet of a root pruning cut extending twenty-four inches (24") deep shall equal a pay quantity of twenty-four (24) lineal foot-inches.

Item 8. Furnish & Install Root Barrier

This Item shall consist of furnishing and installation of root barrier, including removal and disposal of all wastes, and all appurtenant work thereto necessary for the satisfactory completion of the required services.

Payment shall be made at the Agreement Unit Price per square foot of root barrier actually furnished and installed by the CONTRACTOR.

Item 9. Furnish & Plant 15-Inch Box Tree

This Item shall consist of furnishing and planting of Fifteen-Inch (15") Box Trees, including double staking, trunk guard, soil preparation, removal and disposal of all wastes, and all appurtenant work thereto necessary for the satisfactory completion of the required services.

Payment shall be made at the Agreement Unit Price per each Fifteen-Inch (15") box tree actually furnished and planted by the CONTRACTOR.

Item 10. Furnish & Plant 24-Inch Box Tree

Same as described in Item 9, with the exception that services shall be for Twenty-Four-Inch (24") box trees.

Payment shall be made at the Agreement Unit Price per each Twenty-Four-Inch (24") box tree actually furnished and planted by the CONTRACTOR.

Item 11. Furnish & Plant 36-Inch Box Tree

Same as described in Item 9 and 10, with the exception that services shall be for Thirty-Six-Inch (36") box trees.

Payment shall be made at the Agreement Unit Price per each Thirty-Six-Inch (36") box tree actually furnished and planted by the CONTRACTOR.

Item 12. Plant CITY-Furnished 15-Inch Box Tree

This Item shall consist of furnishing and planting of CITY-furnished Fifteen-Inch (15") Box Trees, with or without root barrier, including double staking, trunk guard, soil preparation, removal and disposal of all wastes, and all appurtenant work thereto necessary for the satisfactory completion of the required services.

Payment shall be made at the Agreement Unit Price per each CITY-furnished Fifteen-Inch (15") Box Tree actually planted by the CONTRACTOR.

Item 13. Plant CITY-Furnished 24-Inch Box Tree

This Item shall consist of furnishing and planting of CITY-furnished Twenty-Four-Inch (24") Box Trees, with or without root barrier, including double staking, trunk guard, soil preparation, removal and disposal of all wastes, and all appurtenant work thereto necessary for the satisfactory completion of the required services.

Payment shall be made at the Agreement Unit Price per each CITY-furnished Twenty-Four-Inch (24") Box Tree actually planted by the CONTRACTOR.

Item 14. Plant CITY-Furnished 36-Inch Box Tree

This Item shall consist of furnishing and planting of CITY-furnished Thirty-Six-Inch (36") Box Trees, with or without root barrier, including double staking, trunk guard, soil preparation, removal and disposal of all wastes, and all appurtenant work thereto necessary for the satisfactory completion of the required services.

Payment shall be made at the Agreement Unit Price per each CITY-furnished Thirty-Six-Inch (36") Box Tree actually planted by the CONTRACTOR.

Emergency Services

Emergency Services shall be verbally directed by the CITY and performed: a) in accordance with the provisions of Exhibit "A"; b) regardless of species, height, or dbh; and c) at any location throughout the City, on public streets, in City parks, or the Pico Rivera Golf Course.

Item 15. Emergency Services– During Work Hours

This Item shall consist of emergency tree trimming/removal during normal working hours (Monday through Friday from 7:00 a.m. to 4:00 p.m.), including removal and disposal of all trimming, wood and stump grinding wastes, and all appurtenant work thereto necessary for the satisfactory completion of the required services.

Payment shall be made at the Agreement Unit Price for the total actual hours required to complete the assigned tasks.

Item 16. Emergency Services – After Work Hours

This Item shall consist of emergency tree trimming/removal outside of regular working hours, during weekends, holidays, and evenings (Monday through Friday from 4:00 p.m. to 7:00 a.m.), including removal and disposal of all trimming, wood and stump grinding wastes, and all appurtenant work thereto necessary for the satisfactory completion of the required services.

Payment shall be made at the Agreement Unit Price for the total actual hours required to complete the assigned tasks.

RFB 2014-PW02 Tree Maintenance Services
 Bid Opening June 13, 2014

Item No.	Quantity	UOM	Description	Vendor Name:			Golden West Arbor Services			Tree Pros, Inc.		
				Mariposa Landscapes, Inc.	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost		
1	17,000	Each	Grid Trimming – scheduled tree trimming by grid.	\$ 73.00	\$ 1,241,000.00	\$ 95.00	\$ 1,615,000.00	\$ 32.00	\$ 544,000.00			
2	1	Lump Sum	Computer Database – tree inventory, software & training.	\$ 80.00	\$ 80.00	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -			
3	1,200	Each	General Tree Trimming – by service request.	\$ 125.00	\$ 150,000.00	\$ 300.00	\$ 360,000.00	\$ 53.75	\$ 64,500.00			
4	100	Each	Aesthetic Tree Trimming – by service request.	\$ 165.00	\$ 16,500.00	\$ 350.00	\$ 35,000.00	\$ 123.75	\$ 12,375.00			
5	400	Inch (DBH)	Tree and Stump Removal Only – by service request.	\$ 22.50	\$ 9,000.00	\$ 40.00	\$ 16,000.00	\$ 13.75	\$ 5,500.00			
6	50	Inch (DBH)	Stump Removal Only – by service request.	\$ 750.00	\$ 37,500.00	\$ 20.00	\$ 1,000.00	\$ 3.75	\$ 187.50			
7	100	Foot-Inch	Root Prune – by service request.	\$ 100.00	\$ 10,000.00	\$ 20.00	\$ 2,000.00	\$ 3.75	\$ 375.00			
8	2,000	Sq. Ft.	Furnish & Install Root Barrier – by service request.	\$ 12.00	\$ 24,000.00	\$ 10.00	\$ 20,000.00	\$ 3.75	\$ 7,500.00			
9	100	Each	Furnish & Plant 15-Inch Box Tree – by service request.	\$ 117.00	\$ 11,700.00	\$ 200.00	\$ 20,000.00	\$ 109.75	\$ 10,975.00			
10	50	Each	Furnish & Plant 24-Inch Box Tree – by service request.	\$ 295.00	\$ 14,750.00	\$ 340.00	\$ 17,000.00	\$ 219.75	\$ 10,987.50			
11	20	Each	Furnish & Plant 36-Inch Box Tree – by service request.	\$ 800.00	\$ 16,000.00	\$ 440.00	\$ 8,800.00	\$ 573.75	\$ 11,475.00			
12	50	Each	Plant City-furnished 15-Inch Box Tree – by service request.	\$ 75.00	\$ 3,750.00	\$ 120.00	\$ 6,000.00	\$ 73.75	\$ 3,687.50			
13	50	Each	Plant City-furnished 24-Inch Box Tree – by service request.	\$ 210.00	\$ 10,500.00	\$ 220.00	\$ 11,000.00	\$ 109.75	\$ 5,487.50			
14	20	Each	Plant City-furnished 36-Inch Box Tree – by service request.	\$ 550.00	\$ 11,000.00	\$ 300.00	\$ 6,000.00	\$ 343.75	\$ 6,875.00			
15	100	Hour	Emergency Services – During Work Hours (7:00 a.m. to 4:00 p.m.) – General tree trimming/removal by service request.	\$ 60.00	\$ 6,000.00	\$ 200.00	\$ 20,000.00	\$ 100.00	\$ 10,000.00			
16	50	Hour	Emergency Services – Outside Work Hours (4:00 p.m. to 7:00 a.m.) – General tree trimming/removal by service request.	\$ 85.00	\$ 4,250.00	\$ 280.00	\$ 14,000.00	\$ 100.00	\$ 5,000.00			
				Total Bid Amount:	\$ 1,566,030.00	Total Bid Amount:	\$ 2,166,800.00	Total Bid Amount:	\$ 698,925.00			

RFB 2014-PW02 Tree Maintenance Services
 Bid Opening June 13, 2014

		Vendor Name:				Trimming Land Company			
Item No.	Quantity	UOM	Description	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
1	17,000	Each	trimming by grid.	\$ 37.00	\$ 629,000.00	\$ 33.00	\$ 561,000.00		\$ -
2	1	Lump Sum	Computer Database -- tree inventory, software & training.	\$ -	\$ -		\$ -		\$ -
3	1,200	Each	request.	\$ 57.00	\$ 68,400.00	\$ 55.00	\$ 66,000.00		\$ -
4	100	Each	request.	\$ 247.00	\$ 24,700.00	\$ 125.00	\$ 12,500.00		\$ -
5	400	Inch (DBH)	Tree and Stump Removal Only -- by service request.	\$ 22.00	\$ 8,800.00	\$ 19.00	\$ 7,600.00		\$ -
6	50	Inch (DBH)	Stump Removal Only -- by service request.	\$ 10.00	\$ 500.00	\$ 7.00	\$ 350.00		\$ -
7	100	Linear Foot-Inch	Root Prune -- by service request.	\$ 15.00	\$ 1,500.00	\$ 4.25	\$ 425.00		\$ -
8	2,000	Sq. Ft.	service request.	\$ 5.00	\$ 10,000.00	\$ 4.50	\$ 9,000.00		\$ -
9	100	Each	by service request.	\$ 117.00	\$ 11,700.00	\$ 110.00	\$ 11,000.00		\$ -
10	50	Each	by service request.	\$ 217.00	\$ 10,850.00	\$ 225.00	\$ 11,250.00		\$ -
11	20	Each	by service request.	\$ 677.00	\$ 13,540.00	\$ 590.00	\$ 11,800.00		\$ -
12	50	Each	-- by service request.	\$ 60.00	\$ 3,000.00	\$ 74.00	\$ 3,700.00		\$ -
13	50	Each	-- by service request.	\$ 110.00	\$ 5,500.00	\$ 115.00	\$ 5,750.00		\$ -
14	20	Each	-- by service request.	\$ 325.00	\$ 6,500.00	\$ 349.00	\$ 6,980.00		\$ -
15	100	Hour	Hours (7:00 a.m. to 4:00 p.m.) --	\$ 60.00	\$ 6,000.00	\$ 50.00	\$ 5,000.00		\$ -
16	50	Hour	Hours (4:00 p.m. to 7:00 a.m.) --	\$ 75.00	\$ 3,750.00	\$ 90.00	\$ 4,500.00		\$ -
				Total Bid Amount:	\$ 803,740.00	Total Bid Amount:	\$ 716,855.00	Total Bid Amount:	\$ -



To: Mayor and City Council
From: City Manager
Meeting Date: August 26, 2014
Subject: JANITORIAL SERVICES, RFB 2014-005 - AWARD SERVICE CONTRACT

Recommendations:

- 1) Award a three-year service contract in the amount of \$172,152 to General Building Management for Janitorial Services.
- 2) Authorize the Mayor to execute the contract in a form approved by the City Attorney.

Fiscal Impact:

\$57,384 annually (General Fund, PW - Facilities Maintenance Contracted Services)

Discussion:

The Public Works Department currently manages the performance of janitorial services at City Hall, City Hall West, City Yard, and the Parks & Recreation Building. Effective July 1, 2014, the City was also responsible for managing janitorial services at the new Pico Rivera Library and the Rivera Library.

On a daily basis, the services will include: general cleaning, dusting, vacuuming, mopping, emptying trash cans, cleaning windows, wiping counters and walls, and replenishing supplies as required in offices, restrooms, kitchen areas, break rooms, and the Council Chambers. Monthly services will include cleaning partition walls, cleaning ceiling and A/C vents, and deodorizing and sanitizing floor drains. Quarterly services will include shampooing carpets, cleaning ceramic tile and grout, and cleaning outside windows. Other services, as needed, will include cleaning stoves, refrigerators, and microwave ovens.

The City requested bids for custodial services by advertising in the Whittier Daily News on April 23, 2014. On Monday, May 19, 2014 ten (10) bids were received and opened with General Building Management being the lowest apparent bidder.

The City requested bids for custodial services by advertising in the Whittier Daily News on April 23, 2014. On Monday, May 19, 2014 ten (10) bids were received and opened with General Building Management being the lowest apparent bidder.

The following is a summary of the bids received:

<u>Contractor</u>	<u>Total Bid</u>
1. General Building Management	\$ 174,708.00*
2. Professional Building Maint.	\$ 198,360.00
3. All Care Industries	\$ 203,220.00
4. Williams & Associates	\$ 225,684.00
5. United Maintenance Systems	\$ 226,800.00
6. Santa Fe Building Maintenance	\$ 230,451.12
7. Valley Maintenance Corp.	\$ 230,940.00
8. ComeLand Maintenance Serv.	\$ 313,920.00
9. Executive Suite Services	\$ 316,620.00
10. DH Maintenance Services	\$ 327,600.00

* Reduction in service at the City Yard during final negotiations resulted in a revised low bid in the amount of \$172,152.

After completion of the bid analysis, including reference checks, General Building Management was confirmed to be the lowest responsive and responsible bidder. They have met all bid specifications and have municipal experience, having worked for the cities of Irvine and Rialto, and the County of San Bernardino.

General Building Management has the capability, capacity, and experience to perform the work required under the bid solicitation. They have more than 13 years of experience in the business of providing janitorial services.

Staff recommends award of a three-year janitorial services contract to General Building Management, with two (2) one-year optional extensions based on continued satisfactory performance. The annual cost of the contract services is an amount not-to-exceed \$57,384.



René Bobadilla

RB:JE:AD:lg

Enc.

- 1) Agreement
- 2) Bid Comparison

CONTRACTUAL SERVICES AGREEMENT

AGREEMENT NO. _____

JANITORIAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of September, 2014, by and between the City of Pico Rivera, a municipal corporation (hereinafter referred to as the "CITY"), and General Building Management Co. (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR are sometimes hereinafter individually referred to as "Party" and collectively referred to as "Parties."

SECTION 1. RECITALS.

WHEREAS, the CITY desires to engage CONTRACTOR to perform Janitorial Services;

WHEREAS, CONTRACTOR represents to the CITY that CONTRACTOR has the necessary skill, experience, and expertise to provide said Janitorial Services;

WHEREAS, the principal representative is authorized to enter into this Agreement on behalf of the CONTRACTOR and the CONTRACTOR is willing to perform such services under this Agreement; and

WHEREAS, CITY and CONTRACTOR desire to contract with one another for Janitorial Services; as described in the Scope of Services attached as Exhibit "A";

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, CITY and CONTRACTOR hereto agree as follows:

SECTION 2. SERVICES AND COMPENSATION.

- a. CONTRACTOR shall provide to the CITY the Services set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by this reference, and shall be compensated in accordance with the fee schedule as set forth in Exhibit "B" attached hereto and incorporated by reference, but not to exceed the maximum contract amount of One Hundred and Seventy Two Thousand One Hundred and Fifty Two Dollars (\$172,152) (herein "Contract Sum").
- b. CITY understands and hereby agrees that the services provided by CONTRACTOR under the 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 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 and the amount due. Within thirty (30) days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice.

CONTRACTUAL SERVICES AGREEMENT

- e. The City does not warrant to contract exclusively with a single contractor to perform designated services.

SECTION 3. TERM.

This Agreement shall commence on September 1, 2014. The term of this Agreement shall be three (3) years from commencement and shall expire on August 31, 2017, unless sooner terminated as hereinafter provided. The Agreement shall have two (2) one year optional renewals, based on mutual agreement between the Parties, as indicated in an amendment to extend the contract term, signed by both Parties. In no event shall this Agreement extend beyond August 31, 2019.

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.

SECTION 5. 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 or his designee.

SECTION 6. EXPENSES.

CITY shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for CITY unless authorized in writing by CITY. If any term or conditions conflict between this Agreement and any proposal, the Agreement shall take precedent.

SECTION 7. CITY DESIGNEE.

The City Council, or its designee, shall have the authority to act for and exercise any of the rights of the CITY as set forth in this Agreement, subsequent to authorization by the City Council.

SECTION 8. TERMINATION.

- a. CITY and CONTRACTOR shall have the right to terminate this Agreement, with or without cause, for any reason, with thirty (30) 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.

CONTRACTUAL SERVICES AGREEMENT

- 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 30 days of receipt of a final invoice, all amounts due and owing to CONTRACTOR through the effective date of termination, for work CONTRACTOR performed to the CITY's satisfaction, as solely determined by the CITY.

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 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. As such, the CONTRACTOR shall have no power or authority to incur any debt, obligation or liability on behalf of the CITY. 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. 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. Further, the CONTRACTOR is not entitled to any benefit typically associated with an employee, such as medical, sick leave or vacation benefit.
- 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 or any other insurance.
- d. PERS ELIGIBILITY INDEMNITY. In the event that the CONTRACTOR or any employee, agent, or subcontractor of the CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be

CONTRACTUAL SERVICES AGREEMENT

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

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

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. CONTRACTOR shall obtain a CITY business license prior to commencing performance under this Agreement.

SECTION 13. INDEMNIFICATION.

To the fullest extent permitted by law, CONTRACTOR agrees to, and shall defend (with counsel of CITY's choosing), 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, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of CONTRACTOR, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the CONTRACTOR's Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses, except only liability arising out of the sole negligence of the CITY. CONTRACTOR shall reimburse CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

SECTION 14. INSURANCE COVERAGE.

The CONTRACTOR shall obtain and maintain during the life of this Agreement all of the following insurance coverage's:

- a. Comprehensive general liability, including premises-operations, broad form property damage, blanket contractual liability, independent contractors, and personal injury in the amount of One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate;

CONTRACTUAL SERVICES AGREEMENT

- b. Automobile liability for owned, hired and non-owned vehicles utilized by CONTRACTOR, its employees or subcontractors, in the amount of One Million Dollars (\$1,000,000) combined single limit; and
- c. CONTRACTOR shall obtain and maintain during the life of this Agreement workers compensation insurance for its employees and subcontractors as required by the laws of the State of California.

CONTRACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement. Endorsements for the policies under Section 14(a) and (b) shall designate the CITY as an additional named insured. Prior to commencement of CONTRACTOR's services pursuant to this Agreement, CONTRACTOR shall provide CITY with proof of insurance in the form of both certificates of insurance and endorsement forms as approved by the office of the City Attorney. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling the City to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, the City shall have the right, but not the duty, to obtain replacement insurance and to charge the Contractor for any premium due for such coverage. The City has the option to deduct any such premium from the sums due to the Contractor. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. Any insurance or self-insurance maintained by CITY shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current AM Best's rating of A:VII or better. Acceptance of insurance from a carrier with a rating lower than A:VII is subject to approval of the City's Risk Manager. The Contractor shall immediately advise the City of any litigation that may affect these insurance policies.

SECTION 15. NONDISCRIMINATION.

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

SECTION 16. ASSIGNMENT.

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

CONTRACTUAL SERVICES AGREEMENT

SECTION 17. SEVERABILITY.

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

SECTION 18. 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 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. NOTICE.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below:

If to CONTRACTOR:

General Building Management Co.
3255 Wilshire Blvd #1222
Los Angeles, CA 90010
Attn: James Han, Vice President

If to CITY:

City of Pico Rivera
Director of Public Works
6615 Passons Blvd.
Pico Rivera, CA 90660

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

SECTION 21. WARRANTIES

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

- a. It has as received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

CONTRACTUAL SERVICES 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 22. 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 23. 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. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.
- d. 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.
- e. 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.
- f. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.
- g. Paragraph headings are only for convenience and shall not be used to construe meaning or intent.

CONTRACTUAL SERVICES AGREEMENT

- h. Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis such Party drafted this Agreement or any provision within it.
- i. CONTRACTOR 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 CONTRACTOR shall at all times comply with such laws, ordinances, codes and regulations.

SECTION 24. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party.

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

“CITY”
CITY OF PICO RIVERA

“CONTRACTOR”

Brent A. Tercero, Mayor

Robert Osborn, Owner

Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT A

JANITORIAL SERVICES

SCOPE OF SERVICES

CONTRACTOR shall perform the following services for the City of Pico Rivera:

1.0 SCOPE OF WORK

The CONTRACTOR shall provide custodial services which includes, but not limited to, dusting, vacuuming, sweeping, mopping, in addition to emergency call backs and specialty requests. The service shall be scheduled in accordance with the days of service listed herein.

2.0 UNIFORMS AND IDENTIFICATION BADGES

- 2.1 The CONTRACTOR shall ensure that their employees are appropriately identified.
- 2.2 The CONTRACTOR shall ensure that every on-duty employee wears a visible photo identification badge identifying the following: employee name, physical description, and CONTRACTOR's name. Such badge shall be displayed on employee's person at all times when he/she is on City designated property.
- 2.3 Employees assigned to City facilities shall wear an appropriate uniform shirt at all times. The uniform shirt must display the CONTRACTOR's name.

3.0 MATERIALS AND EQUIPMENT

- 3.1 The CONTRACTOR is responsible for purchasing all materials and equipment to provide the needed services of the City facilities.
- 3.2 The CONTRACTOR shall use materials and equipment that are commercial grade, safe for the environment, and that are safe for use by the employee. All cleaning materials shall be labeled and maintained in accordance with the State of California's Division of Occupational Safety and Health (Cal/OSHA) standards and the manufacturer's standards and specifications.
- 3.3 The CONTRACTOR is required to keep all equipment used to maintain the City facilities in a safe and operable manner. The CONTRACTOR shall check all equipment on a daily basis for safety.
- 3.4 The CONTRACTOR is required to provide the Material Safety Data Sheets (MSDS) for all chemicals utilized in the cleaning process. MSDS shall be stored in the custodial closet at each library facility. It is the responsibility of the CONTRACTOR to monitor the accuracy of the MSDS and to replace them immediately when products are replaced.

4.0 STORAGE

The City will provide a storage area to the CONTRACTOR as determined by the City when available. The existing storage area is to be used for custodial related items and by personnel assigned to clean the specified building.

5.0 FURNISHED ITEMS

5.1 Keys/Access Cards/Remote Controls

The City will provide two (2) sets of keys/access cards/remote controls, at no cost to the CONTRACTOR, for the facilities to be serviced. The CONTRACTOR shall acknowledge receipt of the same, accepting full responsibility for the manner in which said items are used, that the items are used by authorized personnel only, and kept secured. The CONTRACTOR is to use keys/access cards/remote controls only in the carrying out of custodial services. All such keys/access cards/remote controls are the property of the City and shall be returned to the City, within five (5) business days of the termination or expiration of this Agreement.

If additional sets of keys are needed, the CONTRACTOR shall submit a request in writing to the City. CONTRACTOR shall not duplicate keys.

In the event CONTRACTOR loses or damages keys, access cards, or remote controls, the City shall replace said devices at the CONTRACTOR'S expense.

5.2 Alarm Codes

The CONTRACTOR may be issued intrusion alarm codes to the facilities to be serviced. The CONTRACTOR accepts full responsibility for the security and confidentiality of the alarm codes and shall provide codes only to its employees as necessary to provide custodial services in accordance with this Agreement.

Instructions for the use of intrusion alarms will be provided by the City.

If the City is determined that the employee fails to arm the intrusion alarm or is responsible for a false alarm, the CONTRACTOR will be responsible for the false alarm charges.

6.0 CONTACT INFORMATION

The CONTRACTOR shall provide both a business and after-hours telephone number for receiving calls to respond to any emergency call backs as described in Section 11.0, Unanticipated Work of this Scope of Work (SOW).

7.0 EMERGENCY PROCEDURES

The CONTRACTOR shall immediately report any emergency situations such as vandalism, broken water pipes, windows, and doors, by calling the following:

- 7.1 During business hours, the CONTRACTOR shall contact the City's Public Works Department at (562) 801-4415.
- 7.2 After-hours, the CONTRACTOR shall contact the Public Works Stand-by Employee at (562) 755-0768.

8.0 DAMAGE

- 8.1 All damages incurred to existing facilities by the CONTRACTOR's operation shall be repaired or replaced at the CONTRACTOR's expense.
- 8.2 All repairs shall be performed by the City, and the CONTRACTOR shall reimburse the City for the value of the repair.

9.0 FACILITY SECURITY

- 9.1 It is the responsibility of the CONTRACTOR to ensure that their access to facilities for service is done in a manner that does not in any way compromise security for the CITY facility with respect to the day and time facilities are accessible to the public, for publicly accessible areas, or to areas reserved only for employees and authorized personnel.
- 9.2 The City's telephones, computers, faxes, copiers or any City peripherals are not available for the use by the CONTRACTOR's employees. Any such misuse of City property will result in the assigned CONTRACTOR employee's immediate removal from working on the Agreement.

10.0 HOURS AND DAYS OF SERVICE

- 10.1 Custodial services shall be performed on all operating days within the hours specified for each facility.
- 10.2 Custodial services are not required on City recognized holidays. There are two holiday schedules listed below. Each facility will indicate which schedule it follows in Section 16.0.

HOLIDAY SCHEDULE A

New Year's Day, Martin Luther King Jr. Day, Presidents Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day

HOLIDAY SCHEDULE B

New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day

11.0 UNANTICIPATED WORK

- 11.1 The CONTRACTOR must be able to respond to emergency call backs and special requests as unanticipated work. Unanticipated work includes, but is not limited to, repairs and replacements, when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, third party negligence, and Blood Borne Pathogens; or to add to, modify, or refurbish existing facilities.
- 11.1.1 The CONTRACTOR shall respond to emergency call backs within two (2) hours of notification.
- 11.2 A Custodial Call Back Request Slip will be provided by City staff once the responding employee arrives. The responding employee must sign-in upon arrival and sign-out when the emergency call back work is completed, or upon departure.
- 11.3 The CONTRACTOR shall provide custodial services for all City-requested special events which may be scheduled during evenings and weekends. Whenever possible, the City will provide notice to the CONTRACTOR at least five (5) business days before each event. The CONTRACTOR shall provide a quote for the custodial services for the event. The CONTRACTOR shall submit an invoice to the City within thirty (30) days following the event. The City shall compensate the CONTRACTOR for services provided in response to the request.
- 11.4 The City reserves the right to perform any unanticipated work itself or assign the work to another CONTRACTOR.

12.0 SIGN-IN REQUIREMENTS

For security purposes, the employees are required to sign-in with the exact start and end time of their work shift (with an ink pen) at each facility. A Custodial Services Employee Sign-In Log will be available at each facility, within the custodial closet.

13.0 SPECIFIC DAILY WORK REQUIREMENTS

All assignments listed below are to be completed daily at all facilities (unless otherwise stated) and at a level of appearance comparable to other City facilities.

The CONTRACTOR is required to use appropriate cleaning material to complete its assignments and clean work areas after completion of the assignments.

13.1 RESTROOMS (STAFF AND PUBLIC)

1. Clean all soap dispensers, toilet seat cover dispensers, and paper towel dispensers;
2. Clean and polish all metal surfaces, including but not limited to, paper towel dispensers, toilet paper dispensers, toilet seat cover dispensers, and handicapped rails;
3. Refill all soap, toilet seat cover, and paper towel dispensers;
4. Spot clean walls, ceilings, partitions, and doors;

5. Clean face basins, mirrors and all chrome surfaces;
6. Sweep and mop floors (including corners) using appropriate cleaning materials;
7. Clean and sanitize toilet seats (including base), bowls, and urinals (including base) using appropriate cleaning materials;
8. Empty and sanitize inside and outside of trash receptacles and replace plastic liners;
9. Clean exposed plumbing fixtures;
10. Clean inside and outside of doors, kick plates, and knobs;
11. Remove graffiti from partitions, walls, etc. **Note:** Any graffiti that is not removable shall be reported upon discovery to the City by the next day.

13.2 MAIN OFFICES, LIBRARY INTERIORS, LOBBIES, AND MEETING ROOMS

Note: CONTRACTOR employees shall not enter into any offices with closed doors or move or remove any desk objects.

1. Empty and sanitize inside and outside of trash receptacles and replace plastic liners;
2. High and low dust all furniture, including desks, tables, file cabinets, chairs, window sills and ledges, shelves, bookcases, hanging signs, and other dust catching surfaces;
3. Remove all cobwebs from walls and corners;
4. Clean all glass tops, vinyl and plastic chairs;
5. Remove fingerprints and smudges from desks, table tops, walls, doors, door facings, etc.;
6. Clean and disinfect telephone receivers and base of instrument;
7. Clean book drops and mail slots;
8. Sweep and mop (including corners) all non-carpeted floor surfaces (including under the mats);
9. Vacuum all carpeted areas (including corners and under mats);
10. Clean all windows to a height of 6 ft. or less;
11. Sanitize and polish water fountains;
12. Clean doors (including both sides of glass), windows and frames, glass partitions, and display cases which are freestanding or mounted to walls;
13. Clean and polish all metal surfaces, such as frames, door handles, railings, etc.;
14. Clean all entrances, door mats, and surrounding areas;
15. Spot clean upholstered furniture where needed;
16. Spot clean carpet where needed;
17. Spot clean partition panels, wall coverings where needed;
18. Remove graffiti from interior walls, etc. **Note:** Any graffiti that is not removable shall be reported upon discovery to the City by the next day.
19. Check for and remove gum from underneath seats and tables in public areas.

13.3 LUNCH ROOMS AND LOUNGES

1. Empty and sanitize inside and outside of trash receptacles and replace plastic liners;
2. Clean all soap dispensers and paper towel dispensers;
3. Refill all soap and paper towel dispensers;
4. Clean all tables, chairs, cupboards (exterior), refrigerators, stoves, and microwaves;
5. Clean sinks, counter areas and chrome fixtures;
6. Sweep and mop (including corners) all non-carpeted floor surfaces;
7. Vacuum all carpeted areas (including corners);
8. Clean all windows to a height of 6 ft or less;
9. High and low dust all tables, cabinets, window sills, window ledges, and appliances;
10. Spot clean walls where needed;
11. Remove graffiti from doors, walls, etc. **Note:** Any graffiti that is not removable shall be reported upon discovery to the City by the next day.

13.4 LOBBIES, CORRIDORS, AND ELEVATORS

1. Sweep and mop (including corners) all non-carpeted floor surfaces;
2. Vacuum all carpeted areas (including corners);
3. Spot clean carpet where needed;
4. Clean entrance doors (both sides of glass);
5. High and low dust all dust catching surfaces;
6. Clean walls, doors, handles, and tracks;
7. Spot clean walls where needed;
8. Remove graffiti from doors, shelves, walls, etc. **Note:** Any graffiti that is not removable shall be reported upon discovery to the City by the next day.

14.0 SPECIFIC WEEKLY WORK REQUIREMENTS

All assignments listed below are to be completed weekly (unless otherwise stated) and;

The CONTRACTOR is required to use appropriate cleaning material to complete its assignment and clean work areas after completion of the assignments.

14.1 MAIN OFFICES AND MEETING ROOMS

1. Clean and polish counters/circulation desks, tops and sides;
2. Dust window blinds;
3. Clean all baseboards;
4. Clean handrails;
5. Sweep all steps.

15.0 MAJOR CLEANING SERVICES

Within thirty (30) business days after commencement of the Agreement, and yearly thereafter for the term of the Agreement, the CONTRACTOR is to provide the City with a written Major Cleaning Services Schedule for each facility for the purpose of City staff approval. This annual schedule shall list the month and week that each Major Cleaning Service shall be conducted and must be strictly adhered to. If the CONTRACTOR deviates from the schedule prior to work commencing, the CONTRACTOR must notify the City and receive the City's approval.

The CONTRACTOR shall notify the City at least five (5) business days before the performance of Major Cleaning commences, to ensure that the City staff is notified and prepared for the Major Cleaning. The CONTRACTOR shall provide a Custodial Services Major Cleaning Monitoring Report to the designated City contact. All completed services are subject to evaluation by and shall be completed to the satisfaction of the Director of Public Works, or his/her designee.

15.1 FLOORS

1. Strip and wax/seal floors every three (3) months (four times a year);
2. Strip and clean thoroughly (including corners and behind doors) all floors using appropriate cleaning material for various tile types;
3. Wax/seal and buff thoroughly (including corners and behind doors) all floors using appropriate cleaning material for various tile types;
4. Return all furniture to its original position after the floors are cleaned.

15.2 CARPET

1. Shampoo carpet every three (3) months (four times a year);
2. Shampoo thoroughly (including corners and behind doors) all carpeted areas using appropriate cleaning material for various carpet types;
3. Return all furniture to its original position after the carpet is shampooed.

15.3 WINDOWS (Interior and Exterior)

1. Clean all windows and glass every six (6) months (two times a year);
2. Clean windows using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate;
3. Clean thoroughly all windows and glass using appropriate cleaning materials;
4. Clean thoroughly all window sills and ledges;
5. Windows may be cleaned during business hours but cannot interfere with City operations.

15.4 CEILING AIR VENTS

1. Clean ceiling air vents every six (6) months (two times a year);
2. Remove all vents using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate;
3. Remove and clean thoroughly all covers using appropriate cleaning materials;
4. Vacuum air vents thoroughly.

15.5 LIGHT FIXTURES (Interior and Exterior)

1. Clean light fixtures (frames and lenses), once a year;
2. Clean thoroughly all light fixtures (frames and lenses) using appropriate cleaning materials;
3. Remove all lenses using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate;
4. Report any burned out ballasts, faulty wiring, starters, or other hazardous conditions relative to faulty lighting fixtures upon discovery to the City by the next day.

15.6 WINDOW BLINDS

1. Clean window blinds every six (6) months (two times a year);
2. Dust and clean thoroughly all window blinds using appropriate cleaning materials;
3. Remove all window blinds using ladders, scaffolding, hydraulic lifts, or catwalks as appropriate.

15.7 FURNITURE

1. Shampoo upholstered furniture and clean plastic and vinyl covered chairs (including wood and/or metal framing) every four months (three times a year);
2. Shampoo and remove stains thoroughly from all upholstered furniture using appropriate cleaning materials for various upholstery types;
3. Clean thoroughly all plastic and vinyl covered chairs (including wood and/or metal framing) using appropriate cleaning materials.

16.0 INDIVIDUAL FACILITY SPECIFICATIONS

The assignments listed below are specific to each location and shall be done in addition to the general work outlined above.

16.1 CITY HALL

16.1.1 LOCATION

The City Hall facility is located at 6615 Passons Boulevard, Pico Rivera, California 90660.

16.1.2 SCHEDULE

City Hall operating hours are as follows:

- Monday through Thursday: 7:30 a.m. to 5:30 p.m.
- Alternate Fridays: 7:30 a.m. to 5:30 p.m.

- Closed alternate Fridays, Saturdays and Sundays.
- Closed per Holiday Schedule A

Custodial services are to be performed starting at 5:30 p.m. on all days that City Hall is open for business so as not to interrupt daily operations and services.

16.1.3 ADDITIONAL LOCATIONS AND REQUIREMENTS

1. Secure all facility main entry doors at 5:30 p.m. every night including loading dock gate and loading dock building entrance.
2. Slide and lock glass partition in upper lobby outside of City Council Chambers daily at 6:00 p.m.
3. Clean wall mounted writing boards in all offices and conference room **UNLESS** board instructions indicate “**SAVE**” or “**DO NOT REMOVE**”; wash as needed using pre-approved cleaner specific for this purpose.
4. Submit a report of supply needs furnished by the City, unusual occurrences, malfunctions, or other problems to the designated City employee.

16.2 CITY HALL WEST

16.2.1 LOCATION

The City Hall West facility is located at 6615 Passons Boulevard, Pico Rivera, California 90660.

16.2.2 SCHEDULE

City Hall West operating hours are as follows:

- Monday through Thursday: 7:30 a.m. to 5:30 p.m.
- Alternate Fridays: 7:30 a.m. to 5:30 p.m.
- Closed alternate Fridays, Saturdays and Sundays.
- Closed per Holiday Schedule A

Custodial services are to be performed in conjunction with the services for City Hall on all open days.

16.2.3 ADDITIONAL LOCATIONS AND REQUIREMENTS

1. Clean wall mounted writing boards in all offices and conference room **UNLESS** board instructions indicate “**SAVE**” or “**DO NOT REMOVE**”; wash as needed using pre-approved cleaner specific for this purpose.
2. Submit a report of supply needs furnished by the City, unusual occurrences, malfunctions, or other problems to the designated City employee.

16.3 CITY YARD

16.3.1 LOCATION

The City Yard facility is located at 9633 Beverly Road, Pico Rivera, California 90660.

16.3.2 SCHEDULE

City Yard operating hours are as follows:

- Monday through Thursday: 6:30 a.m. to 4:00 p.m.
- Alternate Fridays: 6:30 a.m. to 3:00 p.m. (**Service not required**)
- Closed alternate Fridays, Saturdays and Sundays.

- Closed per Holiday Schedule A

Custodial services are to be performed during business hours on all open days. The CONTRACTOR's employees shall arrive with sufficient time each day to complete required tasks before the facility closes.

16.3.3 ADDITIONAL LOCATIONS AND REQUIREMENTS

1. Submit a report of supply needs furnished by the City, unusual occurrences, malfunctions, or other problems to the designated City employee.

16.4 PARKS & RECREATION OFFICES

16.4.1 LOCATION

The Parks & Recreation offices are located at 6767 Passons Blvd, Pico Rivera, California 90660

16.3.2 SCHEDULE

Parks & Recreation operating hours are as follows:

- Monday through Thursday: 7:30 a.m. to 5:30 p.m.
- Alternate Fridays: 7:30 a.m. to 5:30 p.m.
- Closed alternate Fridays, Saturdays and Sundays
- Closed per Holiday Schedule A

Custodial services are to be performed after 9:00 p.m. on open days.

16.4.3 ADDITIONAL LOCATIONS AND REQUIREMENTS

1. Clean wall mounted writing boards in all offices and conference room **UNLESS** board instructions indicate "SAVE" or "DO NOT REMOVE"; wash as needed using pre-approved cleaner specific for this purpose.
2. Light cleaning of outdoor benches and patio furniture.
3. Sweep and clean all debris from outdoor walkways.
4. Submit a report of supply needs furnished by the City, unusual occurrences, malfunctions, or other problems to the designated City employee.

16.5 PICO RIVERA LIBRARY

16.5.1 LOCATION

The Pico Rivera Library facility is located at 9001 Mines Avenue, Pico Rivera, California 90660.

16.5.2 SCHEDULE

Pico Rivera Library operating hours are as follows:

- Monday: Closed
- Tuesday through Thursday: 10:00 a.m. to 8:00 p.m.
- Friday: Closed
- Saturday: 8:00 a.m. to 6:00 p.m.
- Sunday: Closed
- Closed per Holiday Schedule B

Custodial services are to be performed after hours, within the period of one (1) hour after library closes up to one (1) hour before library opening.

16.5.3 ADDITIONAL LOCATIONS AND REQUIREMENTS

DAILY - PARKING LOTS, OUTDOOR AND SURROUNDING AREAS

- Remove trash in the parking lot such as cans, bottles, paper wrappers, gum, etc.;
- Remove trash and sweep walkways and all adjacent areas of building (including planters);
- Empty and wipe all outside trash receptacles and cigarette urns (where applicable);
- Clean outside book drops and mail slots.

WEEKLY - PARKING LOTS, OUTDOOR AND SURROUNDING AREAS

- Hose down sidewalks and all adjacent walkways of the buildings.

SUPPLY REQUIREMENTS

The CONTRACTOR is required to replenish all necessary supplies such as hand towels, toilet paper, soap, etc., daily. A sufficient supply is to be provided until the next servicing day (the CONTRACTOR is responsible to monitor/evaluate the needs of the individual facility and provide sufficient supplies).

The CONTRACTOR shall provide supplies that are commercial grade and meet the required specifications listed below.

- Toilet paper (roll) – 2 ply, manufactured by Crown Zellerback 135 soft plus or equal;
- Toilet seat covers of a high quality, capable of fitting various dispensers in each facility;
- Commercial grade liquid hand soap for all dispensers;
- Paper towels manufactured by Crown Zellerback or equal that is capable of fitting various dispensers in each facility;
- Diaper changing liners that are manufacturer’s recommendation or equal;
- Deodorant cakes and/or deodorizers upon the City’s request only.

16.6 RIVERA LIBRARY

16.6.1 LOCATION

The Rivera Library facility is located at 7828 Serapis Avenue, Pico Rivera, California 90660.

16.6.2 SCHEDULE

Rivera Library operating hours are as follows:

- Monday: Closed
- Tuesday through Thursday: 10:00 a.m. to 8:00 p.m.
- Friday: Closed
- Saturday: 8:00 a.m. to 6:00 p.m.
- Sunday: Closed
- Closed per Holiday Schedule B

Custodial services are to be performed after-hours, between the period of one (1) hour after library closes and one (1) hour before library opening.

16.6.3 ADDITIONAL LOCATIONS AND REQUIREMENTS

DAILY - PARKING LOTS, OUTDOOR AND SURROUNDING AREAS

- Remove trash in the parking lot such as cans, bottles, paper wrappers, gum, etc.;
- Remove trash and sweep walkways and all adjacent areas of building (including planters);
- Empty and wipe all outside trash receptacles and cigarette urns (where applicable);
- Clean outside book drops and mail slots.

WEEKLY - PARKING LOTS, OUTDOOR AND SURROUNDING AREAS

- Hose down sidewalks and all adjacent walkways of the buildings.

SUPPLY REQUIREMENTS

The CONTRACTOR is required to replenish all necessary supplies such as hand towels, toilet paper, soap, etc., daily. A sufficient supply is to be provided until the next servicing day (the CONTRACTOR is responsible to monitor/evaluate the needs of the individual facility and provide sufficient supplies).

The CONTRACTOR shall provide supplies that are commercial grade and meet the required specifications listed below.

- Toilet paper (roll) – 2 ply, manufactured by Crown Zellerback 135 soft plus or equal;
- Toilet seat covers of a high quality, capable of fitting various dispensers in each facility;
- Commercial grade liquid hand soap for all dispensers;
- Paper towels manufactured by Crown Zellerback or equal that is capable of fitting various dispensers in each facility;
- Diaper changing liners that are manufacturer's recommendation or equal;
- Deodorant cakes and/or deodorizers upon the City's request only.

EXHIBIT B

JANITORIAL SERVICES

COMPENSATION

The total contract amount for the contract period commencing as of the Effective Date and ending August 31, 2017 will be an amount not to exceed \$172,152 per the fee schedule below. Contractor shall invoice City on a monthly basis. Payment should be processed and received no later than thirty (30) calendar days from the date invoice is submitted.

Item No.	Quantity	Location	Monthly Cost	Extended Cost (36 months)
1	36 months	City Hall	\$ 1,510.00	\$ 54,360.00
2	36 months	City Hall - West	\$ 180.00	\$ 6,480.00
3	36 months	City Yard	\$561.00	\$ 20,196.00
4	36 months	Parks & Recreation Offices	\$ 576.00	\$ 20,736.00
5	36 months	Pico Rivera Library	\$ 1,469.00	\$ 52,884.00
6	36 months	Rivera Library	\$ 486.00	\$ 17,496.00
Total Compensation (36 month term):				\$ 172,152.00

BID COMPARISON

ENCLOSURE 2

Solicitation Number: RFB 2014-005 Janitorial Services

Closing Date: 5/19/2014 at 9:00 am

Item No.	Months	Description	All Care Industries		Executive Suite Services		Professional Building Maint.		Santa Fe Building Maintenance	
			Each	Ext Cost	Each	Ext Cost	Each	Ext Cost	Each	Ext Cost
1	36	City Hall	\$1,445.00	\$52,020.00	\$2,830.00	\$101,880.00	\$1,308.00	\$47,088.00	\$1,818.66	\$65,471.76
2	36	City Hall - West	\$350.00	\$12,600.00	\$425.00	\$15,300.00	\$311.00	\$11,196.00	\$263.86	\$9,498.96
3	36	City Yard	\$750.00	\$27,000.00	\$1,325.00	\$47,700.00	\$488.00	\$17,568.00	\$1,241.42	\$44,691.12
4	36	Parks & Recreation Offices	\$700.00	\$25,200.00	\$840.00	\$30,240.00	\$428.00	\$15,408.00	\$1,030.11	\$37,083.96
5	36	Pico Rivera Library	\$1,650.00	\$59,400.00	\$2,385.00	\$85,860.00	\$2,005.00	\$72,180.00	\$1,490.70	\$53,665.20
6	36	Rivera Library	\$750.00	\$27,000.00	\$990.00	\$35,640.00	\$970.00	\$34,920.00	\$556.67	\$20,040.12
		Total Bid	\$203,220.00		\$316,620.00		\$198,360.00		\$230,451.12	

Item No.	Months	Description	Valley Maintenance Corp.		DJJ Maintenance Services		General Building Management		Williams & Associates	
			Each	Ext Cost	Each	Ext Cost	Each	Ext Cost	Each	Ext Cost
1	36	City Hall	\$1,690.00	\$60,840.00	\$2,375.00	\$85,500.00	\$1,510.00	\$54,360.00	\$739.00	\$26,604.00
2	36	City Hall - West	\$365.00	\$13,140.00	\$775.00	\$27,900.00	\$180.00	\$6,480.00	\$1,427.00	\$51,372.00
3	36	City Yard	\$780.00	\$28,080.00	\$625.00	\$22,500.00	\$632.00	\$22,752.00	\$492.00	\$17,712.00
4	36	Parks & Recreation Offices	\$760.00	\$27,360.00	\$1,000.00	\$36,000.00	\$576.00	\$20,736.00	\$498.00	\$17,928.00
5	36	Pico Rivera Library	\$2,100.00	\$75,600.00	\$3,000.00	\$108,000.00	\$1,469.00	\$52,884.00	\$876.00	\$31,536.00
6	36	Rivera Library	\$720.00	\$25,920.00	\$1,325.00	\$47,700.00	\$486.00	\$17,496.00	\$2,237.00	\$80,532.00
		Total Bid	\$230,940.00		\$327,600.00		\$174,708.00		\$225,684.00	

Item No.	Months	Description	Come Land Maintenance, Serv.		United Maintenance Systems	
			Each	Ext Cost	Each	Ext Cost
1	36	City Hall	\$2,360.00	\$84,960.00	\$1,850.00	\$66,600.00
2	36	City Hall - West	\$450.00	\$16,200.00	\$250.00	\$9,000.00
3	36	City Yard	\$1,080.00	\$38,880.00	\$750.00	\$27,000.00
4	36	Parks & Recreation Offices	\$980.00	\$35,280.00	\$850.00	\$30,600.00
5	36	Pico Rivera Library	\$2,650.00	\$95,400.00	\$1,650.00	\$59,400.00
6	36	Rivera Library	\$1,200.00	\$43,200.00	\$950.00	\$34,200.00
		Total Bid	\$313,920.00		\$226,800.00	



To: Mayor and City Council

From: City Manager

Meeting Date: August 26, 2014

Subject: PARK LANDSCAPE MOWING SERVICES, RFB 2014-PW01 -
AWARD SERVICE CONTRACT

Recommendations:

- 1) Award a three-year service contract in the amount of \$261,723 to BMC Landscape Management, Inc. for park landscape mowing services.
- 2) Authorize the Mayor to execute the contract in a form approved by the City Attorney.

Fiscal Impact:

\$87,241 annually (General Fund, PW - Park Maintenance Contracted Services)

Discussion:

Currently, the Public Works Department manages the landscaping and irrigation maintenance performed at the newly acquired Pio Pico Playground and seven parks: Streamland Park (7.3 acres), Obregon Park (1.3 acres), Pico Park (17 acres), Rio Hondo Park (13 acres), Smith Park (16 acres), Rio Vista Park (4.5 acres), and Rivera Park (14.8 acres). The grass at parks is currently mowed once every two weeks, unless emergencies or special events/requests or staffing shortages interrupts normal maintenance schedules.

Council directed staff to increase the maintenance of landscaping at parks and the 2014-15 Budget included necessary budget increases to fund an increased level of service. Staff obtained bids to secure a contractor for park maintenance on a weekly basis, not including infields. The contractor will focus on mowing the large turf areas and Public Works staff will focus on increasing the level of service to the infield turf areas, planter areas, irrigation systems, and the overall condition of the parks.

The Notice for Request for Bids for Park Landscape Mowing Services was advertised in the Whittier Daily News and posted on the City's website on May 14, 2014. Individual notices were also emailed to 37 contractors. Seventeen contractors requested bid packages. On Thursday, June 12, 2014, eleven bids were received and opened with BMC Landscape Management, Inc. being the apparent lowest bidder.

COUNCIL AGENDA REPORT – MTG. OF 8/26/14
PARK LANDSCAPE MOWING SERVICES, RFB 2014-PW01-AWARD SERVICE
CONTRACT

Page 2 of 2

The following is a summary of the bids received:

<u>Contractor</u>	<u>Total Bid</u>
1. BMC Landscape Management Inc.	\$261,722.52
2. L. Barrios & Associates, Inc.	\$265,680.00
3. Azteca Landscape	\$286,556.40
4. ValleyCrest Landscape Maintenance	\$302,220.00
5. S.C. Yamamoto, Inc.	\$315,900.00
6. Mariposa Lanscape, Inc.	\$359,244.00
7. Marina Landscape, Inc.	\$427,680.00
8. Complete Landscape Care, Inc.	\$431,100.00
9. Orozco Landscape & Tree Company	\$442,800.00
10. Pierre Landscape, Inc.	\$572,004.00
11. Campesino Landscape Inc.	\$901,393.92

After completion of the bid analysis, including reference checks, BMC Landscape Management, Inc. was confirmed to be the lowest responsive and responsible bidder. They have met all bid specifications and have municipal experience. They have worked for the City of Pasadena as well as providing landscape maintenance for Barlow Respiratory Hospital and Downey Regional Medical Center.

BMC Landscape Management, Inc. exhibits the capability, capacity, and experience to perform the work required under the bid solicitation. They have provided similar services and products with more than 46 years in the business.

Staff recommends award of a three-year park landscape mowing services contract to BMC Landscape Management, Inc., with two (2) one-year optional extensions based on continued satisfactory performance. The annual cost of the contract services is an amount not-to-exceed \$87,241.



René Bobadilla

RB:JE:AD:lg

Enc.

- 1) Agreement
- 2) Bid Comparison

CONTRACTUAL SERVICES AGREEMENT

AGREEMENT NO. _____
PARK LANDSCAPE MOWING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of September, 2014, by and between the City of Pico Rivera, a municipal corporation (hereinafter referred to as the "CITY"), and BMC LANDSCAPE MANAGEMENT, INC. (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR are sometimes hereinafter individually referred to as "Party" and collectively referred to as "Parties."

SECTION 1. RECITALS.

WHEREAS, the CITY desires to engage CONTRACTOR to perform Park Landscape Mowing Services;

WHEREAS, CONTRACTOR represents to the CITY that CONTRACTOR has the necessary skill, experience, and expertise to provide said Park Landscape Mowing Services;

WHEREAS, the principal representative is authorized to enter into this Agreement on behalf of the CONTRACTOR and the CONTRACTOR is willing to perform such services under this Agreement; and

WHEREAS, CITY and CONTRACTOR desire to contract with one another for Park Landscape Mowing Services; as described in the Scope of Services attached as Exhibit "A";

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, CITY and CONTRACTOR hereto agree as follows:

SECTION 2. SERVICES AND COMPENSATION.

- a. CONTRACTOR shall provide to the CITY the Services set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by this reference, and shall be compensated in accordance with the fee schedule as set forth in Exhibit "B" attached hereto and incorporated by reference, but not-to-exceed the maximum contract amount of Two Hundred Sixty-One Thousand Seven Hundred Twenty-Two Dollars and Fifty Two Cents (\$261,722.52) (herein "Contract Sum").
- b. CITY understands and hereby agrees that the services provided by CONTRACTOR under the 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 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 and the amount due. Within thirty (30) days of receipt of each invoice, CITY shall notify

CONTRACTUAL SERVICES AGREEMENT

CONTRACTOR in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice.

- e. The City does not warrant to contract exclusively with a single contractor to perform designated services.

SECTION 3. TERM.

This Agreement shall commence on September 1, 2014. The term of this Agreement shall be three (3) years from commencement and shall expire on August 31, 2017, unless sooner terminated as hereinafter provided. The Agreement shall have two (2) one year optional renewals, based on mutual agreement between the Parties, as indicated in an amendment to extend the contract term, signed by both Parties. In no event shall this Agreement extend beyond August 31, 2019.

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 total CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

SECTION 5. 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 or his designee.

SECTION 6. EXPENSES.

CITY shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for CITY unless authorized in writing by CITY. If any term or conditions conflict between this Agreement and any proposal, the Agreement shall take precedent.

SECTION 7. CITY DESIGNEE.

The City Council, or its designee, shall have the authority to act for and exercise any of the rights of the CITY as set forth in this Agreement, subsequent to authorization by the CITY.

CONTRACTUAL SERVICES AGREEMENT

SECTION 8. TERMINATION.

- a. CITY and CONTRACTOR shall have the right to terminate this Agreement, with or without cause, for any reason, with thirty (30) 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 30 days of receipt of a final invoice, all amounts due and owing to CONTRACTOR through the effective date of termination, for work CONTRACTOR performed to the CITY's satisfaction, as solely determined by the CITY.

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 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. As such, the CONTRACTOR shall have no power or authority to incur any debt, obligation or liability on behalf of the CITY. 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. 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. Further, the CONTRACTOR is not entitled to any benefit typically associated with an employee, such as medical, sick leave or vacation benefit.
- 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.

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

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

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. CONTRACTOR shall obtain a CITY business license prior to commencing performance under this Agreement.

SECTION 13. INDEMNIFICATION.

To the fullest extent permitted by law, CONTRACTOR agrees to, and shall defend (with counsel of CITY's choosing), 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, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of CONTRACTOR, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the CONTRACTOR's Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses, except only liability arising out of the sole negligence of the CITY. CONTRACTOR shall reimburse CITY, its elected and appointed boards, officers, officials,

CONTRACTUAL SERVICES AGREEMENT

employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

SECTION 14. INSURANCE COVERAGE.

The CONTRACTOR shall obtain and maintain during the life of this Agreement all of the following insurance coverage's:

- a. Comprehensive general liability, including premises-operations, broad form property damage, blanket contractual liability, independent contractors, and personal injury in the amount of One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate;
- b. Automobile liability for owned, hired and non-owned vehicles utilized by CONTRACTOR, its employees or subcontractors, in the amount of One Million Dollars (\$1,000,000) combined single limit; and
- c. CONTRACTOR shall obtain and maintain during the life of this Agreement workers' compensation insurance for its employees and subcontractors as required by the laws of the State of California.

CONTRACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement. Endorsements for the policies under Section 14(a) and (b) shall designate the CITY as an additional named insured. Prior to commencement of CONTRACTOR's services pursuant to this Agreement, CONTRACTOR shall provide CITY with proof of insurance in the form of both certificates of insurance and endorsement forms as approved by the office of the City Attorney. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling the City to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, the City shall have the right, but not the duty, to obtain replacement insurance and to charge the Contractor for any premium due for such coverage. The City has the option to deduct any such premium from the sums due to the Contractor. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. Any insurance or self-insurance maintained by CITY shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current AM Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval of the City's Risk Manager. The Contractor shall immediately advise the City of any litigation that may affect these insurance policies.

CONTRACTUAL SERVICES AGREEMENT

SECTION 15. NONDISCRIMINATION.

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

SECTION 16. ASSIGNMENT.

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

SECTION 17. SEVERABILITY.

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

SECTION 18. 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 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. NOTICE.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below:

If to CONTRACTOR:

BMC Landscape Management, Inc.
250 N. Westlake Blvd., Suite 230
Westlake Village, CA 91362
Attn: Gustavo Occhiuzzo, President

CONTRACTUAL SERVICES AGREEMENT

If to CITY:

City of Pico Rivera
Director of Public Works
6615 Passons Blvd.
Pico Rivera, CA 90660

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

SECTION 21. WARRANTIES

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

- a. It has as 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 22. 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 23. 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. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.
- d. This Agreement may be signed in anyone 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,

CONTRACTUAL SERVICES AGREEMENT

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.

- e. 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.
- f. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.
- g. Paragraph headings are only for convenience and shall not be used to construe meaning or intent.
- h. Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis such Party drafted this Agreement or any provision within it.
- i. CONTRACTOR 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 CONTRACTOR shall at all times comply with such laws, ordinances, codes and regulations.

SECTION 24. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party.

[SIGNATURES ON NEXT PAGE]

CONTRACTUAL SERVICES AGREEMENT

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

“CITY”
CITY OF PICO RIVERA

“CONTRACTOR”
BMC LANDSCAPE MANAGEMENT, INC.

Brent A. Tercero, Mayor

Gustavo Occhiuzzo, President

Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT A
PARK LANDSCAPE MOWING SERVICES
SCOPE OF SERVICES

CONTRACTOR shall perform the following services for the CITY:

1.0 SCOPE OF WORK

- 1.1 The CONTRACTOR shall provide Park Landscape Mowing Services (“Services”) at eight (8) CITY parks as listed below and in Exhibit B of this Agreement.
1. Streamland Park
 2. Pio Pico Playground
 3. Obregon Park
 4. Pico Park
 5. Rio Hondo Park
 6. Smith Park
 7. Rio Vista Park
 8. Rivera Park
- 1.2 The Services shall be done in a thorough and workmanlike manner to the satisfaction of the CITY. The work areas shall be maintained at the level of service provided for in this Scope of Services at all times.

2.0 UNIFORMS AND IDENTIFICATION BADGES

- 2.1 CONTRACTOR shall ensure that their employees are appropriately identified.
- 2.2 CONTRACTOR shall ensure that every on-duty employee wears a visible photo identification badge identifying the following: employee name, physical description, and CONTRACTOR’s name. Such badge shall be displayed on employee’s person at all times when he/she is on CITY designated property.
- 2.3 Employees assigned to CITY facilities shall wear an appropriate uniform shirt at all times. The uniform shirt shall display the CONTRACTOR’s name.

3.0 MATERIALS AND EQUIPMENT

- 3.1 CONTRACTOR is responsible for purchasing all materials and equipment to provide the Services to the CITY.
- 3.2 CONTRACTOR shall use equipment that is commercial grade, safe for the environment, and safe for use by the employee.
- 3.3 CONTRACTOR is required to keep all equipment used to maintain CITY facilities in a safe and operable manner. The CONTRACTOR shall check all equipment on a daily basis for safety.
- 3.4 CONTRACTOR shall display a sign indicating CONTRACTOR’s name and license number on both sides of all maintenance vehicles. The CITY shall approve all signs.

- 3.5 CITY will not provide any storage facilities for the CONTRACTOR for materials and equipment.
- 3.6 CITY will pay for the maintenance related water and electrical utilities.

4.0 CONTACT INFORMATION

- 4.1 CONTRACTOR is required to maintain an office and provide telephone services so that all calls from the CITY have no toll charge. If a telephone answering service is utilized, the answering service shall be capable of contacting CONTRACTOR by radio or cell phone. CONTRACTOR is further required to provide the CITY with a 24-hour emergency number for contact outside normal working hours. In response to a call from the CITY, CONTRACTOR shall respond within two (2) hours.

5.0 SAFETY

- 5.1 CONTRACTOR agrees to perform all work outlined in this Scope of Work in such a manner as to meet all accepted standards for safe practices during maintenance operations and to safely maintain and operate all equipment, machines, and materials consequential or related to the work; and is solely responsible for complying at all times with all local, County, State, Federal, or other legal requirements including, but not limited to, California Department of Food and Agriculture, O.S.H.A. Orders, Department of Transportation Drug and Alcohol testing provisions, CalTrans Traffic Control Manuals, and APWA Traffic Control Handbook, so as to protect all persons, including CONTRACTOR's employees, agents of the City, vendors, members of the public, and others from foreseeable injury to themselves or damage to their property. Furthermore, CONTRACTOR shall contact Underground Service Alert (Dig Alert) before excavating a location, as necessary. CONTRACTOR shall inspect all hazards and potential hazards in maintained areas and keep a log indicating the date inspected and action taken. All employees working within the roadway right-of-way shall wear reflective safety vests.
- 5.2 It shall be CONTRACTOR's responsibility to inspect and identify any practices and conditions that render any portion of the maintained areas unsafe. The CITY shall be notified immediately of any unsafe conditions that require major correction. CONTRACTOR shall be responsible for making minor corrections including, but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems so as to protect members of the public or others from injury. CONTRACTOR shall cooperate fully with CITY in the investigation of any accidental injury or death occurring in any of the maintained areas, including a complete written report thereof to the CITY within five (5) days of the injury or death.

6.0 EMERGENCY PROCEDURES

- 6.1 CONTRACTOR shall immediately report any emergency situations such as vandalism, broken equipment, etc., by calling the following:

- 6.2 During business hours, CONTRACTOR shall contact the CITY's Public Works Department at (562) 801-4415.
- 6.3 After-hours, CONTRACTOR shall contact the CITY's Public Works Stand-by Employee at (562) 755-0768.

7.0 HOURS AND DAYS OF SERVICE

- 7.1 Maintenance service may be conducted between the hours of 6:00 a.m. and 3:00 p.m. on those days maintenance is to be provided pursuant to the work schedule approved in advance by the CITY.
- 7.2 Eight (8) hours of labor shall constitute a legal day's work for all workers employed in the execution of this Agreement and the CONTRACTOR and any subcontractor under him/her shall comply with and be governed by the laws of the State of California having to do with working hours as set forth in Division 2, Part 7, Chapter 1, Article 2 of the Labor Code of the State of California as amended.
- 7.3 Within ten (10) days of the effective date of the Contract, CONTRACTOR will be requested to submit a work schedule to the CITY for approval. When actual performance differs substantially from previously scheduled work, the CONTRACTOR shall submit for approval a revised schedule within five (5) working days.

8.0 GENERAL CONDITIONS

- 8.1 CONTRACTOR shall have the duty to mow, edge, and trim turf areas at the CITY parks listed above.
- 8.2 CONTRACTOR shall not perform any operation, particularly during periods of inclement weather, which may destroy or damage plant, ground cover, or turf areas. The Director of Public works, or his designee(s), shall have the authority to suspend the work, wholly or in part, for such period as he may deem necessary, due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable execution of the work. Any mowing missed due to inclement weather and not rescheduled shall be deducted from the monthly billing statement.
- 8.3 CONTRACTOR shall be required to assign a designated foreman as contract work manager. This individual will be the contact person for this Agreement and shall be available to respond to inquiries, 'walk-throughs', and inspections of the work as required. The foreman shall be on site for a minimum of ten (10) hours per week. At least one member of any maintenance crew at each maintenance area shall be able to read and speak English fluently.
- 8.4 The foreman shall perform a maintenance inspection weekly during daylight hours of all areas within the maintained areas. Such inspection shall be both visual and operational.
- 8.5 The foreman shall prepare and submit to the Director of Public Works, or his designee(s), a weekly report. The weekly report shall indicate the overall condition of the maintained areas and shall list specifically any unusual or problem areas/situations. The report shall also include action to be taken by the CONTRACTOR to rectify said situation and indicate the anticipated time frame for compliance.

- 8.6 The CONTRACTOR shall schedule operations so as not to interfere with the public's use of the maintained areas. CONTRACTOR shall conduct its operations so as to provide the maximum safety for the public and to offer the least possible obstruction and inconvenience to the public, or disruption to the peace and quiet of the area around which the services are performed.
- 8.7 If any person employed by the CONTRACTOR or any subcontractor shall fail or refuse to carry out the directions of the Director of Public Works, or his designee(s), or is in the opinion of the Director, incompetent, intemperate, or disorderly; or uses threatening or abusive language to any person on the work site; or is otherwise unsatisfactory, he shall be discharged from the project immediately, and shall not again be employed on the work except with the written consent of the Director of Public Works or his designee(s). CONTRACTOR shall transfer or discharge any such person within a reasonable time following notice therefore from the Director and such person shall not be employed at any other area maintained by the CONTRACTOR for the CITY except with the written consent of the Director.
- 8.8 The CONTRACTOR shall not post advertising signs and banners within the maintained areas. All traffic control and public safety signs used by the CONTRACTOR shall be kept free of graffiti at all times.

9.0 SPECIFIC WORK REQUIREMENTS

CONTRACTOR shall perform, at their sole expense, the following services:

- 9.1 Mowing: Turf to be mowed with an adequately sharpened power mower to ensure a smooth surface appearance without scalping. All turf grasses shall be cut so that no more than one-third the height of the grass blade is removed during any one mowing operation. Recycling mowers may only be used upon approval of the Director of Public Works, or his designee(s). The mowing heights will be adjusted according to the needs of the CITY or during periods of renovation. A mowing schedule will be established and maintained. This schedule will provide that all areas will be mowed a minimum of once per week. All mowing missed and not completed within three (3) working days, shall be deducted from the monthly billing statement. Costs will be calculated at a rate of 25% of the total monthly maintenance costs as set forth in Exhibit "B" for subject facility. Clippings shall be removed concurrent with each mowing.
- 9.2 Edging: The edge of the grass along sidewalks, curb, shrub and flowerbeds, and walls, shall be trimmed to a neat and uniform line. Where trees occur in turf areas, all grass shall be removed six (6) inches from the trunks of trees by approved chemicals or by hand as required. Mulch may be applied to the base of tree trunks to reduce weed growth. Weed eaters may not be used to clear turf around trees. CONTRACTOR shall trim around all sprinkler heads as necessary to provide maximum water coverage. Edging will be done concurrent with each mowing. The edge of the turf shall be trimmed around valve boxes, meter boxes, backflow devices, or any structures located within the turf areas using mechanical methods. Turf edges shall be maintained to prevent grass invasion

into adjacent shrub, flower, and ground cover bed areas. After mowing and edging is completed, all adjacent walkways shall be cleaned.

9.3 Sports Turf: All infield turf is excluded from this Scope of Work.

10.0 DAMAGE

10.1 All damages incurred to existing facilities by the CONTRACTOR's operation shall be repaired or replaced at the CONTRACTOR's expense.

10.2 All repairs will be performed by the CITY and the CONTRACTOR shall reimburse the CITY for the value of the repair.

11.0 EXTRAORDINARY REPAIRS

11.1 Any extraordinary incident such as vandalism, acts of God, and third party negligence which has or will affect any maintained area and is within the scope of the CONTRACTOR's responsibilities, shall be documented by CONTRACTOR by a phone call, photographs, and/or written statement, and documentation shall be given to the CITY within eight (8) hours. CONTRACTOR is not responsible for reporting or documenting graffiti. CONTRACTOR shall perform the above documentation upon discovery of extraordinary incidents.

11.2 The CITY may, at its discretion, when it learns of the need for extraordinary repairs, direct the CONTRACTOR to perform necessary repairs and replacements in accordance with the following: CONTRACTOR shall submit a written estimate for the cost of performing such work to the CITY. CITY may upon review and approval of such estimate, authorize CONTRACTOR to perform said work by the issuance of a written work order. Upon completion of the work, CONTRACTOR shall submit a bill to the CITY.

EXHIBIT B

PARK LANDSCAPE MOWING SERVICES

COMPENSATION

The total contract amount for the contract period commencing as of the Effective Date and ending August 31, 2017 will be an amount not-to-exceed \$261,722.52 per the fee schedule below. Contractor shall invoice City on a monthly basis. Payment should be processed and received no later than thirty (30) calendar days from the date invoice is submitted.

Item No.	Quantity	Location	Monthly Cost	Extended Cost (36 months)
1	36 months	Streamland Park 3539 Durfee Avenue 7.3 acres	\$ 1,195.08	\$ 43,022.88
2	36 months	Pio Pico Playground 4211 Columbia Street 1.3 acres	\$ 597.54	\$ 21,511.44
3	36 months	Obregon Park 3298 Sandoval Avenue 1.3 acres	\$ 398.36	\$ 14,340.96
4	36 months	Pico Park 9528 Beverly Boulevard 17.0 acres	\$ 1,195.08	\$ 43,022.88
5	36 months	Rio Hondo Park 8421 San Luis Potosi Place 13.0 acres	\$ 1,792.62	\$ 64,534.32
6	36 months	Smith Park 6016 Rosemead Boulevard 16.0 acres	\$ 597.54	\$ 21,511.44
7	36 months	Rio Vista Park 8751 Coffman & Pico Road 4.5 acres	\$ 298.77	\$ 10,755.72
8	36 months	Rivera Park 9530 Shade Lane 14.8 acres	\$ 1,195.08	\$ 43,022.88
Total Compensation (36 month term):				\$ 261,722.52

RFB 2014-PW01 Park Landscape Mowing Services
 Bid Opening June 12, 2014

Item No.		Qty	UOM	Location	Vendor Name:		Monthly Cost	Extended Cost	Monthly Cost	Extended Cost	Monthly Cost	Extended Cost
					L. Barrios & Associates, Inc.				Orozco Landscape & Tree Company		Mariposa Landscapes, Inc.	
1	36	Mo.		Streamland Park	\$ 1,052.00	\$ 37,872.00	\$ 1,800.00	\$ 64,800.00	\$ 1,325.00	\$ 47,700.00		
2	36	Mo.		Pio Pico Playground	\$ 384.00	\$ 13,824.00	\$ 500.00	\$ 18,000.00	\$ 118.00	\$ 4,248.00		
3	36	Mo.		Obregon Park	\$ 384.00	\$ 13,824.00	\$ 500.00	\$ 18,000.00	\$ 204.00	\$ 7,344.00		
4	36	Mo.		Pico Park	\$ 1,336.00	\$ 48,096.00	\$ 2,300.00	\$ 82,800.00	\$ 1,855.00	\$ 66,780.00		
5	36	Mo.		Rio Hondo Park	\$ 1,152.00	\$ 41,472.00	\$ 2,000.00	\$ 72,000.00	\$ 1,681.00	\$ 60,516.00		
6	36	Mo.		Smith Park	\$ 1,152.00	\$ 41,472.00	\$ 2,200.00	\$ 79,200.00	\$ 2,243.00	\$ 80,748.00		
7	36	Mo.		Rio Vista Park	\$ 768.00	\$ 27,648.00	\$ 1,000.00	\$ 36,000.00	\$ 662.00	\$ 23,832.00		
8	36	Mo.		Rivera Park	\$ 1,152.00	\$ 41,472.00	\$ 2,000.00	\$ 72,000.00	\$ 1,891.00	\$ 68,076.00		
					Total Bid Amount	\$ 265,680.00	Total Bid Amount	\$ 442,800.00	Total Bid Amount	\$ 359,244.00		

Item No.		Qty	UOM	Location	Vendor Name:		Monthly Cost	Extended Cost	Monthly Cost	Extended Cost	Monthly Cost	Extended Cost
					Pierre Landscape, Inc.				ValleyCrest Landscape Maintenance,		Camposino Landscape Inc.	
1	36	Mo.		Streamland Park	\$ 1,795.00	\$ 64,620.00	\$ 1,520.00	\$ 54,720.00	\$ 4,147.20	\$ 149,299.20		
2	36	Mo.		Pio Pico Playground	\$ 268.00	\$ 9,648.00	\$ 250.00	\$ 9,000.00	\$ 518.40	\$ 18,662.40		
3	36	Mo.		Obregon Park	\$ 443.00	\$ 15,948.00	\$ 325.00	\$ 11,700.00	\$ 673.92	\$ 24,261.12		
4	36	Mo.		Pico Park	\$ 2,371.00	\$ 85,356.00	\$ 1,150.00	\$ 41,400.00	\$ 3,110.40	\$ 111,974.40		
5	36	Mo.		Rio Hondo Park	\$ 3,221.00	\$ 115,956.00	\$ 1,290.00	\$ 46,440.00	\$ 5,702.40	\$ 205,286.40		
6	36	Mo.		Smith Park	\$ 3,441.00	\$ 123,876.00	\$ 1,300.00	\$ 46,800.00	\$ 4,147.20	\$ 149,299.20		
7	36	Mo.		Rio Vista Park	\$ 1,090.00	\$ 39,240.00	\$ 880.00	\$ 31,680.00	\$ 1,555.20	\$ 55,987.20		
8	36	Mo.		Rivera Park	\$ 3,260.00	\$ 117,360.00	\$ 1,680.00	\$ 60,480.00	\$ 5,184.00	\$ 186,624.00		
					Total Bid Amount	\$ 572,004.00	Total Bid Amount	\$ 302,220.00	Total Bid Amount	\$ 901,393.92		

RFB 2014-PW01 Park Landscape Mowing Services
Bid Opening June 12, 2014

Item		Vendor Name: S. C. Yamamoto, Inc.			Vendor Name: Marina Landscape, Inc			Vendor Name: Complete Landscape Care, Inc.		
No.	Qty	UOM	Location	Monthly Cost	Extended Cost	Monthly Cost	Extended Cost	Monthly Cost	Extended Cost	
1	36	Mo.	Streamland Park	\$ 850.00	\$ 30,600.00	\$ 1,153.00	\$ 41,508.00	\$ 2,000.00	\$ 72,000.00	
2	36	Mo.	Pio Pico Playground	\$ 150.00	\$ 5,400.00	\$ 205.00	\$ 7,380.00	\$ 300.00	\$ 10,800.00	
3	36	Mo.	Obregon Park	\$ 150.00	\$ 5,400.00	\$ 205.00	\$ 7,380.00	\$ 750.00	\$ 27,000.00	
4	36	Mo.	Pico Park	\$ 2,000.00	\$ 72,000.00	\$ 2,686.00	\$ 96,696.00	\$ 2,475.00	\$ 89,100.00	
5	36	Mo.	Rio Hondo Park	\$ 1,500.00	\$ 54,000.00	\$ 2,054.00	\$ 73,944.00	\$ 1,600.00	\$ 57,600.00	
6	36	Mo.	Smith Park	\$ 1,875.00	\$ 67,500.00	\$ 2,528.00	\$ 91,008.00	\$ 2,450.00	\$ 88,200.00	
7	36	Mo.	Rio Vista Park	\$ 500.00	\$ 18,000.00	\$ 711.00	\$ 25,596.00	\$ 700.00	\$ 25,200.00	
8	36	Mo.	Rivera Park	\$ 1,750.00	\$ 63,000.00	\$ 2,338.00	\$ 84,168.00	\$ 1,700.00	\$ 61,200.00	
				Total Bid Amount	\$ 315,900.00	Total Bid Amount	\$ 427,680.00	Total Bid Amount	\$ 431,100.00	

Item		Vendor Name: Azteca Landscape			Vendor Name: BMC Landscape Management, Inc.		
No.	Qty	UOM	Location	Monthly Cost	Extended Cost	Monthly Cost	Extended Cost
1	36	Mo.	Streamland Park	\$ 772.70	\$ 27,817.20	\$ 1,195.08	\$ 43,022.88
2	36	Mo.	Pio Pico Playground	\$ 137.60	\$ 4,953.60	\$ 597.54	\$ 21,511.44
3	36	Mo.	Obregon Park	\$ 137.60	\$ 4,953.60	\$ 398.36	\$ 14,340.96
4	36	Mo.	Pico Park	\$ 1,799.45	\$ 64,780.20	\$ 1,195.08	\$ 43,022.88
5	36	Mo.	Rio Hondo Park	\$ 1,376.05	\$ 49,537.80	\$ 1,792.62	\$ 64,534.32
6	36	Mo.	Smith Park	\$ 1,693.60	\$ 60,969.60	\$ 597.54	\$ 21,511.44
7	36	Mo.	Rio Vista Park	\$ 476.32	\$ 17,147.52	\$ 298.77	\$ 10,755.72
8	36	Mo.	Rivera Park	\$ 1,566.58	\$ 56,396.88	\$ 1,195.08	\$ 43,022.88
				Total Bid Amount	\$ 286,556.40	Total Bid Amount	\$ 261,722.52



To: Mayor and City Council

From: City Manager

Meeting Date: August 26, 2014

Subject: SPEED LIMITS RESOLUTION - ENGINEERING AND TRAFFIC SURVEY CITY WIDE

Recommendations:

Adopt Resolution approving Engineering and Traffic Survey recommendations regarding speed limits along City street segments, as described in said Resolution.

Fiscal Impact: \$3000 Installation of new signs and posts.

Discussion:

On March 17, 2014, the City authorized the preparation of an Engineering & Traffic Survey (required by California Vehicle Code Section 627) by Elie Farah, Inc. The data from the survey is required to support and/or establish speed limits on City streets. The 2014 study was conducted in accordance with applicable provisions of the California Vehicle Code (CVC) following procedures outlined in the California Manual on Uniform Traffic Control Devices (CAMUTCD). The current speed survey covering 34 street segments was last surveyed and adopted in 2009, and is due to expire in 2014.

The Engineering & Traffic Survey is required in order to enable the Sheriff's Department to utilize radar or other electronic speed measuring devices for speed enforcement. CVC Sections 22357 and 22358 require engineering and traffic surveys that verify the prima facie speed limit in order to lawfully use electronic speed measurement devices. The law further specifies that these surveys be conducted every five (5) years. These provisions assure that posted speed limits are kept reasonably current.

The Engineering & Traffic Survey studied speed limits on a total of 34 separate roadway segments. A total of three (3) segments are being recommended to decrease by 5 MPH. A total of two (2) segments are being recommended to increase by 5 MPH in this current survey.

Summary of Analysis (Enclosure 2):

- **Table 1** presents a summary of the 34 locations surveyed and the subsequent speed posting recommendations.
- **Table 2** presents a summary of the locations where the 85th percentile speed is less than the current posted speed limit and speed limits need to be decreased based on the results of this survey. A total of 3 segments require speed limit increases by 5 MPH.
- **Table 3** presents a summary of the locations where the 85th percentile speed exceeds the current posted speed limit and speed limits need to be increased based on the results of this survey. A total of 2 segments satisfy these criteria where speed limits must be reduced by 5 MPH.
- Recommended speed limit changes must be adopted by the City Council, or speeding citations obtained via radar along the affected street segments can be successfully challenged in court.



René Bobadilla

RB:JE:JL:lg

Enc.

- 1) Resolution
- 2) Speed Survey Report

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, DESIGNATING SPEED LIMITS FOR CERTAIN CITY STREETS**

WHEREAS, the California Vehicle Code (CVC) section 40802 (Speed Traps) designates that a section of a highway or street is considered a “speed trap” if the prima facie speed limit is not justified by an Engineering and Traffic Survey (E&TS) performed within a specific time period, and the enforcement of the speed limit involved the use of radar or any other electronic device for measuring the speed of moving objects. The prima facie speed limits on various streets of the City must be determined and established on the basis of an (E&TS). Conducting an Engineering and Traffic Survey for establishing speed limits is governed by the CVC and the California Manual on Uniform Traffic Control Devices (CAMUTCD). Since an Engineering and Traffic Survey is valid for a period of 5, 7 or 10 years the City must update the Engineering and Traffic Survey for existing speed zones prior to their expiration date. Additionally the City is required to reevaluate the speed limits on segments of the roadways that have undergone significant changes in roadway characteristics or surrounding land use.

WHEREAS, the E&TS justifying the proposed speed limits were performed in accordance with the provisions of Title 10.28.060 of the Pico Rivera Municipal Code, the CVC, California MUTCD and established traffic engineering practices.

WHEREAS, based on the information presented in Section 2, the City Council finds it appropriate to designate speed limits for 34 street segments; and

WHEREAS, the City Council finds it appropriate to adopt a resolution to reestablish speed limits on 29 segments, reduce the speed limits on 3 segments and increase the posted speed limits on 2 segments, to facilitate safe and orderly traffic flow; and

WHEREAS, the following designated prima facie speed limits are based on the results of the engineering and traffic survey.

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

SECTION 1. The City Council of the City of Pico Rivera, hereby determines pursuant to Section 10.28.060 of the Pico Rivera Municipal Code and Section 627 of the Vehicle Code of the State of California, that the public health, safety and welfare will be best protected by installing certain additional traffic control measures as described hereinafter and shown in Section 2.

SECTION 2. The City Council of the City of Pico Rivera does hereby authorize the Director of Public Works to implement the following prima facie speed limits based upon an Engineering & Traffic Survey conducted June 2014 that are most appropriate to facilitate the orderly movement of traffic and to be reasonably safe:

A total of three (3) segments are recommended to decrease the posted speed limit by 5 MPH. A total of two (2) segments are recommended to increase the current posted speed limit by 5 MPH in this current survey.

- **Exhibit 1** presents a summary of the 34 locations surveyed and the subsequent speed posting recommendations.
- **Exhibit 2** presents a summary of the locations where the recommended posted speed limit is less than the 85th percentile speed. The CVC allows for a 5 MPH decrease in the speed limit based on the results of this survey. A total of 3 segments satisfy this criteria where a 5 MPH reduction in speed limit is justified.
- **Exhibit 3** presents a summary of the locations where the 85th percentile speed exceeds the current posted speed limit and speed limits need to be increased based on the results of this survey. A total of 2 segments require speed limit increases by 5 MPH.

SECTION 3. Exhibits 1, 2 and 3 are hereby incorporated into and are part of this Resolution and shall become effective upon completion.

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

ADOPTED AND APPROVED this _____ day of _____, 2014.

Brent A. Tercero, Mayor

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:

City of Pico Rivera
2014 Citywide Radar Speed Survey
Exhibit 1: Summary of Findings and Recommendations

	Location	Dir. of Travel	Posted Limit MPH	85th% Speed	Limit Per 85th%	Change in Limit	New Speed Limit
1	Beverly Blvd: WCL to Rosemead Blvd	EB	40	40.8	40	NO	40
		WB		41.3			
2	Beverly Blvd: Rosemead Blvd to ECL	EB	40	42.3	40	NO	40
		WB		41.3			
3	Beverly Rd: WCL to Paramount Blvd	EB	25	32.3	30	NO	25
		WB		31.6			
4	Beverly Rd: Paramount Blvd to Passons Blvd	EB	40	39.5	40	YES	35
		WB		39.8			
5	Beverly Rd: Passons Blvd to Manning Rd	EB	40	40.8	40	YES	35
		WB		40.5			
6	Durfee Ave: Whittier Blvd to Beverly Blvd	NB	25	31.0	30	NO	25
		SB		31.8			
7	Durfee Ave: Beverly Blvd to Kruse Rd	NB	25	31.0	30	NO	25
		SB		31.6			
8	Gallatin Rd: Paramounr Blvd to Rosemead Blvd	EB	30	33.6	35	NO	30
		WB		34.4			
9	Loch Lomond Dr: Paramount Blvd to Van Norman Rd	EB	30	31.9	30	NO	30
		WB		32.3			
10	Mines Ave: Paramount Blvd to Rosemead Blvd	EB	35	37.5	35	NO	35
		WB		37.3			
11	Mines Ave: Rosemead Blvd to Passons Blvd	EB	35	37	35	YES	30
		WB		36.3			
12	Mines Ave: Passons Blvd to Rimbank Ave	EB	25	29.6	30	NO	25
		WB		29.9			
13	Paramount Blvd: Telegraph Rd to Slauson Ave	NB	40	42.0	40	NO	40
		SB		41.5			
14	Paramount Blvd: Slauson Ave to Washington Blvd	NB	45	47.0	45	NO	45
		SB		46.5			
15	Paramount Blvd: Washington Blvd to Whittier Blvd	NB	40	42.4	40	NO	40
		SB		42.0			
16	Paramount Blvd: Whittier Blvd to Beverly Blvd	NB	40	40.6	40	NO	40
		SB		40.8			
17	Passons Blvd: Telegraph Rd to Slauson Ave	NB	25	31.3	30	NO	25
		SB		31.2			
18	Passons Blvd: Slauson Ave to Mines Ave	NB	25	31.5	30	NO	25
		SB		32.2			
19	Passons Blvd: Mines Ave to Whittier Blvd	NB	25	32.0	30	NO	25
		SB		31.5			

City of Pico Rivera
2014 Citywide Radar Speed Survey
Exhibit 1: Summary of Findings and Recommendations

	Location	Dir. of Travel	Posted Limit MPH	85th% Speed	Limit Per 85th%	Change in Limit	New Speed Limit
20	Rex Rd: Rosemead Blvd to Paramount Blvd	EB	NP	37.5	35	NO	35
		WB		37.4			
21	Rosemead Blvd: Telegraph Rd to Washington Blvd	NB	40	44.0	45	NO	40
		SB		44.8			
22	Rosemead Blvd: Washington Blvd to Whittier Blvd	NB	40	44.4	45	NO	40
		SB		43.7			
23	Rosemead Blvd: Whittier Blvd to Gallatin Rd	NB	40	44.5	45	NO	40
		SB		44.3			
24	San Gabriel River Pkwy: Beverly Blvd to Springland Dr	NB	45	47.0	45	NO	45
		SB		43.8			
25	San Gabriel River Pkwy: Springland Dr to Rose Hills Rd	NB	45	47.3	45	NO	45
		SB		46.0			
26	Slauson Ave: WCL to Rosemead Blvd	EB	40	41.9	40	NO	40
		WB		41.8			
27	Slauson Ave: Rosemead Blvd to ECL	EB	40	39.9	40	NO	40
		WB		39.6			
28	Telegraph Rd: WCL to Rosemead Blvd	EB	45	46.4	45	NO	45
		WB		46.8			
29	Telegraph Rd: Rosemead Blvd to ECL	EB	40	44.3	45	YES	45
		WB		43.6			
30	Washington Blvd: WCL to Rosemead Blvd	EB	40	42.0	40	NO	40
		WB		41.6			
31	Washington Blvd: Rosemead Blvd to ECL	EB	40	42.4	40	NO	40
		WB		41.9			
32	Whittier Blvd: WCL to Paramount Blvd	EB	35	39.5	40	NO	35
		WB		39.8			
33	Whittier Blvd: Paramount Blvd to Passons Blvd	EB	30	33.5	35	YES	35
		WB		33.4			
34	Whittier Blvd: Passons Blvd to ECL	EB	35	39.2	40	NO	35
		WB		38.9			

**City of Pico Rivera
2014 Citywide Radar Speed Survey
Exhibit 2: Summary of Lowering Speed Limits**

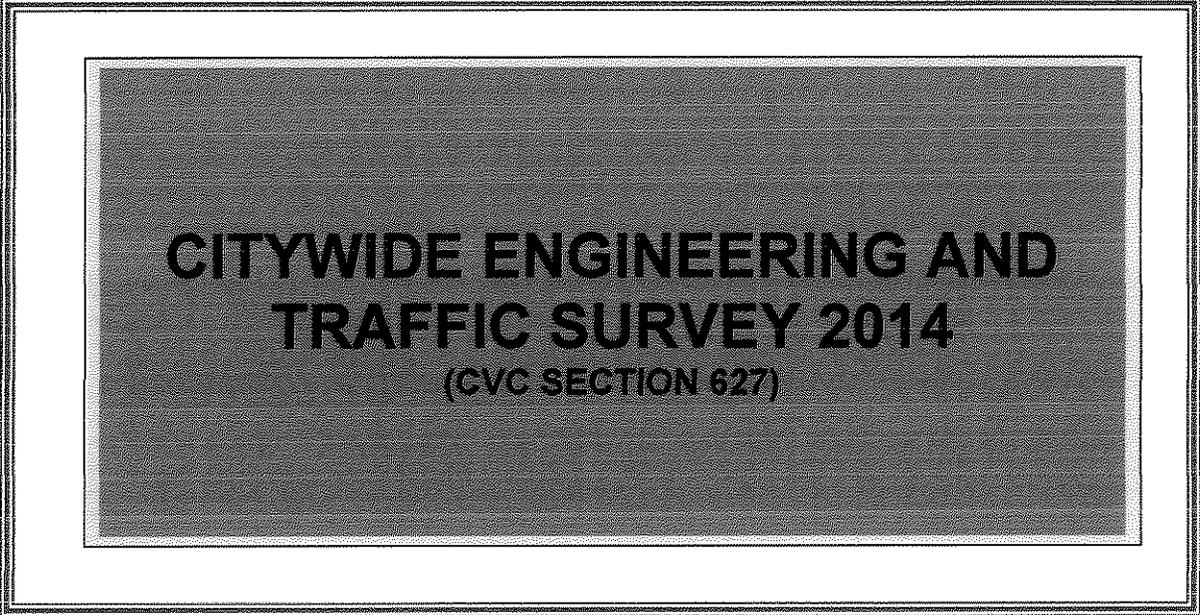
Location		Dir. of Travel	Posted Limit MPH	85th% Speed	Limit Per 85th%	Change in Limit	Rec Speed Limit
4	Beverly Rd: Paramount Blvd to Passons Blvd	EB	40	39.5	40	YES	35
		WB		39.8			
5	Beverly Rd: Passons Blvd to Manning Rd	EB	40	40.8	40	YES	35
		WB		40.5			
11	Mines Ave: Rosemead Blvd to Passons Blvd	EB	35	37.0	35	YES	30
		WB		36.3			

City of Pico Rivera
2014 Citywide Radar Speed Survey
Exhibit 3: Summary of Speed Limits Increased

Location		Dir. of Travel	Posted Limit MPH	85th% Speed	Limit Per 85th%	Change in Limit	Rec Speed Limit
29	Telegraph Rd: Rosemead Blvd to ECL	EB	40	44.3	45	YES	45
		WB		43.6			
33	Whittier Blvd: Paramount Blvd to Passons Blvd	EB	30	33.5	35	YES	35
		WB		33.4			

Note: On file with the City Clerk's office

CITY OF PICO RIVERA



**CITYWIDE ENGINEERING AND
TRAFFIC SURVEY 2014
(CVC SECTION 627)**

Prepared by:
Elie Farah, Inc.
Traffic and Civil Engineering
1593 Liberty Drive
Corona, CA 92881
Tel. (951)-898-0772, Fax (951)-278-4110
email: info@eliefarahinc.com
Web: ElieFarahInc.com

Effective Date: September 2014



To: Mayor and City Council
From: City Manager
Meeting Date: August 26, 2104
Subject: SINGLE-USE PLASTIC BAG ORDINANCE

Recommendation:

Approve a resolution supporting the restriction of the use of single-use carry out bags.

Fiscal Impact: None

Discussion:

At the request of Mayor Tercero, staff has researched activities relating to phasing out single-use plastic grocery bags in the City.

On November 16, 2010, Los Angeles County adopted an ordinance restricting the use of plastic carryout bags.

To date, approximately 103 County or cities within California have adopted ordinances similar in nature, such as the City of Malibu, City of Palo Alto, City of Manhattan Beach, City of Pasadena, City of Long Beach, City of Calabasas, City of Santa Monica, City of West Hollywood and the County of Los Angeles.

The California Integrated Waste Management Board (CIWMB) estimates that plastic carryout bags make up 0.4 percent of California's overall disposed waste stream by weight but have been shown to make a more significant contribution to litter, particularly within catch basins.

According to research conducted by the Los Angeles County Department of Public Works (LACDPW), approximately 6 billion plastic carryout bags are used in the County each year, equivalent to approximately 1,600 bags per household per year. Each year,

public agencies in California spend more than \$375 million on litter prevention, cleanup, and disposal. The County of Los Angeles Flood Control District alone spends more than \$18 million annually for prevention, cleanup, and enforcement efforts to reduce litter.

To date, several attempts have been made to implement a State-wide reusable bag ordinance, but all have failed thus far. The State of California is currently considering Senate Bill 270 (Padilla), a state-wide reusable bag approach, which would pre-empt local jurisdictions from its regulations if they initiate proceeding prior to September 1, 2014 and adopt an ordinance by January 1, 2015. Staff is requesting Council to adopt a resolution to initiate proceeding to bring forth an ordinance to regulate single-use bags and preserve all regulatory options.

Although, staff initially believed it would need to create an addendum to the L.A. County EIR adopted in 2010, staff has recently reviewed recent legislation and concluded that a proposed ordinance could be exempt from California Environmental Quality Act (CEQA) requirements.

If directed, staff would proceed with the development of a proposed ordinance that would regulate the issuance of single-use plastic carryout bags.



René Bobadilla

RB:RC:sp

Attachment: Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, SUPPORTING THE BAN OF ALL SINGLE-USE SHOPPING BAGS (PLASTIC, PAPER AND BIODEGRADABLE)

WHEREAS, the use of all single-use shopping bags (plastic, paper, biodegradable) have severe environmental impacts, including greenhouse gas emissions, litter, harm to wildlife, water and solid waste generation; and

WHEREAS, many of these single-use carry out bags are made from plastic or other material that does not readily decompose; and

WHEREAS, approximately nineteen billion (19,000,000,000) single-use plastic bags are used annually in California but less than 5% are recycled; and

WHEREAS, numerous studies have documented the prevalence of single-use carryout bags littering the environment, blocking storm drains and fouling rivers and beaches; and

WHEREAS, the City taxpayers must bear the brunt of clean-up costs; and

WHEREAS, from an overall environmental and economic perspective, the best alternative to single-use plastic and paper carryout bags is a shift to reusable bags; and

WHEREAS, over 90 jurisdictions in California have approved ordinances that impose fees on the customers requesting bags and these fees have proven very effective at generating a major shift in consumer behavior and significantly reducing single-use bag consumption; and

WHEREAS, Senate Bill 270 (Padilla) requires cities to adopt a resolution expressing the intent to restrict single-use carryout bags, and before January 1, 2015, adopt an ordinance or fall under the specific regulations of SB 270 once adopted.

WHEREAS, it is the City's desire to lead by example and whenever possible to conserve resources, reduce the amount of solid waste, and to protect the public health and welfare, all of which increase the quality of life for City of Pico Rivera residents and visitors.

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

SECTION 1: That the City of Pico Rivera supports the regulation of all single-use shopping bags (plastic, paper, biodegradable).

RESOLUTION NO. _____

Page 2 of 2

SECTION 2: That the City of Pico Rivera shall provide direction to staff regarding preparation of a City ordinance regulating single-use plastic bags in the City of Pico Rivera.

APPROVED AND ADOPTED 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: