



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

Tuesday, August 14, 2012
Regular Meeting 6:00 p.m.
Council Chamber
6615 Passons Blvd.
Next Resolution No. 6696
Next Ordinance No. 1073
Next Agreement No. 12-1333

COMMISSIONERS SCHEDULED TO BE PRESENT:

Tommy Elisaldez, Planning Commission
Theresa Corella, Sister City Commission

INVOCATION:

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

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATIONS:

- **Presentation of Final Report and Recommendations from Parks & Recreation Efficiency Study at 5:00 p.m. in the Main Conference Room**
- Employee Presentations:
 - Jose Gutierrez, Public Works – 5 year service award
 - Desiree Sotelo, Public Works – 5 year service award
 - Vincent Hernandez, Parks & Recreation – 5 year service award
 - Andre Garcia, Public Works – 5 year service award
 - Evanette Gettler, Finance – 10 year service award
 - Evelyn Millare, Public Works – 10 year service award
 - Gary Mendibles, Public Works – 25 year service award
- On-line Payment Presentation

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(S):

1. Public Hearing – Parks and Recreation Use of Facilities Fees for Community Youth Sports Organizations. (700)

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

- 1. Establish a \$20.00 per player recovery fee for Community Youth Sports Organizations (CYSO) that utilize city recreation facilities as their home field.

2. Public Hearing – City Conformance with the Congestion Management Program

- a. Open Hearing (1300)
- b. Memo from City Manager
- c. Written Communications
- d. Oral Communications
- e. Close Hearing
- f. **Recommendation:**

- 1. Adopt Resolution affirming the city's conformance with the Congestion Management Program.

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 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.

3. Minutes:

- City Council meeting of July 24, 2012

Recommendation: Approve

- Parks & Recreation Commission meeting of July 12, 2012

Recommendation: Receive and file.

4. 3rd Warrant Register of the 2012-2013 Fiscal Year. (700)

Check Numbers: 252846-252984; 252988-253102

Special Checks Numbers: 252985-252987

Recommendation: Approve

5. Designation of Voting Delegates. (200)

Recommendation:

1. Appoint Brent A. Tercero as voting delegate and Gustavo V. Camacho as alternate for the 2012 Annual League of California Cities Conference.

6. Approval of Funding to Extend Shuttle Services for Passons Boulevard Underpass Project and Award Service Agreement for Demand Response (Dial-A-Van) Service. (500)

Recommendation:

1. Appropriate an additional \$35,000 for Southland Transit Inc. (STI) to continue shuttle services through completion of the Passons Boulevard Underpass Project; and
2. Award service agreement with STI to continue operation and maintenance of city demand response (Dial-A-Van) service.

Agreement No. _____

7. **Installation of Traffic Control Devices - Congestion Relief and Traffic Safety.**
Recommendation: (1400)

1. Receive and file.

8. **Amendment to Agreement No. 11-1244 with El Rancho Unified School District – School Resource Deputy.** (500)

Recommendation:

1. Approve Amendment to Agreement No. 11-1244 with El Rancho Unified School District (ERUSD) under which the City will be reimbursed for 50% of the cost of providing a School Resource Deputy from September 2012 through June 2013, and authorize the Mayor to execute the Supplemental Agreement in a form approved by the City Attorney.

Agreement No. 11-1244-1

9. **Rivera Park Renovation - Amendment No. 3 to the Professional Services Agreement No. 09-1131 - Construction Support Services.** (500)

Recommendation:

1. Approve Amendment No. 3 to Professional Services Agreement No. 09-1131 with Hirsch & Associates, Inc. (HAI) for additional professional services for an amount not to exceed \$25,796 and authorize the Mayor to execute Amendment No. 3 in a form approved by the City Attorney.

Agreement No. 09-1131-3

10. **Award of Professional Consulting Services Agreement - Staff Augmentation Services.** (500)

Recommendation:

1. Award a Professional Consulting Services Agreement for staff augmentation services to Mike Nguyen, Engineer, in an amount not to exceed \$93,600 per year and authorize the Mayor to execute the agreement in a form approved by the City Attorney.

Agreement No. _____

- 11. Rivera Park Renovation – Amendment No. 3 to Professional Services Agreement No. 10-1180 with URS Corporation, Inc. – Construction Management Services. (500)**

Recommendation:

1. Approve Amendment No. 3 to Professional Services Agreement No. 10-1180 with URS Corporation, Inc. for construction management services for an additional amount not to exceed \$45,050 and authorize the Mayor to execute Amendment No. 3 in a form approved by the City Attorney.

Agreement No. _____

CONSENT CALENDAR ITEMS PULLED:

LEGISLATION: None.

NEW BUSINESS:

OLD BUSINESS:

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

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

ADJOURNMENT:

AFFIDAVIT OF POSTING

I, Anna M. Jerome, Assistant City Clerk, for the City of Pico Rivera, DO HEREBY CERTIFY, under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the Pico Rivera City Hall bulletin board, Pico Rivera Post Office and Parks: Smith, Pico and Rivera and full agenda packets distributed to the Pico Park and Serapis Libraries, which are available for the public to view. Additionally, agenda was distributed to members of the media on this the 10th day of August, 2012.

Dated this 10th, day of August, 2012

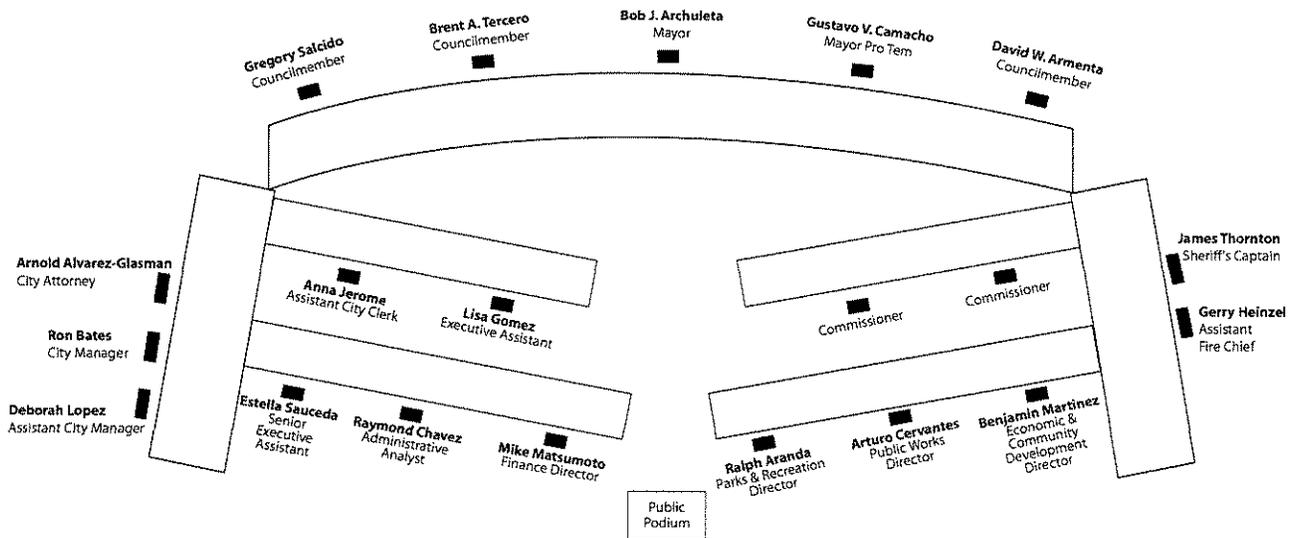


Anna M. Jerome, CMC
Assistant City Clerk

SB343 NOTICE

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

Council Meeting Seating Chart



STATEMENT REGARDING DECORUM AT CITY COUNCIL MEETINGS

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

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

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



To: Mayor and City Council

From: City Manager

Meeting Date: August 14, 2012

Subject: PUBLIC HEARING – PARKS AND RECREATION USE OF FACILITIES FEES FOR COMMUNITY YOUTH SPORTS ORGANIZATIONS

Recommendation:

Establish a \$20.00 per player recovery fee for Community Youth Sports Organizations (CYSO) that utilize city recreation facilities as their home field.

Fiscal Impact:

The fiscal impact to the General Fund is estimated revenue of \$50,000. This revenue estimate is included in the adopted 2012-2013 budget.

Discussion:

The Public Hearing on July 10 was continued to August 14 to allow for additional input from the CYSO Presidents Committee regarding the fees for the recovery of city cost in support of Youth Sports Programs.

A meeting to discuss the CYSO recovery fees was held on July 11. Organization representatives from AYSO Region 603, Pico Boys Baseball Association, Rivera Baseball Association, Pico Fast Pitch Association, Smith Park Pony Baseball League, Twin Cities Wolverines, and the Pico Rivera Dons and Donnas were present. In addition, the Go Getters Softball teams were in attendance. Absent was a representative from the Mary Loehr Girls Softball League. Council Member Gregory Salcido attended and assisted in facilitating the discussion.

For many years the City has been in a financial position to subsidize the use of facilities by recognized CYSO programs. However, with a significant budget deficit all parties to City Government have been asked to help. CYSO's are allowed to utilize lighted sports fields, meeting rooms, and storage sheds all at no cost. Current registration numbers, of the represented organizations that utilize city facilities as their home field, are approximately 2,400 participants. The organizations are willing to pay to the city \$20.00 per registered player for upkeep of the fields. This will generate approximately \$48,000 on an annual basis. The difference will come from the smaller recognized organizations

FEEs AND CHARGES FOR PARKS AND RECREATION PROGRAMS AND USE OF FACILITIES

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such as the Pico Rivera Youth Soccer League, Spartan's Football Club, and the Pico Rivera Baseball Academy who also utilize city facilities to conduct their activities. Other recognized organizations, such as Mary Loehr Girls Softball, who use a school site as their home field will be assessed lighting and staff fees as appropriate when they use city facilities.

This fee shall become effective January 1, 2013. Organizations shall be invoiced at the beginning of their season following registration. Payment will be due before the conclusion of the regular season. The organizations themselves will determine the means of which they will generate the funds to pay to the fees.

A handwritten signature in black ink, appearing to read "Ronald Bates", with a long horizontal line extending to the right.

Ronald Bates

RB:RA:ca



To: Mayor and City Council

From: City Manager

Meeting Date: August 14, 2012

Subject: PUBLIC HEARING – CITY CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM

Recommendation:

Adopt Resolution affirming the City's conformance with the Congestion Management Program.

Fiscal Impact:

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:

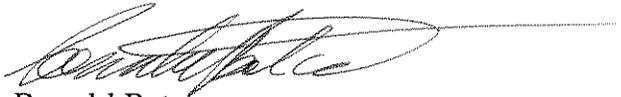
When Proposition 111 was passed in 1990, it linked transportation systems with land use growth and air quality decisions. The State statutes required the development of a Congestion Management Program to be adopted and updated for every county and local government.

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.

COUNCIL AGENDA MEMO – MTG. OF AUGUST 14, 2012
CONFORMANCE WITH CONGESTION MANAGEMENT PROGRAM

Page 2

In addition, the City is required to submit annual compliance reports with the County-Wide Deficiency Plan by reporting their new net development activity. 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. The Los Angeles County Metropolitan Transportation Authority Board froze local jurisdictions credit balances pending a study to determine feasibility of a countywide impact fee. However, cities must continue to report their new net development activity just as in prior years.



Ronald Bates

RB:GA:av

Attachments:

Resolution

Exhibit A – Local Development 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

WHEREAS, the 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 14, 2012 to review the City's compliance with the CMP and to receive public testimony on the subject.

NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF PICO RIVERA LOS ANGELES 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 calculate 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 as Exhibit “A” 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.

APPROVED AND ADOPTED this 14th day of August, 2012.

Bob J. Archuleta, Mayor

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome,
Assistant City Clerk

Arnold M. Alvarez-Glasman,
City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:

City of Pico Rivera **Date Prepared:** August 2, 2012
2012 CMP Local Development Report
Reporting Period: JUNE 1, 2011 - MAY 31, 2012

Contact: Benjamin A. Martinez, Director of Comm & Econ. Dev.
Phone Number: (562) 801-4332

**CONGESTION MANAGEMENT PROGRAM
 FOR LOS ANGELES COUNTY**

2011 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.)	0.00
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.

2012 CMP Local Development Report

Reporting Period: JUNE 1, 2011 - MAY 31, 2012

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	2.00
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.)	0.00
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
	0
ENTER IF APPLICABLE	0.00
ENTER IF APPLICABLE	0.00

2012 CMP Local Development Report

Reporting Period: JUNE 1, 2011 - MAY 31, 2012

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	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.)	0.00
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
	0
ENTER IF APPLICABLE	0.00
ENTER IF APPLICABLE	0.00

2012 CMP Local Development Report

Reporting Period: JUNE 1, 2011 - MAY 31, 2012

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.



Tuesday, July 24, 2012

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

Mayor Archuleta called the meeting to order at 6:01 p.m. on behalf of the City Council.

PRESENT: Armenta, Camacho, Salcido, Tercero, Archuleta

ABSENT: None

COMMISSIONERS PRESENT:

Esther Celiz, Planning Commission

Paul Gomez, Parks & Recreation Commission

INVOCATION: Councilmember Armenta

PLEDGE OF ALLEGIANCE: Esther Celiz, Planning Commission

SPECIAL PRESENTATIONS:

- Certificates of Appreciation for Brett Kirkpatrick and Pamela Valarde from Bay Cities Containers for providing boxes yearly to the Christmas Baskets Committee were presented
- Proclamation in support of National Night Out accepted by Captain Jim Thornton and Administration Interns Thomas Jimenez and Stacey Yakimowich

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

CONSENT CALENDAR:

1. Minutes:

- Approved City Council and Successor Agency meeting of July 10, 2012
- Received and Filed Parks & Recreation Commission meeting of June 14, 2012

2. **Approved 2nd Warrant Register of the 2012-2013 Fiscal Year.** (700)
Check Numbers: 252639-252845
Special Checks Numbers: 252630-252638

3. **Fiscal Year 2011-2012 Closing Budget Adjustments.** (700)

1. Approved Fiscal Year 2011-12 Budget Adjustments.

4. **2012 Home Investment Partnership Program Grant Application.** (700)

1. Adopted Resolution No. 6694 authorizing the submittal of a grant application to the California Housing and Community Development Department for HOME Investment Partnership Program grant funds.

Resolution No. 6694 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT PARTNERSHIP PROGRAM

5. **Passons Boulevard Underpass Project (CIP No. 20053) – Amendment No. 5 to Professional Services Agreement No. 09-1102 with HDR Engineering.** (500)

1. Approved Amendment No. 5 to Professional Services Agreement No. 09-1102 with HDR Engineering, Inc. (HDR) for an amount not to exceed \$162,099 for additional construction support services in accordance with the scope of work and fee proposal dated July 17, 2012, and authorized the Mayor to execute Amendment No. 5 in a form approved by the City Attorney.

Agreement No. 09-1102-5

6. **Rosemead Boulevard Rehabilitation, Telegraph Road to Washington Boulevard – Notice of Completion.** (500)

1. Accepted as complete, effective July 16, 2012, work performed by All American Asphalt on the Rosemead Blvd. Rehabilitation, Telegraph Rd. to Washington Blvd., CIP No. 21226, Federal Nos. HPLUL 5351(019), DEM

04-5351(020), DEM 03-5351(021) and instructed the City Clerk to file the Notice of Completion with the Los Angeles County Recorder; and

2. Approved Change Orders No. 1, No. 2 and No. 3 and No. 4 for an amount of \$18,055, \$20,268, \$23,439, and \$157,819, respectively, necessary to fund additional project improvements and authorized the Director of Public Works to execute the change orders.

7. Telegraph Road Landscape Median Improvement Project, CIP No. 21232 – Authorization to Advertise for Construction. (500)

1. Approved Plans, Specifications and Estimate (PS&E) for the Telegraph Rd. Median Improvement Project, Passons Blvd. to Rosemead/Lakewood Blvd., CIP No. 21232; Federal Project Nos. HSIPL-5351(022), EA#07-933969L;
2. Authorized the City Clerk to publish the Notice of Inviting Bids;
3. Approved the Notice of Exemption for the subject project and authorized the City Clerk to file with the County Recorder; and
4. Approved Amendment No. 1 to Agreement No. 11-1235 with the city of Downey necessary to fund additional construction improvements within the city of Downey.

Agreement No. 11-1235-1

8. Federal Equitable Sharing Agreement for Asset Forfeiture. (500)

1. Approved a Federal Equitable Sharing Agreement with the United States Department of Justice and the United States Department of Treasury for the disposition of funds forfeited in connection with a crime and authorized the Mayor to execute the Agreement; and
2. Adopted Resolution No. 6695 approving participation in the Federal Equitable Sharing Agreement Program and authorized the execution of related documents.

Resolution No. 6695 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING PARTICIPATION IN THE FEDERAL EQUITABLE SHARING AGREEMENT PROGRAM AND AUTHORIZING THE EXECUTION OF RELATED DOCUMENTS

Agreement No. 12-1327

9. Conflict-of-Interest Code Biennial Review.

(300)

1. Directed the City Clerk's Office to notify City Departments and applicable Agencies to review their Conflict-of-Interest Code pertaining to designated employees to determine if any changes or amendments are necessary.

Motion by Councilmember Armenta, seconded by Councilmember Salcido to approve Consent Calendar items 1 through 9. Motion carries by the following roll call vote:

AYES: Armenta, Camacho, Salcido, Tercero, Archuleta

NOES: None

CONSENT CALENDAR ITEMS PULLED: None.

CITY COUNCIL LEGISLATION: None.

NEW BUSINESS:

Councilmember Armenta commented on 1-800EveryRim located on Beverly Boulevard and how it's the only place where you can purchase full size rims that you can no longer purchase at a junk yard.

OLD BUSINESS:

Councilmember Salcido commented on the City Manager's Weekly Report and the continuous reports of incidents at the El Rodeo Restaurant. He asked that staff and the Sheriff's Department provide a report to Council of the issues at the establishment and that the Sheriff's Department disassociate themselves from the El Rodeo by not holding PRIDE Graduations or firework stands onsite.

Captain Thornton stated that he has been monitoring the issues closely and has spoken to the owners as well as both security companies. He will be holding a meeting next week with all parties and will report on the outcome of that meeting.

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

Maria Segovia, Chamber of Commerce President:

- Addressed the City Council to thank the city for the use of the Parks & Recreation Community Room for their recent Business Seminar and invited the City Council to various upcoming events including the Chamber's week-long celebration the week of September 17 ending with a celebrity golf tournament at the Pico Rivera Golf Course.

Zita Rodriguez:

- Addressed the City Council for clarification on the new Dial-A-Ride services and budget savings.

City Manager Bates stated the overall goal of the new program is to expand the services and lower the cost for the city. Before the new services are put in place, he stated, staff will be meeting with many of the seniors that are involved in these programs explaining all the options available.

Nora Chen, Rivera Library Librarian:

- Addressed the City Council regarding two upcoming events: 1) on July 28 at the temporary library at Pico Park attendees will be able to meet former Dodger Kenny Landreaux, and 2) on August 1 the Rivera Library will be hosting "Dream Big with Ronald McDonald".

Recessed to Closed Session at 6:32 p.m.

ALL MEMBERS WERE PRESENT WITH THE EXCEPTION OF MAYOR PRO TEM CAMACHO

Reconvened from Closed Session at 6:50 p.m.

ALL MEMBERS WERE PRESENT WITH THE EXCEPTION OF MAYOR PRO TEM CAMACHO

CLOSED SESSION:

- a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(a)
Water Replenishment District v. City of Pico Rivera

City Attorney Nichols reported that Council was briefed and action was taken on a 4-0 vote to commence with legal action. All were present with the exception of Mayor Pro Tem Camacho.

ADJOURNMENT:

Mayor Archuleta adjourned the City Council meeting at 6:51 p.m. in memory of former employee Jess Alvarez and long time resident Rosa Bonillas. There being no objection it was so ordered.

AYES: Armenta, Salcido, Tercero, Archuleta

NOES: None

ABSENT: Camacho

Bob J. Archuleta, Mayor

ATTEST:

Anna M. Jerome, Assistant 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 24, 2012 and approved by the City Council on August 14, 2012.

Anna M. Jerome, Assistant City Clerk



Thursday, July 12, 2012

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

PRESENT: John Garcia, William Paul Gomez, Joseph Palombi, Rod Torres

ABSENT: Carlos Cruz

APPROVAL OF MINUTES: A motion was made by Commissioner Garcia and seconded by Commissioner Gomez and carried on roll call vote to approve the Minutes of June 14, 2012.

PUBLIC COMMENTS: None

AGENDA ITEMS:

1. **NEW BUSINESS:** No new business

2. **OLD BUSINESS:**

- a) Update Park Facility Issues – In response to Commissioner Torres' question during last months meeting, as to whether the Mines Ave project was going to increase or decrease the number of parking stalls, Director Aranda clarified that once Smith Park renovation was completed there was going to be a net gain of 17 parking stalls.
- b) President's Committee meeting – Chair Palombi shared with the commission that there was good dialog amongst the league presidents and City staff. It was great to see the support that the City received in regards to the fees associated with the budget. The leagues committed to help the City. Discussed in the meeting was a \$20 per player assessment, in which the leagues were responsible for raising however they see fit. Commissioner Gomez stated that Councilmember Salcido was in attendance and asked of the league presidents and all in attendance to come together and strategize on how to raise \$50,000. Commissioner Garcia asked if this is a one-time or ongoing request. Director Aranda responded that it would be an ongoing request. If and when City is in a better financial state, City Council has the option of reviewing this. Commissioner Garcia shared that he sees the rough economic times continuing for the next 18 months and hopes that the amount the leagues are being asked to raise does not increase. Chair Palombi commented that the league President's should utilize the newly renovated park facilities to fundraise.

Director Aranda clarified a statement made by one of the commissioners regarding the need for ball field lights to light up the parks. It is a requirement, in new park developments, for walkways to have at least one foot candle of light during the

night hours. The renovated parks will have sufficient lighting to achieve this and the parks will not be dependant on the ball field lights for security lighting.

3. DIRECTOR'S REPORT

Upcoming Events –Director Aranda introduced the following upcoming events:

- | | |
|------------------------------|---|
| 1. Movies in the Park | July 21 @ Pico Park &
July 28 @ Rio Hondo Park |
| 2. Senior Coordinating Luau | July 21 @ Senior Center |
| 3. Summer Concerts | July 22 & 29 @ Pico Park |
| 4. Walk On Wednesday (W.O.W) | July 25, 2012 @ City Hall |

Project Updates

1. Rivera Park – Director Aranda is pushing the contractor to finish construction by the end of the month. Playground installation is taking place this week. Most of the hard surfacing is in place. Landscaping is currently being worked on. A main irrigation line is to be installed on next week in front of the buildings. Batting Cages currently have no power due to a cut power line. Ball fields are done. Height of pitching mound was confirmed to be 10 inches high; once in place the height will be verified. Staff are currently working with the contractor to incorporate the foul poles into the fences.
2. Smith Park/Rio Vista Park Bid Award – On Tuesday, July 10, City Council awarded the bid to Acon Development, Inc. Construction at Rio Vista Park is estimated to begin August 1 and Smith Park on August 6. The goal is for construction to be completed by February or March of 2013. Chair Palombi asked if there will be a ground breaking ceremony. Director Aranda stated that he will start looking at the possible dates.

c) Department Information – Director Aranda explained the following:

1. Parks and Recreation Adopted Budget – The department budget passed without any changes to what was proposed. Travel Assistance Fund program for the CYSO's was cut from the City Council budget for 2012-13 fiscal year. Outdoor supervision hours were reduced and programs at community centers have been consolidated due to the decrease in budget monies.
2. Fee Resolution – Council Action – On Tuesday evening, the City Council passed a new fee resolution. Fees were increased in most activities, a resident discount, and transaction fee were also added. Included in the resolution was a section for facility rentals, where the community centers would have been open to the public to rent for private events such as birthday parties,

wedding receptions, and quinceañeras, but City Council did not approve this proposal. A new program that was approved was the rental of picnic cabanas, which will be available for rent to the public for a daily fee. 10% early registration discount has been eliminated for over the counter transactions and will only be offered via our online registration website as an incentive to promote online registration. The installation of Kiosks is planned for the community centers so participants can register when there is no front counter staff available. Also, the CYSO's will now have to show the City proof that they conduct background checks for volunteers. The Parks and Recreation commission will now be part of the community group recognition process and provide a recommendation regarding new groups that apply for recognition.

3. Summer Program Registrations – Summer programs are in full effect. Thus far 2,704 participants have registered and net revenue of \$133,666 has been collected.
4. Parks Make Life Better Month – The Parks Make Life Better Month proclamation was presented last night by the City Council. During the month of July the Parks and Recreation department will be hosting a variety of outdoor activities related to Parks Make Life Better Month.
5. New Vending Machine Covers – Director Aranda provided the commission with a picture of the new vending machine covers, which are part of our Healthy Food Policy program.
6. Rivera Park Ground Opening Lapel pins – Director Aranda provided the commission with a picture of what the lapel pins for the Rivera Park Ground Opening ceremony would look like.

COMMISSIONER'S REPORTS

Gomez - No comments

Garcia:

- Appreciates the reports from Director Aranda, and thanked him for keeping the commission up to date on the department.
- Gave great customer service reviews on the Golf Course staff.
- Asked what the hours of operation were for the batting cages at Rivera Park. Director Aranda responded that they are currently closed due to a power outage that began approximately 2 weeks ago.
- Asked if construction is taking place during the weekends as well at Rivera Park. Director Aranda responded that the contractors are also working on Saturday's. Once Rivera Park construction is complete, there will be some meeting to discuss the final payments.
- Asked if there is set date as to when Rivera Park construction will be completed. Director Aranda stated that there is no set date; contractor has said that it would be completed by the end of this month.

- Asked if the Pico Rivera Dons Football for Youth league be practicing at Rivera Park. Director Aranda responded that yes they will once the renovation is completed. Dons will be at Rivera School for the first 3 weeks and then they will transfer over to Rivera Park.

- Palombi:**
- Attended the 4th of July event and stated he was really impressed with fireworks show and he thought it was better than last year.
 - He added that it would be a great idea to allow CYSO's to have a booth and fundraise at next year's 4th of July event.
 - Asked who is responsible for the maintenance and up keep of Rivera School while the Pico Rivera Dons Football for Youth league is utilizing the fields? Director Aranda responded that the El Rancho Unified School District is solely responsible for the maintenance.

- Torres:**
- Didn't agree with the \$4 fee per ride at the 4th of July Spectacular. He felt it was too high of a fee to charge riders for a 30 second ride. Director Aranda stated that unfortunately the amusement company sets the fees for the rides. But the City does get a percentage of the profit made by the tickets sales.

- Cruz:**
- Absent

ANNOUNCEMENTS – None

ADJOURNMENT:

The Parks & Recreation Commission meeting was adjourned at 6:50 p.m. There being no objection it was so ordered.



Joseph Palombi, Chair
Parks & Recreation Commission



Ralph Aranda, Secretary
Director of Parks & Recreation

3rd WARRANT REGISTER OF THE 2012-2013 FISCAL YEAR

MEETING DATE: 08/14/12

TOTAL REGISTER AMOUNT: \$2,684,463.65

CHECK NUMBERS: 252846-252984
252988-253102

SPECIAL CHECK NUMBERS: 252985-252987

REGULAR CHECK TOTAL: \$2,599,653.49

SPECIAL CHECK TOTAL: \$84,810.16

TOTAL REGISTER AMOUNT: \$2,684,463.65

PAYROLL REGISTER P/P 07/13/12 - 07/27/12

Pay Date: 08/02/12

VOID ACH CKS

VOID CKS

Scrap:

- 376520
- 376522
- 376524
- 376530
- 376532
- 376605

SPECIAL CKS

376521 - 376531 11,408.70

11,408.70

CKS

376533 - 376604 57,771.81

57,771.81

ACH

376606 - 376802 259,379.50

259,379.50

TOTAL

328,560.01



To: Mayor and City Council
From: City Manager
Meeting Date: August 14, 2012
Subject: DESIGNATION OF VOTING DELEGATE

Recommendation:

Appoint Brent A. Tercero as voting delegate and Gustavo V. Camacho as alternate for the 2012 Annual League of California Cities Conference.

Fiscal Impact:

None.

Discussion:

The League of California Cities (LOCC) Annual Conference is scheduled for September 5-7, 2012 in San Diego. 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.


Ronald Bates

RB:sp



To: Mayor and City Council

From: City Manager

Meeting Date: August 14, 2012

Subject: APPROVAL OF FUNDING TO EXTEND SHUTTLE SERVICES FOR PASSONS BOULEVARD UNDERPASS PROJECT AND AWARD SERVICE AGREEMENT FOR DEMAND RESPONSE (DIAL-A-VAN) SERVICE

Recommendation:

- 1) Appropriate an additional \$35,000 for Southland Transit Inc. (STI) to continue shuttle services through completion of the Passons Boulevard Underpass Project.
- 2) Award service agreement with STI to continue operation and maintenance of City demand response (Dial-A-Van) service.

Fiscal Impact: \$35,000 from Traffic Congestion Relief Program - State Grant Funds CIP Account No. 210-7300-44500-00020053 for shuttle service.
\$337,500 in Proposition A Transportation Funds for Dial-A-Van service.

Discussion:

As part of the construction of the Passons Boulevard Underpass Project, the shuttle service was established to mitigate impacts to pedestrian traffic caused by the temporary closure of Passons Boulevard.

On April 23, 2011, City Council awarded a contract to STI in the amount of \$124,000 to provide shuttle services for the 12-month duration of the roadway closure. In April 2012, a change order in the amount of \$29,900 was processed administratively to continue with the shuttle services with an anticipated re-opening of the roadway in July 2012. Due to construction delays, the estimated re-opening date has been delayed, thus additional shuttle services are necessary. The requested \$35,000 will fund the shuttle services through October 2012 at an average monthly rate of \$11,500.

APPROVAL OF FUNDING TO EXTEND SHUTTLE SERVICES FOR PASSONS BOULEVARD UNDERPASS PROJECT AND AWARD SERVICE AGREEMENT FOR DEMAND RESPONSE (DIAL-A-VAN) SERVICE

Page 2 of 2

Shuttle services are essential to providing pedestrians, especially the elderly and school aged children, a safe and efficient detour around the construction site. Since the closure of Passons Boulevard, the shuttle has been in service daily from 7:00 AM to 9:00 AM and from 2:00 PM to 4:00 PM at no cost to the general fund (see Attachment 1 for the transit route).

In addition to the community shuttle service, the City provides Dial-A-Van transit services to seniors (50+) and individuals with disabilities within the City and to approved medical facilities inside and outside the City.

On April 26, 2012 the City Council considered four proposals to a recently prepared transit service RFP for Demand Response (Dial-A-Van) transit services. As a result of a last minute misunderstanding with staff's recommended contractor, Council directed staff to request updated cost proposals by the original contractors for Demand Response (Dial-A-Van) service.

After review of the resubmitted proposals (cost comparison – Attachment 2), staff recommends Council award the service agreement to STI to provide demand response services for the City's Dial-A-Van service.

STI, at \$49.99 per service hour, was the lowest responsible bidder for the Dial-A-Van service and would be able to continue uninterrupted operations to our community. Upon further negotiations with STI, a subsequent proposal for use of three of the current vans would result in a hourly rate of \$46.89 or \$20,929 in annual savings. Staff further recommends the use of three current vans and apply the savings to either additional taxi trips or subsequent implementation of a fixed route system.

If approved, the modified Dial-A-Van program will result in the operation of three (3) of the current passenger vans, augmented with the recently approved Dial-A-Taxi service.

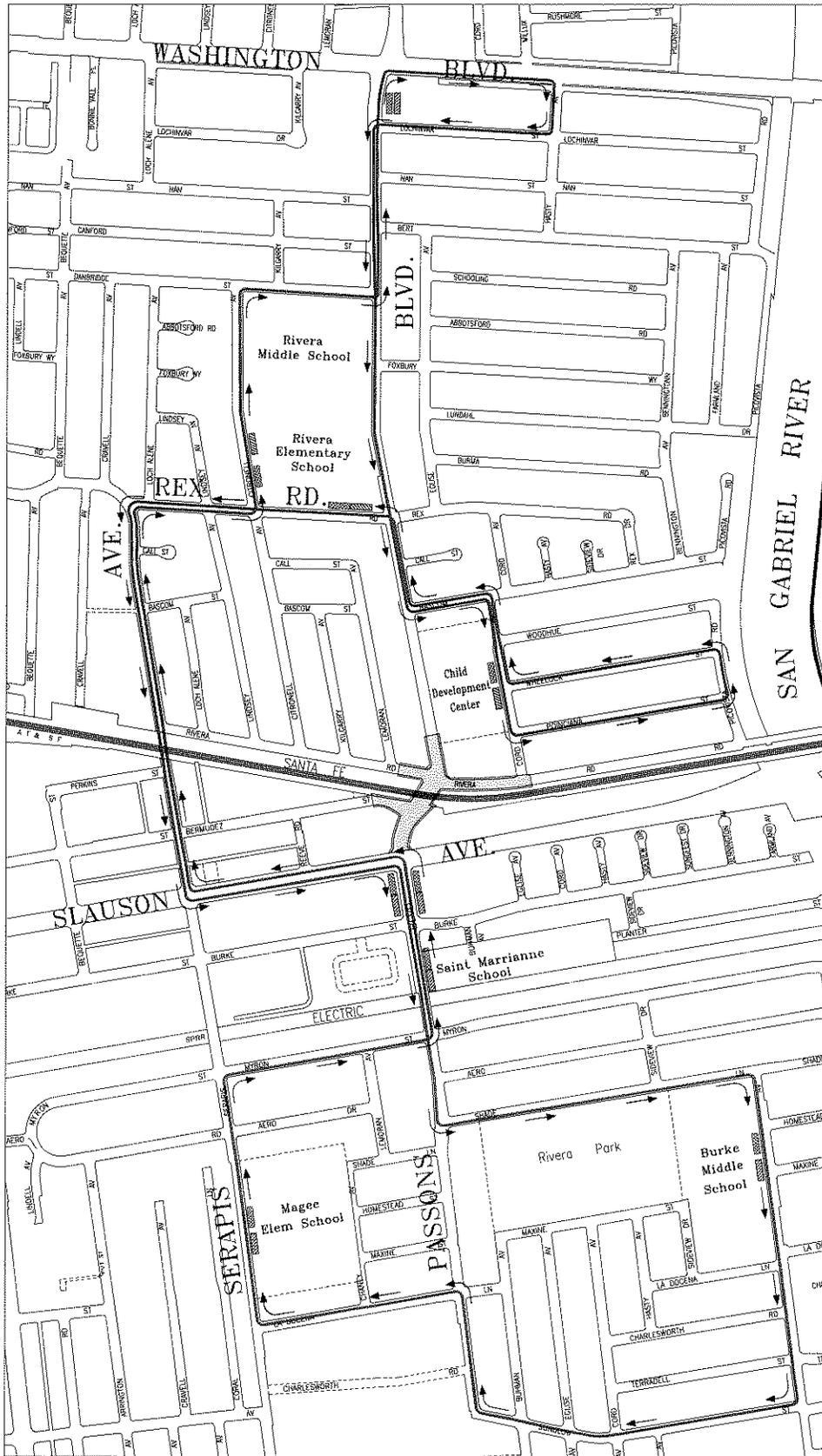


Ronald Bates

RB:RC:sp

- Attachments:
- 1) Shuttle Detour Route
 - 2) Cost Comparison
 - 3) Agreement

PUBLIC TRANSIT SHUTTLE DETOUR ROUTE



LEGEND:

-  CONSTRUCTION ZONE FOR PASSONS BLVD.
-  PICKUP AREA
-  DROP OFF AREA

DATE: 04-13-11

SHUTTLE SCHEDULE

MORNING HOURS: 7 A.M. TO 9 A.M.
 AFTERNOON HOURS: 2 P.M. TO 4 P.M.



Attachment "2"
City of Pico Rivera
Transit Services Contract Cost Comparison
Demand Response

Company	Cost Proposal Cost Per Service Hour	*Total Annual Cost	# Specifications (number of vans required)
Southland Transit Office: El Monte	Dial -A-Van: \$49.99	\$337,439	(3) New 9 passenger vans
Empire Transit Office: Bellflower	Dial -A-Van: \$62.46	\$421,574	(3) New 22 passenger vans
Parking Company of America Office: Downey	Dial-A-Van \$54.59	\$368,428	(3) New 9 passenger vans
First Transit Office: Cincinnati, OH	Dial -A-Van: \$59.23	\$399,803	(3) New 14 passenger vans

* Annual cost estimates are based on calculated service hours: Demand Response (6,750)
RFP required at least 8 passenger vans

AGREEMENT NO. _____

This AGREEMENT is entered into this day of August 14, 2012, by and between the CITY OF PICO RIVERA, a Municipal Corporation, hereinafter referred to as "CITY" and SOUTHLAND TRANSIT INC., hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, CITY has determined that it wishes to provide transportation for elderly and disabled residents; and

WHEREAS, CONTRACTOR has demonstrated to CITY that it meets all of the qualifications to provide the required service.

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. SCOPE OF WORK. CONTRACTOR shall perform the work described briefly as follows: Provide transportation for elderly and disabled residents within the Jurisdictional boundaries of CITY and within a three-mile radius of Pico Rivera City Hall, located at 6615 Passons Boulevard, Pico Rivera, California. Additional services are further described in the Scope of Services identified in Exhibit "A" attached hereto and incorporated by reference as though fully set forth herein.

2. CONTRACT DOCUMENTS. The complete Agreement consists of the following documents: this Agreement and Scope of Services, attached hereto as Exhibit "A."

All rights and obligations of CITY and CONTRACTOR are fully set forth and described in the Contract Documents.

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

4. INDEPENDENT CONTRACTOR. CONTRACTOR'S relationship to CITY in performance of this Agreement is that of an independent contractor. The personnel performing services under this Agreement shall at all times be under CONTRACTOR'S exclusive direction and control and shall be employees of CONTRACTOR and not employees of CITY.

5. TIME OF PERFORMANCE. CONTRACTOR shall, upon receipt of CITY's notice to proceed, perform all work necessary to complete, in a manner satisfactory to CITY, the services required in this Agreement.

6. INSPECTION OF RECORDS. CONTRACTOR shall provide CITY and the County of Los Angeles, such access to CONTRACTOR'S books, records and facilities as are connected with the performance of this Agreement, as such parties deem necessary to examine, audit and inspect. CONTRACTOR shall maintain such books, records, data and documents based on generally accepted accounting principles, and shall clearly identify and make such items readily accessible to the CITY, but in no case shall access take more than four (4) business days.

7. DATA. CONTRACTOR agrees that all data, including but not limited to, records required to be furnished by this Agreement, together with any other information furnished orally, shall be free from proprietary restrictions. CONTRACTOR further agrees all such data is owned by CITY and CONTRACTOR shall have no interest or claim thereto.

8. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee, or applicant for employment, because of race, religion, color, sex or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during this employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer,

recruitment or recruitment advertising, layoff, or termination, rates of pay, or other forms of compensation, and selection for training.

9. TERM OF AGREEMENT. This Agreement shall be effective on July 1, 2012, and shall continue in full force and effect through and including June 30, 2015, unless earlier terminated as herein provided. CITY reserves the right to extend this contract beyond June 30, 2015, on terms mutually agreed to by CITY and CONTRACTOR.

10. INTERRUPTION OF SERVICE. The parties to this Agreement shall be excused from performance hereunder during the time and to the extent they are prevented from obtaining or performing the service by act of fire, strike, lock-out, lack of fuel availability, commandeering of material products, plants, or facilities by the government, or act of omission by the other party, when satisfactory evidence thereof is presented to the other party, and provided further that such nonperformance is not due to the fault or neglect of the party non-performing.

11. EQUIPMENT AND PERSONNEL. CONTRACTOR shall provide all necessary personnel, vehicles and other equipment necessary for the satisfactory performance of the services called for in this Agreement.

12. CONTRACT PRICE. CITY shall pay CONTRACTOR Forty Six Dollars and Eighty Nine Cents (\$46.89) per service hour. Contractor may request an increase rates, and are subject to written approval by the CITY.

13. MAXIMUM OBLIGATION. Notwithstanding any provisions of this Agreement to the contrary, CITY and CONTRACTOR mutually agree CITY's maximum obligation is limited to such funds as CITY received from revenue generated by Proposition A, as approved by Los Angeles County voters and as are authorized by the Pico Rivera City Council to be allocated to this Agreement, including amounts payable to CONTRACTOR for its subcontracts,

leases, materials, and costs arising from or due to termination of this Agreement. CITY reserves the right to terminate this Agreement due to any discontinuance of Proposition A funds.

14. NOTICES. Notices sent to CONTRACTOR shall be addressed to:

Scott Transue
General Manager
Southland Transit Inc.
3650 Rockwell Avenue
El Monte, CA 91731

Notices sent to CITY shall be addressed to:

Ronald Bates
City Manager
City of Pico Rivera
P.O. Box 1016
Pico Rivera, California 90660-1016

15. INDEMNIFICATION.

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

(b) To the full extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend CITY, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any of its officers, employees, servants,

agents, or subCONTRACTORs in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

(c) CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR's failure to pay CITY promptly any indemnification arising under this Section.

15. GENERAL PROVISIONS.

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

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

be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

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

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

CONTRACTOR

CITY
CITY OF PICO RIVERA

By _____
Scott Transue, General Manager

By _____
Bob J. Archuleta, Mayor

APPROVED AS TO FORM:

ATTEST:

Arnold Alvarez-Glasman, City Attorney

Anna M. Jerome, Assistant City Clerk

EXHIBIT "A"
SCOPE OF SERVICES
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SCOPE OF SERVICES

I. INTRODUCTORY STATEMENT

The City of Pico Rivera (“CITY”) wishes to provide, by contract with a privately owned transit company, a dial-a-ride system service at service hours and levels designated by CITY.

The service shall provide for travel by elderly residents within the jurisdictional boundaries of the City of Pico Rivera or within a three (3) mile radius of Pico Rivera City Hall, located at 6615 Passons Boulevard, Pico Rivera, California.

In addition to any other location within the three mile radius stated above, transportation service will be provided at the following locations:

- Whittier Dialysis Center, 10155 S. Colima Road, Whittier
- Rio Hondo Community College, 3600 Workman Mill Road, Whittier
- Rancho Los Amigos Medical Center, 7601 E. Imperial Hwy., Downey
- Kaiser Foundation Hospital, 9400 E. Rosecrans, Bellflower
- Medical Offices, Gerhardt and Beverly Boulevard, East Los Angeles
- Dept. of Public Social Services, 5445 Whittier Blvd. East Los Angeles

Trips outside City boundaries are only for the purposes of medical care, therapy, social service appointments and educational trips. The service shall initially be operated using a minimum of three (3) paratransit vans. All of the three vans shall be wheelchair lift equipped with a minimum of one wheelchair tie-down. Service hours shall be as follows:

HOURS OF OPERATION

Monday – Friday 7:00 AM – 11:00 AM and 12:00 PM – 4:00 PM (3 Vans)

Saturday 8:00 AM – 12:00 PM (2 vans)

Sunday 8:00 AM – 12:00 PM (1 van)

CITY reserves the right to make schedule changes as are deemed necessary. CITY reserves the right to reduce the number of vans.

II. DEFINITION OF TERMS

Whenever in the contract documents the following terms, or pronouns in place of them, or abbreviations are used, the intent and meaning shall be interpreted as follows:

(a) “Agreement” is defined as the terms, conditions and other specifications in this document and support materials provided by the CONTRACTOR which have been accepted by CITY.

(b) “Contract” is used synonymously with the term “Agreement”.

- (c) "CONTRACTOR" means Southland Transit Inc.
- (d) "CITY" means City of Pico Rivera, California and its designated representatives.
- (e) "He" and "His" are terms frequently used as a pronoun for "CONTRACTOR", and is not intended to define the gender of the CONTRACTOR.

III. PERIOD OF CONTRACT

(a) The CONTRACTOR shall provide the services outlined in these specifications for the period between July 1, 2012 through and including June 30, 2015, unless sooner terminated in accordance with provisions of this Scope of Services.

(b) CITY reserves the right to extend this contract beyond June 30, 2015 on terms mutually agreed to by CITY and CONTRACTOR.

IV. SERVICE

(a) Van service shall be provided daily by CONTRACTOR except for holidays as designated by CITY. A detailed schedule of such non-service days will be provided to CONTRACTOR as soon as feasible. Service and/or run is defined as the time a van is available to pick up passengers in the City until the van goes out of service. Deadheading (defined as time when vans are in transit but are not available to pick up passengers) and storage do not constitute service.

(b) The following shall be determined by CITY:

- (1) Times of day service is rendered and number of vans;
- (2) Area of Service Coverage;
- (3) Qualifications for passengers who may ride the vans.

(c) CONTRACTOR shall make every reasonable effort to ensure that the same driver and van will operate on the same schedule from day to day.

V. ELIGIBLE CLIENTS

The CITY initially designates eligible clients as: Residents of Pico Rivera over the age of fifty (50) who present a California Driver's License, a California Senior Citizens Identification Card or a Medicare Identification Card. All clients must be pre-registered and approved by the CITY in advance.

VI. TRIP SCHEDULING AND DISPATCH

CONTRACTOR will be required to take reservations from eligible clients on a phone system which shall have a local telephone number. CONTRACTOR shall staff this phone system from one (1) hour before the service day to the end of the service day. In addition, CONTRACTOR shall provide a service or answering machine during non-business hours until at least 10:00 p.m. CONTRACTOR shall, whenever possible, attempt to guarantee rides to individuals who request service at least four (4) hours in advance. Individuals who request

service less than four (4) hours in advance should be accommodated whenever possible. If CONTRACTOR will be delayed in picking up a scheduled passenger by thirty (30) minutes or more, CONTRACTOR is required to telephone that passenger and inform him/her of the delay and provide an approximate time of arrival.

VII. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

(a) CONTRACTOR shall furnish drivers who are at all times:

(1) Legally licensed to operate a passenger vehicle in the State of California (Class B license).

(2) Alert, careful, courteous, and competent in their driving habits.

(3) Courteous and friendly toward all passengers.

(4) Neat and clean in appearance, and in uniform.

(b) Drivers shall, when requested by CITY, issue notices to passengers or otherwise render assistance in CITY's monitoring and supervising operations.

(c) Drivers shall not accept tips or other forms of gratuities. The CONTRACTOR shall provide disciplinary procedures for employee violations of this policy.

(d) CONTRACTOR shall provide CITY with Trip Reports on which drivers shall record passenger boarding for each stop on each run. This information will be necessary to determine which adjustments, if any, have to be made to the services provided. It is imperative, therefore, that drivers fulfill this requirement in an accurate and responsible manner. Drivers shall, at all times, be and remain the sole employees of CONTRACTOR, and CONTRACTOR shall be solely responsible for payment of all drivers' wages and employee benefits. CONTRACTOR, without any costs or expense to CITY, shall faithfully comply with the requirements of all applicable State and Federal enactments with respect to employer's liability, worker's compensation, unemployment insurance and other forms of Social Security, and also with respect to withholding of income tax at its source from wages of said driver or drivers, and shall indemnify and hold harmless CITY from and against any and all liability, damages, claims, costs and expenses of whatever nature arising from alleged violation of such enactments or from any claims of subrogation provided for in such enactments or otherwise.

VIII. EQUIPMENT

(a) CONTRACTOR shall provide reliable service using modern, safe and well-maintained equipment at all times.

(b) All vehicles shall have at least nine (9) seats, including a minimum of one wheelchair tie-down and lift in all vans. All equipment shall meet all applicable laws and codes for operating as a paratransit vehicle on public streets in the State of California.

(c) CONTRACTOR, at its sole cost and expense, shall provide all fuel, lubricants, repairs, parts and supplies required for the operation of vans.

(d) All components of the vehicle body, appurtenances, and frame shall be sound and undamaged.

(e) All mechanical, electrical and hydraulic systems, whether attached to or part of the vehicle shall be maintained in proper working condition at all times.

(f) The vehicles should be accessible to the elderly and handicapped and all vans shall be equipped with wheelchair lift and tie-down.

(g) The interior passenger compartment shall be free of exhaust fumes from the engine compartment of the vehicle.

(h) Heating and air conditioning shall be available and used to ensure that the passenger compartment is comfortably maintained under all climatic conditions on all service runs.

(i) Vehicles shall be provided with comfortable, cushioned seats for all passengers. All seats must be equipped with functioning seat belts.

(j) Lighting, properly aligned and of sufficient intensity for easy reading, shall be available for passenger use on all vehicles.

(k) All equipment shall be cleaned throughout, both inside and out, prior to each day van will be in service. Vehicle exteriors shall be washed a minimum of three (3) times a week and after every rain. Van interiors shall be swept prior to each service day. Windows shall be washed and floors mopped (or vacuumed, if carpeted) a minimum of two (2) times a week.

(l) Vans must be equipped with a two-way radio system capable of communicating between CITY service area and the operations/maintenance base of CONTRACTOR. The radio equipment is to be available for normal dispatching as well as emergency situations (such as accidents and mechanical breakdowns) enabling the CONTRACTOR to immediately dispatch substitute vans and/or police, fire or medical help.

IX. MAINTENANCE AND INSPECTIONS

(a) Records of all maintenance and inspections shall be kept and made available to CITY or California Highway Patrol personnel when required.

(b) CITY reserves the right to inspect, examine, and test, at any reasonable time, any equipment used in performance of the work in order to assure compliance with these specifications. CONTRACTOR may be required to transport the vehicles, at CONTRACTOR's expense, to CITY's designated inspection facilities.

(c) In the event CONTRACTOR is instructed by CITY or any regulatory agency to remove any equipment from service due to mechanical reasons or failure to comply with the specifications and conditions in this document, CONTRACTOR shall make any and all specified corrections and repairs to the equipment and resubmit it for reinspection and testing before it may be further utilized in service.

X. LIABILITY INSURANCE REQUIREMENTS

CONTRACTOR shall submit to CITY, prior to commencement of service, certificates of the insurance companies as to the particulars of the insurance coverage referred to herein. Such certificates shall name CITY, its officers, employees, and agents as an additional insured and contain a provision that such insurance will not be canceled, nor any change whatsoever made in the policies, except upon not less than thirty (30) days prior written notice thereof to CITY, mailed by registered mail, with postage prepaid.

(a) Liability CONTRACTOR assumes the entire responsibility and liability for losses, expenses, damages, demands, and claims in connection with, or arising out of, any injury or alleged injury including death to person or persons, or damages or alleged damages to property, sustained, or alleged to have been sustained, in connection with performance of the service under this Contract by CONTRACTOR, its agents, servants, and employees. CONTRACTOR shall hold harmless, indemnify and defend CITY, its agents, servants and employees from any and all claims, actions, losses, expenses and damages, including attorneys' fees, arising out of CONTRACTOR's performance of this Agreement.

(b) Comprehensive General Liability Including coverage for passengers shall consist of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) per claimant.

(c) Automobile Liability shall consist of not less than Five Million Dollars (\$5,000,000) per occurrence.

(d) Workers Compensation insurance as required by the State of California.

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

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

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

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

XI. LICENSE FEES, TAXES AND PERMITS

CONTRACTOR shall have the sole obligation to pay all license fees, assessments and taxes, including, but not limited to use, sales, property, City business license tax or other taxes, plus applicable penalties and interest which may be imposed upon a CONTRACTOR by any governmental agency as a result of the operation of the equipment that is the subject of this Contract.

XII. CHARGES FOR SERVICE

“Service Hours” are calculated from the time a van is available to pick up passengers in the City until the van goes out of service. Travel time to and from the storage yard of the CONTRACTOR shall not be considered in calculating service hours. Whenever a van is scheduled to be in operation for more than four (4) hours, a thirty (30) minute lunch period will be provided to the driver by CONTRACTOR. Lunch periods shall not be considered in calculating service hours.

XIII. PAYMENTS

(a) Payment for service shall be established in the form of a purchase order agreement between CITY and CONTRACTOR once an award of contract has been made and all compliance documents have been submitted prior to commencement of service.

(b) CONTRACTOR shall invoice CITY on a monthly basis for services rendered. Said invoice shall be issued after service for the month has been completed, and shall be in the format and contain information as noted in the Purchase Order for this Contract. The invoice must be received by CITY no later than the fifth (5th) calendar day of the following month. CITY shall issue payment on the invoice no later than thirty (30) calendar days after receipt of the invoice, subject to adjustments caused by Assessments of Liquidated Damages Provisions (of which are contained in Article XIV of these specifications).

XIV. ASSESSMENT OF LIQUIDATED DAMAGES

In providing service to CITY, CONTRACTOR shall maintain strict adherence to the schedules. All service runs shall be made. Moreover, if a service run is not provided strictly in accordance with the set schedule, or if a service run is interrupted due to equipment failure or for any other reason within the control of CONTRACTOR, damages will be assessed by CITY against CONTRACTOR.

Moreover, as it is, or will be, impractical to determine the actual amount of such damages, it is agreed that in the event a service run picks up a scheduled passenger more than sixty (60) minutes after scheduled time, or in the event a scheduled passenger pick up is not made or completed, CONTRACTOR shall, in each case, pay to CITY as liquidated damages, Two Hundred Dollars (\$200) per event. Said sums owed to CITY as liquidated damages according to the above provisions and conditions may be either paid directly to CITY, or deducted from payments otherwise due to CONTRACTOR by CITY. The form of payment is at the option of CITY. If a non-conformance to a schedule is determined by CITY to have been caused by abnormal traffic conditions or other conditions not within the control of CONTRACTOR, the above provisions may be waived by CITY.

XV. TERMINATION OR SUSPENSION OF CONTRACT FOR CAUSE

CITY shall have the right to terminate this Agreement for the following bases in this Section on five (5) calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of

termination. All CITY data, documents, objects, materials or other tangible things shall be returned to CITY upon the termination or expiration of this Agreement.

Termination of this contract under conditions (A) through (E), above, shall be considered "for cause", and CONTRACTOR may not claim any damages against CITY for the termination notice. In addition, CITY reserves the right to withhold payment to CONTRACTOR, suspend the Contract, and/or provide substitute service with all charges in excess of contract rates thereof to be paid by CONTRACTOR, in the event CONTRACTOR fails to meet any of the specifications with regard to vehicle or service quality as described under the bid documents, until such time as CITY determines that CONTRACTOR has satisfactorily corrected any such deficiencies. Such suspension shall be considered "for cause", and CONTRACTOR may not claim any damages against CITY for such suspension action.

The following are bases for termination of contract by CITY:

- (A) Bankruptcy of CONTRACTOR or assignment by it for the benefit of its creditors.
- (B) Failure or refusal of CONTRACTOR (after thirty (30) day written notice from the CITY) to perform the service specified herein in a satisfactory manner.
- (C) Failure or refusal of CONTRACTOR to comply with the instructions of CITY or with applicable Federal, State and local governing laws or codes; CONTRACTOR is to be particularly aware of the State of California Administrative Code, Title 13, Motor Vehicles, published by State of California, Office of Administrative Procedure, Department of General Services, and Title II of the Americans with Disabilities Act.
- (D) CONTRACTOR shall notify CITY within twenty-four (24) hours if it has received an unsatisfactory rating from the California Highway Patrol or any other government entity. Failure of CONTRACTOR to receive a "satisfactory" rating after a CHP inspection may result in a suspension of this contract by CITY. Within thirty (30) days of receipt of an "unsatisfactory" rating, CONTRACTOR must provide evidence that its maintenance facilities and fleet have been reinspected and have received a "satisfactory" rating. Failure to receive a "satisfactory" rating within said thirty (30) days, or failure to notify CITY of an "unsatisfactory" rating, may be cause for termination of this Contract.
- (E) Failure by CONTRACTOR to perform any of its obligations hereunder shall not constitute a breach of this Agreement if such failure is caused by an act of God or by a strike of employees of CONTRACTOR which causes a cessation or interruption of service; provided that, if CONTRACTOR is excused from performing its obligations hereunder for either of the foregoing reasons for a period of thirty (30) days or longer, CITY shall have the right to immediately terminate this Contract.
- (F) The CITY shall have the option to terminate this contract if Proposition A sales tax funding is eliminated or substantially reduced.

XVI. SUSPENSION OR CANCELLATION WITH ADEQUATE NOTICE BY CITY

If at any time prior to the expiration of this contract, CITY considers it impractical or undesirable to continue performance of the work or any portion thereof (whether or not for reasons for which either party is responsible), CITY shall have the authority to cancel or to suspend the performance after thirty (30) days notice until such time as it may determine it feasible or desirable to proceed.

XVII. MISCELLANEOUS PROVISIONS

(a) Vans used for this service shall have the legend "CITY OF PICO RIVERA DIAL-A-RIDE" and CONTRACTOR's telephone number affixed to each side and to the rear of the vehicle.

(b) This Agreement is made in reliance upon the qualifications and responsibility of CONTRACTOR, and, therefore, CONTRACTOR shall not assign or transfer this Contract, any part thereof, or any monies due or to become due under this Contract, without written consent of CITY. It shall in no way be construed that any contract to be awarded hereby is, or shall be, the sole or exclusive contract for bus service into which CITY may enter during the period of duration set forth in and these documents.

(c) All disputes relative to this contract shall be settled in accordance with the laws of the State of California. Pending a final resolution of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of the order and in accordance with CITY's decision.

(d) CONTRACTOR shall make every attempt to recruit the personnel engaged in the operation of this service from the City of Pico Rivera.



To: Mayor and City Council

From: City Manager

Meeting Date: August 14, 2012

Subject: INSTALLATION OF TRAFFIC CONTROL DEVICES –
CONGESTION RELIEF AND TRAFFIC SAFETY

Recommendation: Receive and file.

Fiscal Impact: \$7,400 (General Fund, Public Works Operating Budget)

Discussion:

On May 24, 2011, the City Council approved a Resolution giving the City Manager the authority to approve the installation of traffic control devices based upon the results of traffic studies. Pursuant to the Resolution, staff is required to notify the City Council of changes to traffic control devices when they are made.

In the recent past, the Public Works Department received requests to consider new traffic control devices to resolve traffic issues at various locations in the City. Technical Staff has completed the evaluations and necessary traffic studies. The findings were that additional traffic control devices were warranted. Following the approval of the City Manager and City Engineer, the traffic control devices were installed. The following is a summary of the changes made.

Rosemead Boulevard at Telegraph Road

Staff received a request to evaluate the possibility of restricting parking on the west side of Rosemead Boulevard, just north of Telegraph Road. Frequently, large commercial vehicles park along this curb, close to the intersection during peak hours. This makes it difficult for southbound motorists making right turn movements onto westbound Telegraph Road during peak hours, and causes congestion for motorists that continue southbound through the intersection. Staff prepared a traffic study to evaluate this issue.

Per Pico Rivera Municipal Code 10.40.090A, no person shall park within 100 feet of an intersection. To improve the traffic circulation for southbound traffic during peak hours, and in combination with an existing driveway, staff installed 75 feet of red curb on the west side of Rosemead Boulevard, just north of Telegraph Road. Two on-street parking spaces were eliminated.

Beverly Boulevard at Deland Avenue

Staff received a request to evaluate concerns of traffic safety, speeding, left and U-turn restrictions, as well as illegal parking on the north frontage road at Beverly Boulevard and Deland Avenue. Staff prepared a traffic study to evaluate these issues.

During the field investigation, staff observed westbound Beverly Boulevard vehicles making illegal left turn and U-turn movements onto southbound Deland Avenue where a left-turn bay was not provided. This causes congestion for those motorists continuing through the intersection. At the Deland Avenue/frontage road intersection, vehicles are parked along the curbs within the intersection. This situation creates an unsafe condition for motorists traveling on Deland Avenue and the frontage road since sight visibility is compromised. Additionally, a recently completed speed survey shows that, on average, motorists are traveling on Deland Avenue at speeds higher than the existing prima fascia speed limit.

To enhance traffic safety, staff installed signs on the existing medians restricting left and u-turn movements for westbound Beverly Boulevard motorists. Red curb was installed at the Deland Avenue/frontage road intersection per standards in the California Manual on Uniform Traffic Control Devices to enhance the sight visibility when traveling on Deland Avenue. Speed limit signs were also installed on Deland Avenue to bring awareness to the posted speed limit. Two on-street parking spaces were eliminated.

Washington Boulevard at Millux Avenue and Washington Boulevard at Hasty Avenue

Staff received a request to evaluate the safety conditions at the frontage roads at Washington Boulevard and Millux Avenue, and at Washington Boulevard and Hasty Avenue. A major concern is motorists have been observed making right-turn movements from Millux Avenue and Hasty Avenue onto Washington Boulevard, and then proceed to make U-turn movements from within the existing two-way left turn lane in the middle of Washington Boulevard.

While the U-turns are legal, it creates an unsafe condition, since motorists traveling in the opposite direction do not expect to encounter mid-block U-turn movements. Staff also noticed that motorist confusion when approaching Washington Boulevard from Millux Avenue or Hasty Avenue, since the existing frontage roads do not have any stop controls at the east and west approaches. The existing pavement markings do not clearly identify the travel lanes on Millux Avenue or Hasty Avenue.

INSTALLATION OF TRAFFIC CONTROL DEVICES – CONGESTION RELIEF AND TRAFFIC SAFETY

Page 3 of 3

To enhance traffic safety along Washington Boulevard and to prohibit left turn and U-turn movements from Millux Avenue and Hasty Avenue to Washington Boulevard, staff re-striped the center lane with a painted median (double yellow) striping in addition to placement of 100 feet of dome raised markers. Additional signage indicating turning movement restrictions were placed on the median. Installation of stop signs on the frontage roads that run parallel to Washington Boulevard at Millux Avenue and Hasty Avenue were installed to establish vehicular rights-of-way. Existing conflicting striping was also removed from the intersections.

The total cost for the installation of striping and signage for all of the items above was \$7,400. This included engineering (\$2000), labor (\$2,100) and materials (\$3,300). Additional technical information can be found in the attached documents.



Ronald Bates

RRB:AC:RG:JL:lg

Enc.

- 1) Traffic Analysis - Rosemead Boulevard at Telegraph Road
- 2) Traffic Analysis - Beverly Boulevard at Deland Avenue
- 3) Traffic Analysis - Washington Boulevard at Millux Avenue and Washington Boulevard at Hasty Avenue

CITY OF PICO RIVERA
MEMORANDUM

Date: July 30, 2012
To: City Manager
From: Director of Public Works/City Engineer
Subject: TRAFFIC ANALYSIS FOR PARKING RESTRICTION ON ROSEMEAD BOULEVARD NORTH OF TELEGRAPH ROAD

Staff received a request from Council to evaluate the possibility of adding parking restrictions on the west side of Rosemead Boulevard, north of Telegraph Road. Frequently, large commercial vehicles are parked along this curb close to the intersection during peak hours. This makes it difficult for southbound motorists making right turn movements onto westbound Telegraph Road, and causes congestion for motorists that continue southbound through the intersection. Figure 1 presents a vicinity map of the area.

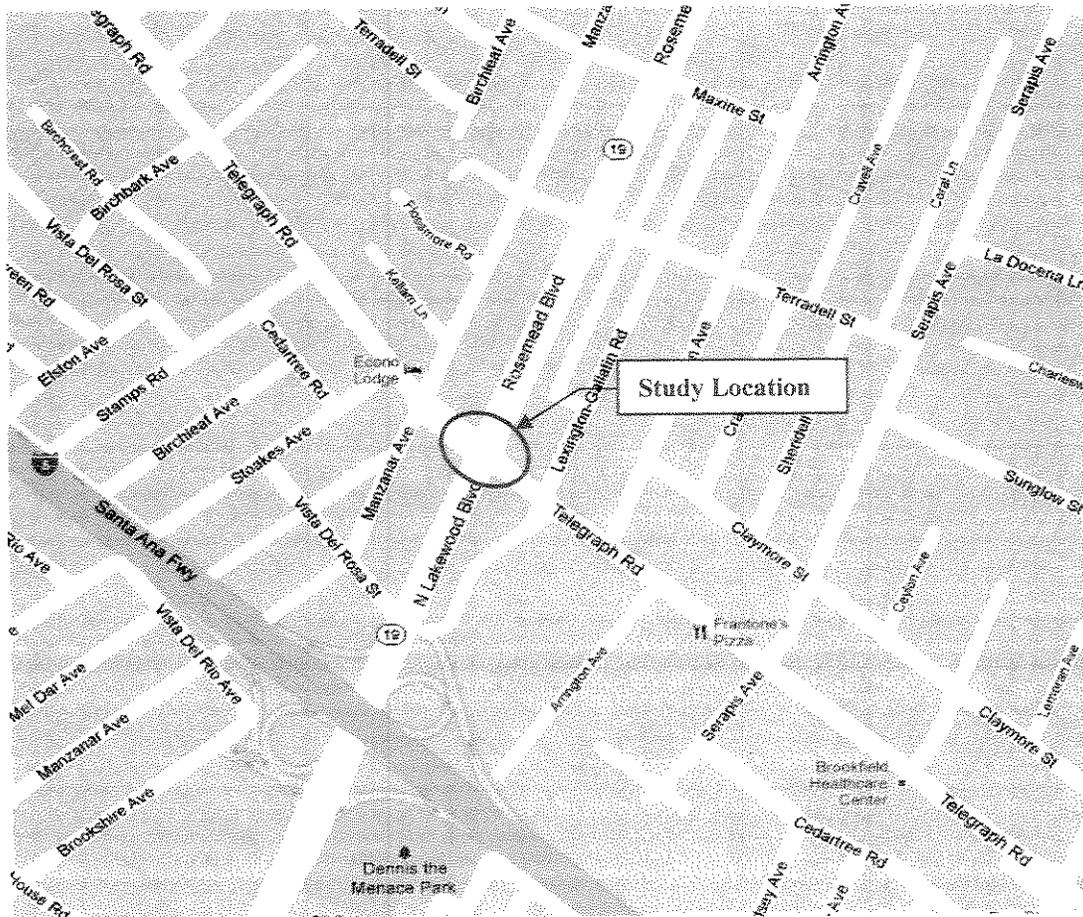


Figure 1: Vicinity Map

Memo to City Manager

TRAFFIC ANALYSIS FOR PARKING RESTRICTION OF LARGE VEHICLE ON ROSEMEAD
BOULEVARD NORTH OF TELEGRAPH ROAD

Page 2 of 2

Background

Rosemead Boulevard is a north/south major arterial with a curb-to-curb width of 84 feet. The arterial is striped for two lanes with left turn bays in both northbound and southbound directions. The posted speed limit on Rosemead Boulevard is 40 miles per hour, and carries an average of 28,000 vehicles per day in both directions combined. The adjacent land use on Rosemead Boulevard is high commercial and multi-family. Parking is permitted on both sides of the street.

Technical Issues

Staff performed a field survey to review existing roadway conditions, existing parking restrictions and right-turn demand during peak hours. The study determined that vehicles are parking too close to the intersection, thereby blocking the access for southbound vehicles on Rosemead Boulevard to make right turns onto Telegraph Road. Such blockage causes congestion for motorists who desire to continue in the southbound direction through the intersection. Per Pico Rivera Municipal Code 10.40.090A, no person shall park within 100 feet of an intersection.

Recommendation

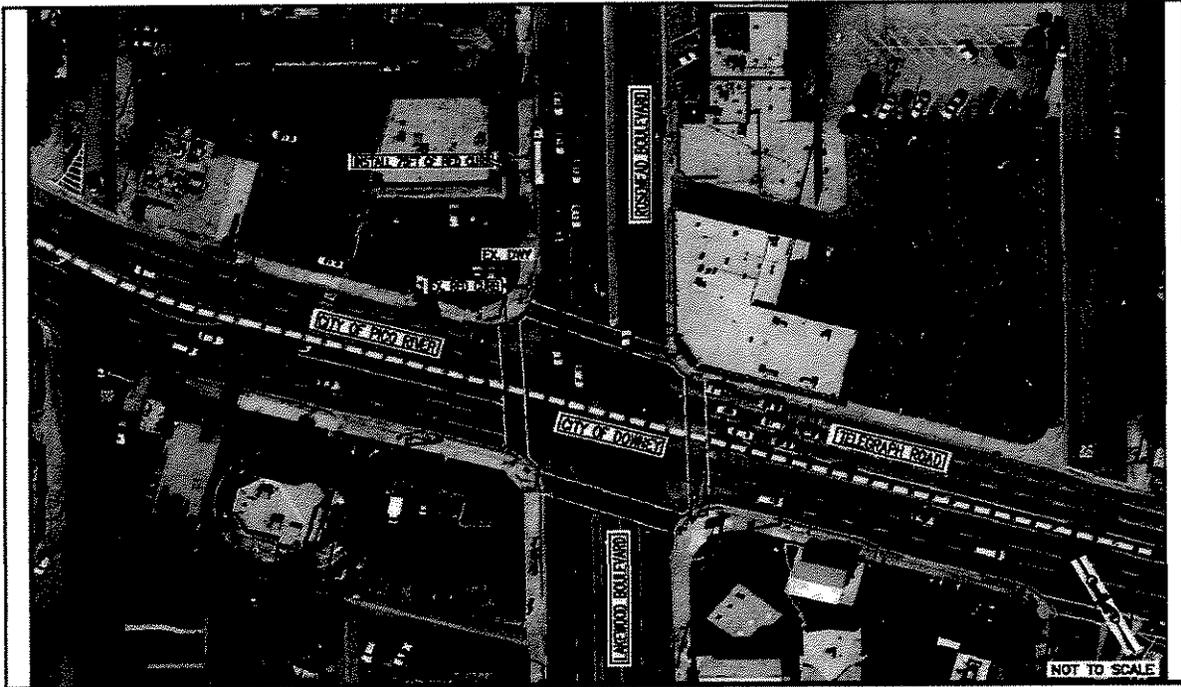
In order to improve the traffic circulation for southbound traffic during peak hours, staff installed 75 feet of red curb on the west side of Rosemead Boulevard, just north of the intersection with Telegraph Road. Two (2) on-street parking spaces were eliminated.



Arturo Cervantes, P.E.
Director of Public Works/City Engineer

AC:RG:JL:lg

Attachment



CITY OF PICO RIVERA

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION
ROSEMEAD BLVD. SB at TELEGRAPH RD. - RED CURB INSTALLATION

PREPARED BY: M. NGUYEN

SCALE: NOT TO SCALE DATE: 08-02-12

CITY OF PICO RIVERA
MEMORANDUM

Date: July 30, 2012
 To: City Manager
 From: Director of Public Works/City Engineer
 Subject: TRAFFIC ANALYSIS FOR TRAFFIC SAFETY CIRCULATION AT THE INTERSECTION OF BEVERLY BOULEVARD AND DELAND AVENUE

Staff received a request from council to evaluate the possibility of enhancing the safety conditions on the north frontage road at Beverly Boulevard and Deland Avenue. Figure 1 presents a vicinity map of the area.

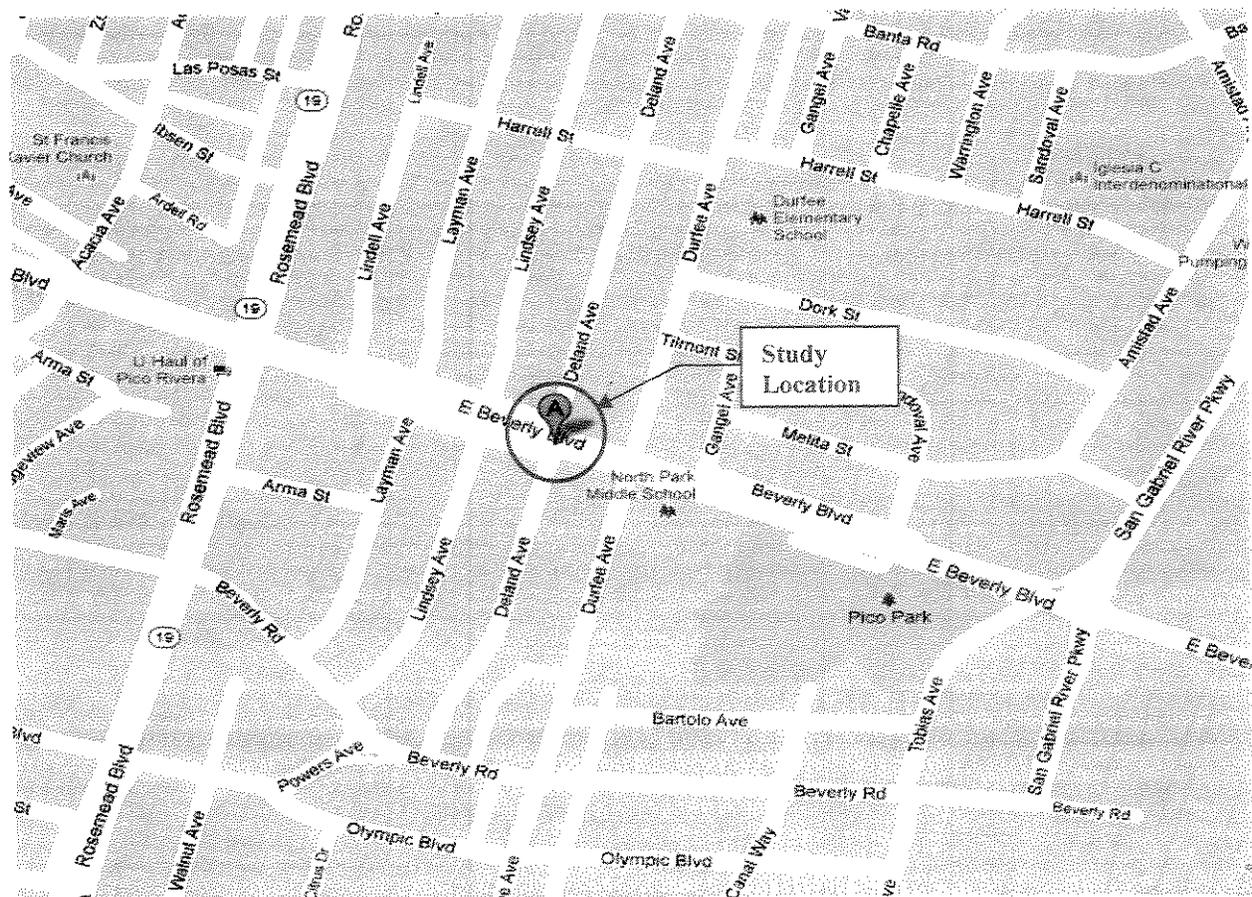


Figure 1: Vicinity Map

Roadway Features

Beverly Boulevard is an east/west major arterial with a curb-to-curb width of 80 feet. The arterial is striped for three lanes of travel for eastbound and westbound traffic divided with a landscaped raised median. The posted speed limit on Beverly Boulevard is 40 miles per hour. Beverly Boulevard carries an average of 36,000 vehicles per day. The adjacent land use on Beverly Boulevard is high commercial and multi-family. On-street parking restrictions exist on both sides of Beverly Boulevard the street from Rosemead Boulevard to east City limit. There are no traffic controls for east and westbound traffic at the frontage road at Beverly Boulevard and Deland Avenue.

Memo to City Manager

TRAFFIC ANALYSIS FOR TRAFFIC SAFETY CIRCULATION AT THE INTERSECTION OF
BEVERLY BOULEVARD AND DELAND AVENUE

Page 2 of 2

Deland Avenue is a north-south two-lane residential street with a prima fascia speed limit of 25 MPH. Deland Avenue has a fairly narrow roadway width such that motorists have to yield to each other to allow for safe passage if vehicles are parked on both sides of the street. Deland Avenue has on-street parking is permitted on both sides of the street.

Investigation

The concerns at the subject study intersection are traffic safety, speeding, left turn and U-turn restrictions, as well as illegal parking. During the field investigation, staff observed westbound Beverly Boulevard motorists making illegal left turn and U-turns onto southbound Deland Avenue. The vehicles were blocking the access for through traffic since the existing road way condition does not provide a left-turn bay for motorists for safe turning movements.

At the Deland Avenue/frontage road intersection, vehicles are parked along the curbs within the intersection. This situation creates an unsafe condition for motorists traveling on Deland Avenue and the frontage road since sight visibility is compromised. Additionally, a recently completed speed survey shows that, on average, motorists are traveling on Deland Avenue at speeds higher than the existing prima fascia speed limit. City forces have mobilized the speed trailers at this location on two different occasions to bring awareness to speeding.

Recommendation

In order to enhance traffic safety, staff installed signs on the existing medians restricting left and u-turn movements for westbound Beverly Boulevard motorists. Red curb was installed at the Deland Avenue/frontage road intersection per standards in the California Manual on Uniform Traffic Control Devices to enhance the sight visibility when traveling on Deland Avenue. Speed limit signs were also installed on Deland Avenue to bring awareness to the posted speed limit. Two on-street parking spaces were eliminated.



Arturo Cervantes, P.E.

Director of Public Works/City Engineer

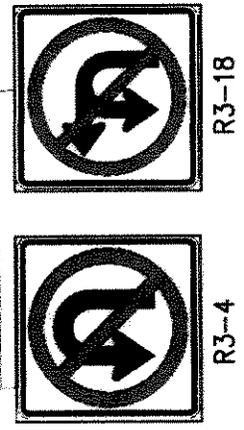
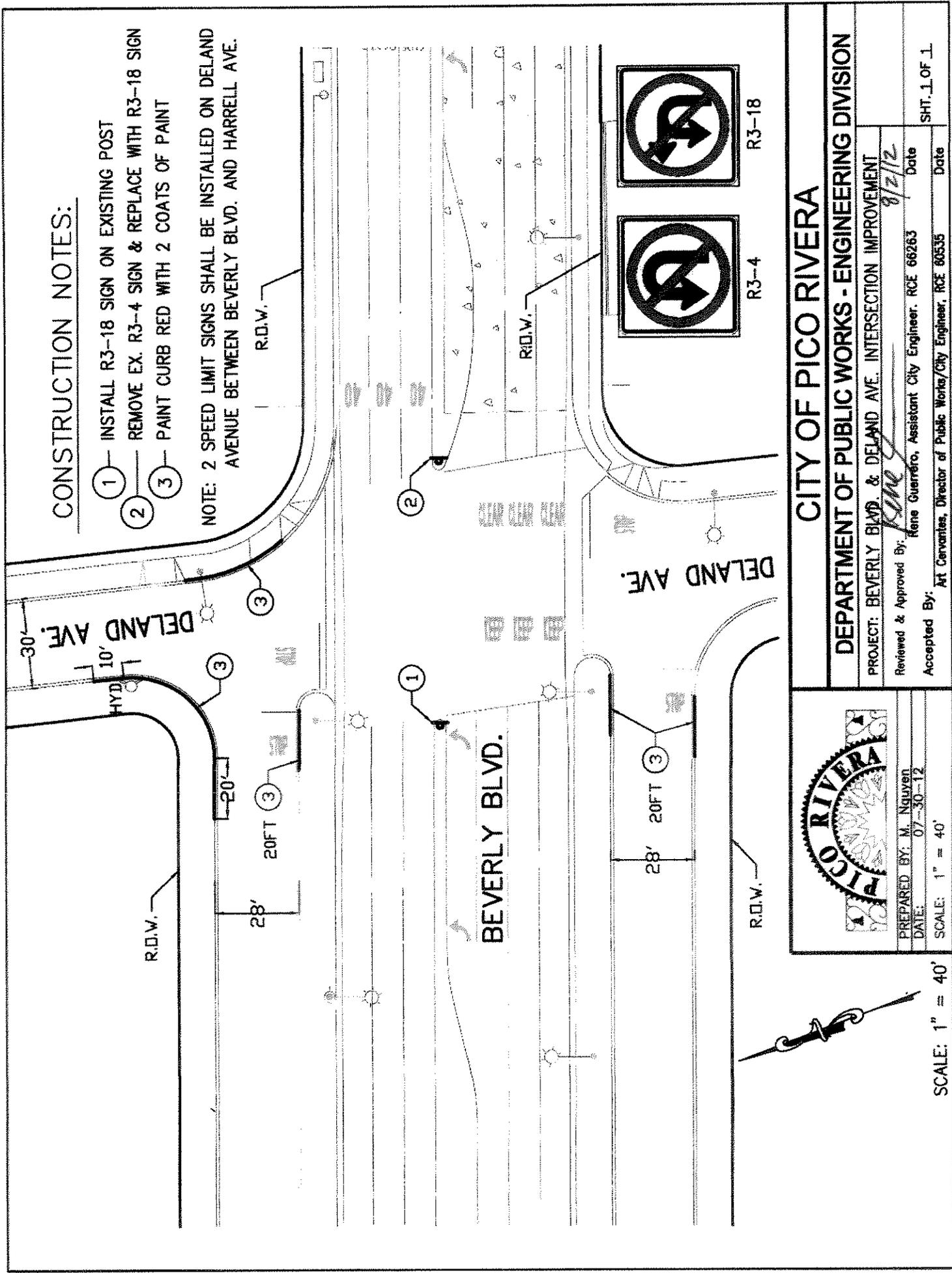
AC:RG:JL:lg

Attachment

CONSTRUCTION NOTES:

- ① — INSTALL R3-18 SIGN ON EXISTING POST
- ② — REMOVE EX. R3-4 SIGN & REPLACE WITH R3-18 SIGN
- ③ — PAINT CURB RED WITH 2 COATS OF PAINT

NOTE: 2 SPEED LIMIT SIGNS SHALL BE INSTALLED ON DELAND AVENUE BETWEEN BEVERLY BLVD. AND HARRELL AVE.



CITY OF PICO RIVERA

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION

PROJECT: BEVERLY BLVD. & DELAND AVE. INTERSECTION IMPROVEMENT

Reviewed & Approved By: *KANE* Date: 8/2/12

Accepted By: Rene Guerrero, Assistant City Engineer. RCE 66263 Date: _____

SHT. 1 OF 1

PREPARED BY: M. Nguyen
 DATE: 07-30-12
 SCALE: 1" = 40'

SCALE: 1" = 40'

CITY OF PICO RIVERA
MEMORANDUM

Date: July 30, 2012

To: City Manager

From: Director of Public Works/City Engineer

Subject: TRAFFIC ANALYSIS FOR TRAFFIC SAFETY CIRCULATION AT THE INTERSECTIONS OF WASHINGTON BOULEVARD AT MILLUX AVENUE AND WASHINGTON BOULEVARD AT HASTY AVENUE

Staff received a request to evaluate the safety conditions at the frontage roads at Washington Boulevard and Millux Avenue, and at Washington Boulevard and Hasty Avenue. A major concern is motorists have been observed making right-turn movements from Millux Avenue and Hasty Avenue onto Washington Boulevard, and then proceed to make U-turn movements from within the existing two-way left turn lane in the middle of Washington Boulevard.

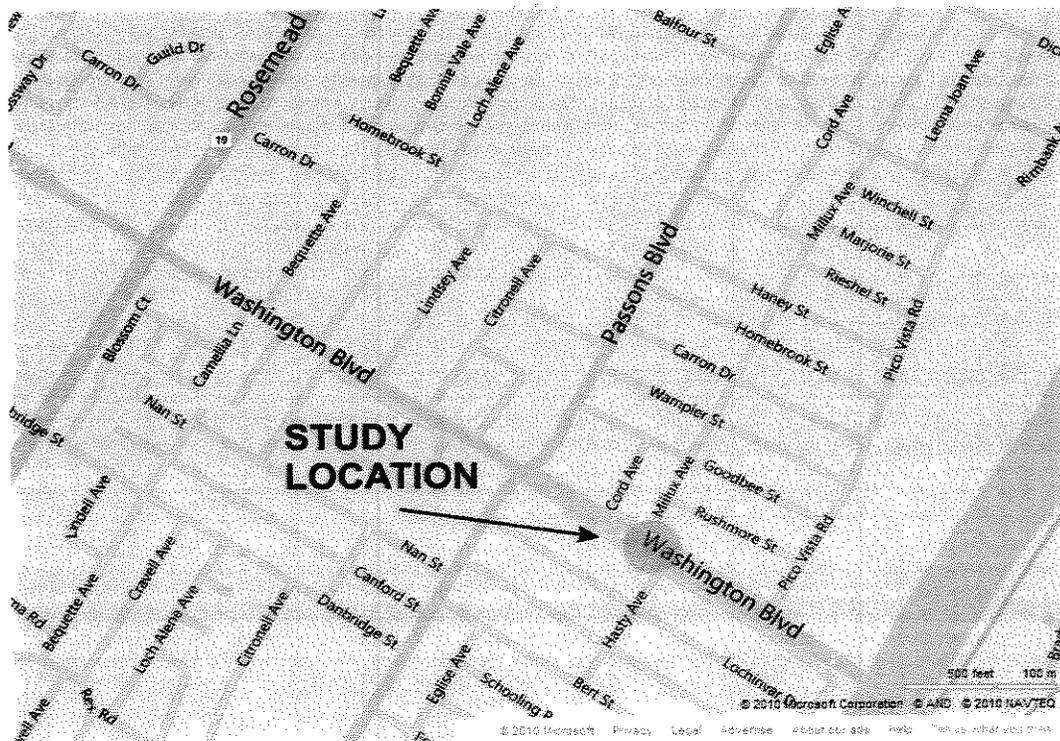


Figure 1: Vicinity Map

Roadway Features

Washington Boulevard is an east/west major arterial with a curb-to-curb width of 80 feet. The arterial is striped for a six-lane divided arterial with a raised median, which is designed to allow eastbound and westbound left-turns at Millux Avenue and Hasty Avenue. The posted speed limit on Washington Boulevard is 40 miles per hour, and carries an average of 43,000 vehicles per day. The adjacent land use on Washington Boulevard in this area is high residential. On-street parking is prohibited on both sides of Washington Boulevard. There are no traffic controls

Memo to City Manager

TRAFFIC ANALYSIS FOR TRAFFIC SAFETY CIRCULATION AT THE
INTERSECTIONS OF WASHINGTON BOULEVARD AT MILLUX AVENUE
AND WASHINGTON BOULEVARD AT HASTY AVENUE

Page 2 of 3

for east and westbound traffic at the frontage road at Washington Boulevard and Millux Avenue, and Washington Boulevard at Hasty Avenue.

Millux Avenue and Hasty Avenue are north-south two-lane residential streets with a prima fascia speed limit of 25 MPH with turning movements limited to right-turns only onto Washington Boulevard. Parking is permitted on both sides of the streets. Figure 2 presents an aerial photo of the subject location.



Figure 2: Aerial Photo

Investigation

The concern at the subject intersections is the number of vehicles that make right turns onto Washington Boulevard as they exit Millux Avenue or Hasty Avenue, and then proceed to make a U-turn from the existing two-way left turn lane in the middle of Washington Boulevard. While the U-turns are legal, it creates an unsafe condition, since motorists traveling in the opposite direction do not expect to encounter mid-block U-turn movements. During the field investigation of the intersections, it was observed that motorists are confused when approaching Washington Boulevard from Millux Avenue or Hasty Avenue, since the frontage roads do not

Memo to City Manager

TRAFFIC ANALYSIS FOR TRAFFIC SAFETY CIRCULATION AT THE
INTERSECTIONS OF WASHINGTON BOULEVARD AT MILLUX AVENUE
AND WASHINGTON BOULEVARD AT HASTY AVENUE

Page 3 of 3

have any stop controls on the east and west approaches. The existing pavement markings do not clearly identify the travel lanes on Millux Avenue or Hasty Avenue.

Recommendation

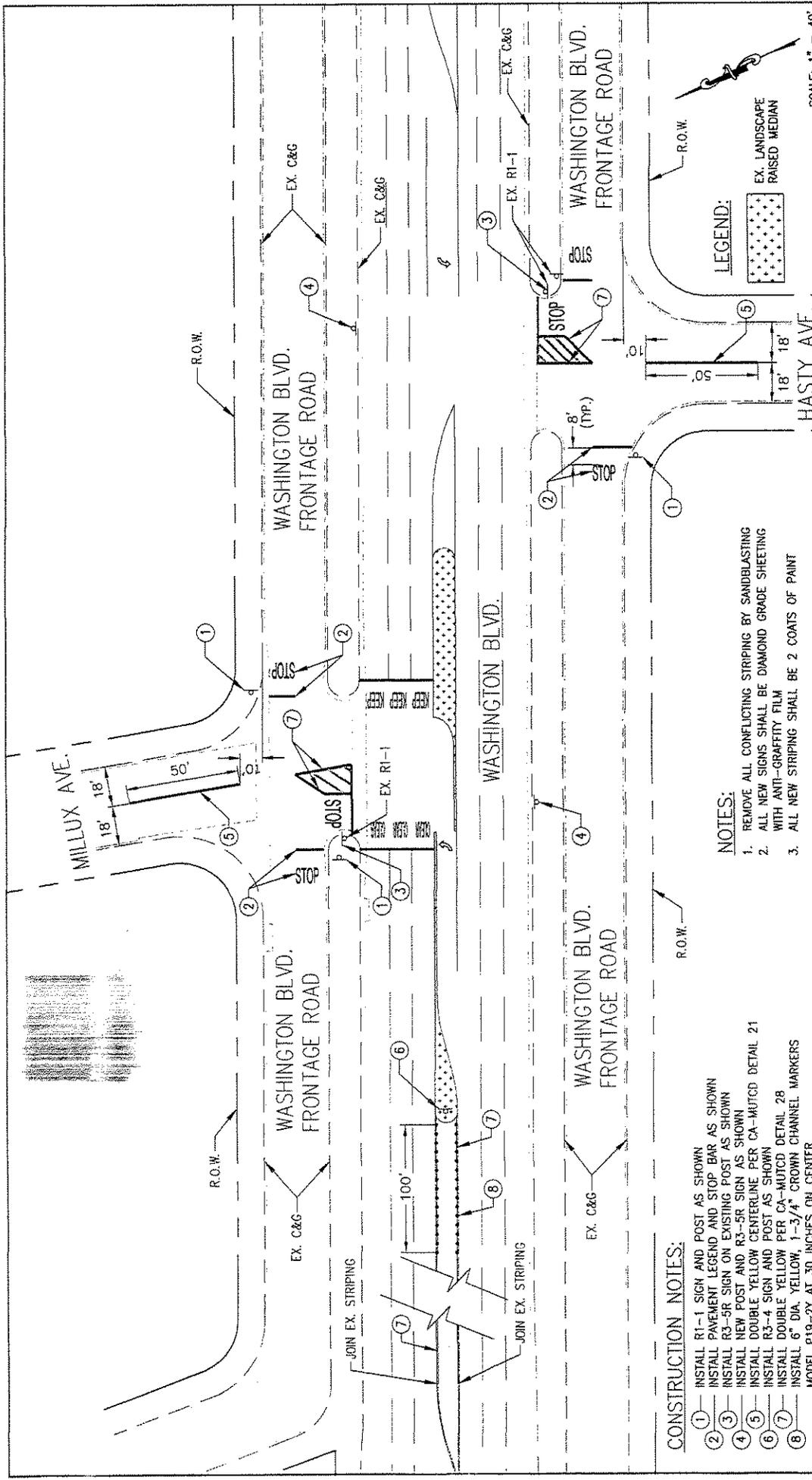
In order to enhance traffic safety along Washington Boulevard and to prohibit left turn and U-turn movements from Millux Avenue to Washington Boulevard, staff re-striped the center lane with a painted median (double yellow) striping in addition to installing 100 feet of dome raised markers. Additional signage restricting turning movements was placed west of the existing median on Millux Avenue. Installation of stop signs on the frontage roads that run parallel to Washington Boulevard at Millux Avenue and Hasty Avenue were installed to establish vehicular rights-of-way. Existing conflicting striping was also removed from the intersections.

A handwritten signature in black ink, appearing to read 'Arturo Cervantes', with a small 'for' written below it.

Arturo Cervantes, P.E.
Director of Public Works/City Engineer

AC:RG:JL:lg

Attachment



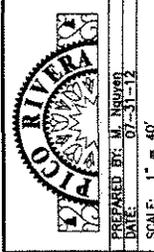
SCALE: 1" = 40'

CONSTRUCTION NOTES:

- ① INSTALL RI-1 SIGN AND POST AS SHOWN
- ② INSTALL PAVEMENT LEGEND AND STOP BAR AS SHOWN
- ③ INSTALL R3-5R SIGN ON EXISTING POST AS SHOWN
- ④ INSTALL NEW POST AND R3-5R SIGN AS SHOWN
- ⑤ INSTALL DOUBLE YELLOW CENTERLINE PER CA-MUTCD DETAIL 21
- ⑥ INSTALL R3-4 SIGN AND POST AS SHOWN
- ⑦ INSTALL DOUBLE YELLOW PER CA-MUTCD DETAIL 28
- ⑧ INSTALL 6" DIA. YELLOW, 1-3/4" CROWN CHANNEL MARKERS MODEL P19-2Y AT 30 INCHES ON CENTER

NOTES:

- 1. REMOVE ALL CONFLICTING STRIPING BY SANDBLASTING
- 2. ALL NEW SIGNS SHALL BE DIAMOND GRADE SHEETING WITH ANTI-GRAFFITI FILM
- 3. ALL NEW STRIPING SHALL BE 2 COATS OF PAINT



CITY OF PICO RIVERA

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION
 PROJECT: WASHINGTON BLVD. & MILLUX AVE./HASTY AVE. INTERSECTION IMPROVEMENT

Reviewed & Approved By: *[Signature]* Date: 9/1/12
 Accepted By: Arturo Camontien, Director of Public Works/City Engineer, RCE 66283 Date: 9/1/12

SHR. 1 OF 1



To: Mayor and City Council

From: City Manager

Meeting Date: August 14, 2012

Subject: AMENDMENT TO AGREEMENT NO. 11-1244 WITH EL RANCHO UNIFIED SCHOOL DISTRICT - SCHOOL RESOURCE DEPUTY

Recommendation:

Approve Amendment to Agreement No. 11-1244 with El Rancho Unified School District (ERUSD) under which the City will be reimbursed for 50% of the cost of providing a School Resource Deputy from September 2012 through June 2013, and authorize the Mayor to execute the Supplemental Agreement in a form approved by the City Attorney.

Fiscal Impact: \$64,205 (General Fund Savings)

Discussion:

For several years, the City has shared the cost of a School Resource Deputy with ERUSD. The position is filled by a Deputy Sheriff, hired for a 12-month term, under the City's contract with the Sheriff's Department at a total cost of \$154,092. Since the School District does not have a need for the deputy for two months during the summer, the Sheriff's Department assigns the deputy to special City projects. The School District has historically agreed to pay 50% of the cost for a 10-month period.

During the school year, the School Resource Deputy issues truancy and various misdemeanor citations, including vandalism, and makes arrests. The School Resource Deputy works closely with the Sheriff's Vandalism Enforcement Team (VET) to identify students involved in tagging and other acts of vandalism. The School District has long been a willing partner in this endeavor.

This position was included in the City's Law Enforcement budget for Fiscal Year 2012-2013. The total cost for the deputy for the ten-month period is \$128,410. The agreement calls for the School District to reimburse the City \$64,205 as its prorated share of this cost.

COUNCIL AGENDA REPORT – MTG. OF 08/14/12
AMENDMENT TO AGREEMENT NO. 11-1244 WITH EL RANCHO UNIFIED SCHOOL
DISTRICT - SCHOOL RESOURCE DEPUTY

Page 2 of 2

The contract before the City Council has been reviewed and approved by the El Rancho School District Board of Education at its July 26, 2012 regular School Board meeting.

A handwritten signature in black ink, appearing to read 'Ronald Bates', with a long horizontal line extending to the right.

Ronald Bates

RRB:AC:SG:lg

Enc.

- 1) ERUSD Reimbursement Contract

SUPPLEMENTAL AGREEMENT NO. 11-1244-1

AMENDMENT TO AGREEMENT NO. 11-1244

THIS SUPPLEMENTAL AGREEMENT is entered into this 27th day of July, 2012, by and between the CITY OF PICO RIVERA, a municipal corporation (hereinafter referred to as the "City") and EL RANCHO UNIFIED SCHOOL DISTRICT, (hereinafter referred to as "District"), and is expressly agreed to be an amendment to Agreement No. 11-1244, entered between the CITY and DISTRICT on August 23, 2011. Agreement No. 11-1244 is included by reference herein and in consideration of the mutual benefits, promises and agreements set forth herein, is modified, altered and changed in the following respects only:

1. Section F of Agreement 11-1244 is hereby amended as follows:

1. City agrees that the total cost incurred by City for special event law enforcement services provided by the County of Los Angeles Sheriff's Department for a Truancy Program pursuant to this agreement, for the period of September 1, 2012 to June 30, 2013 shall not exceed \$128,410.
2. District shall reimburse City for one-half of the total cost incurred by City for special event law enforcement services provided by the County of Los Angeles Sheriff's Department for a Truancy Program pursuant to this agreement for the period of September 1, 2012 to June 30, 2013.
3. City shall submit to District copies of all bills or statements from the County of Los Angeles for special event law enforcement services provided pursuant to this agreement. District shall pay City said one-half of the total costs as stated in said bills or statements for said services within thirty (30) days after the bills or statements are mailed by City to District. The term of this agreement shall commence on September 1, 2012 and shall terminate on June 30, 2013.

2. Except as herein amended, all of the terms and conditions of Agreement No. 11-1244 shall remain unchanged.

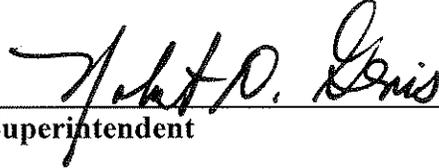
3. This Supplemental Agreement shall take effect on September 1, 2012.

IN WITNESS WHEREOF, the Parties have executed this Supplemental Agreement on the date and year first above written.

City of Pico Rivera

El Rancho Unified School District

Bob J. Archuleta, Mayor



Superintendent

Date: _____

Date: August 2, 2012

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, Assistant City Clerk

Arnold M. Alvarez-Glasman, City Attorney



To: Mayor and City Council

From: City Manager

Meeting Date: August 14, 2012

Subject: RIVERA PARK RENOVATION – AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT NO. 09-1131 - CONSTRUCTION SUPPORT SERVICES

Recommendation:

Approve Amendment No. 3 to Professional Services Agreement No. 09-1131 with Hirsch & Associates, Inc. (HAI) for additional professional services for an amount not to exceed \$25,796 and authorize the Mayor to execute Amendment No. 3 in a form approved by the City Attorney.

Fiscal Impact: \$25,796 (Vital City Services Bond)
Account No. 210-7310-44500-00021219

Discussion:

On September 8, 2009, HAI was awarded a professional services agreement to provide professional services, including architectural, design, and construction support services for the renovation of Rivera and Smith Park Renovation Projects, as well as other smaller projects, for a not-to-exceed fee of \$1,010,000.

On January 12, 2010, City Council approved Amendment No. 1 totaling \$440,900 adding design services for Rio Vista Park. On February 14, 2012, City Council approved Amendment No. 2 for the additional architectural services totaling \$383,063 for the redesign of the Smith and Rio Vista Park Renovation Projects. The current total contract amount is \$1,833,963.

According to the contract, construction support services were to be provided for the Rivera Park Renovation Project for a 120-day construction period ending on April 9, 2012. However, HAI provided their services at no additional cost to the City through June 16, 2012.

Additional construction support services are necessary through completion of construction. Staff anticipates substantial completion in late August 2012 and final completion in September 2012.

RIVERA PARK RENOVATION PROJECT – AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT

Page 2 of 2

The additional services include site visits, construction observation, and attendance at weekly construction status meetings, as well as response to requests for information and material submittal approvals. The additional cost is in the not-to-exceed amount of \$25,796.

The total contract amount, inclusive of Amendment No. 3, will be \$1,859,759.

These additional services are budgeted for and will be funded through the Vital City Services Bond allocated for the Rivera Park Renovation Project. There is no impact to the General Fund.

Staff estimates the contractor is 70 work days (100 calendar days) behind schedule. At the completion of the contract, City staff will review construction delays and assess the contractor liquidated damages in an amount of \$1,500 per calendar day of delay. City staff may assess up to \$150,000 in liquidated damages but this will depend upon the actual completion date. Any funds received will be used to recover a portion of the funds spent for the additional construction support services.



Ronald Bates

RRB:AC:RG:lg

Enc.

- 1) Amendment No. 3 to the Professional Services Agreement (PSA)
- 2) Exhibit "A" to PSA – Fee Proposal

**AMENDMENT NO. 3
TO THE PROFESSIONAL SERVICES AGREEMENT
WITH HIRSCH & ASSOCIATES, INC., AGREEMENT NO. 09-1131**

THIS AMENDMENT NO. 3 TO AGREEMENT NO. 09-1131 FOR PROFESSIONAL SERVICES WITH HIRSCH & ASSOCIATES, INC. ("Amendment No. 3"), effective as of the date specified in paragraph 5 hereof, is made and entered into by and between the CITY OF PICO RIVERA ("CITY"), and HIRSCH & ASSOCIATES, INC., ("CONSULTANT").

RECITALS

- A. CITY and CONSULTANT (collectively referred to as the "PARTIES") have previously executed that certain Agreement for Professional Services, Agreement No. 09-1131 ("Agreement") relating to professional services in the City of Pico Rivera.
- B. The PARTIES desire to amend said Agreement as set forth herein, pursuant to Section 5.1 of the Agreement.
- C. CONSULTANT has proposed, and CITY has accepted, CONSULTANT's Proposals, set forth in the Consultant's Proposals to City dated April 9, 2012 and June 26, 2012, attached hereto as Exhibit "A".

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. MODIFICATION OF SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT FOR RIVERA PARK.

The Scope of Services to be performed by CONSULTANT, as set forth in the Agreement, shall be modified as follows:

Additional professional services as set forth in the Consultant's Proposals to City dated April 9, 2012 and June 26, 2012, attached hereto as Exhibit "A".

2. TIME FOR COMPLETION OF MODIFIED WORK AND SERVICES.

The "Expiration Date" defined in Section 3.5 of the Agreement is hereby removed and replaced with the following:

"Expiration Date": June 30, 2013

3. MODIFICATION OF CONSULTANT'S COMPENSATION.

The additional compensation to be paid by CITY to CONSULTANT for the modified work and services for the Rivera Park project identified in this Amendment No. 3 shall be as follows:

Total additional compensation in accordance with the Consultant's Fee Proposals dated April 9, 2012 and June 26, 2012 for a combined amount

not-to-exceed \$25,796 (twenty-five thousand seven hundred ninety-six dollars and no cents) attached hereto as Exhibit "A".

4. EFFECT OF AMENDMENTS.

Except as modified herein, either expressly or by necessary implication, the terms and provisions of the Agreement between the CITY and CONSULTANT shall remain in full force and effect.

5. EFFECTIVE DATE.

Unless otherwise specified herein, this Amendment No. 3 shall become effective as of the date set forth below on which the last of the parties, whether CITY or CONSULTANT, executes this Amendment No. 3.

[End of Amendment No. 3. Signatures to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be executed and attested by their respective officers hereunto duly authorized.

"CITY"
CITY OF PICO RIVERA

"CONSULTANT"
HIRSCH & ASSOCIATES, INC.

Bob J. Archuleta, Mayor



Patrick L. Hirsch

Title: President

Dated: _____

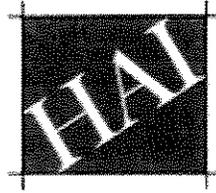
Dated: 8.6.2012

ATTEST:

APPROVED AS TO FORM

Anna M. Jerome, Assistant City Clerk

Arnold M. Alvarez-Glasman, City Attorney



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

April 9, 2012

Mr. Rene Guerrero
Assist City Engineer
Public Works Department
P O Box 1016
6615 Passons Blvd
Pico Rivera, CA 90660-1016

Re: Rivera Park
Subject: Change Order Request for additional Construction Support services

Mr. Guerrero,

At this time HAI is requesting a Change Order to cover the cost of additional site visits, project meetings and office overhead for Construction Support services related to Rivera Park. The original project schedule was for construction to last six months, from October 2011 to March 2012. Currently the park is approximately 70% complete. We anticipate the construction to take an additional three months, April to June 2012. The cost for our services is as follows.

Original Construction Support Fee	\$22,298.00
(\$3,716.00/ Month x 6 Month)	
Additional Services (3 Months x \$3,716.00/Month)	\$11,148.00

Please let me know if this meets with your approval and if you have any questions.

Respectfully Submitted,

Patrick L. Hirsch, President
Landscape Architect #1710, ASLA

2221 E. Winston Road, Anaheim, CA 92806
Ph 714-776-4340, Fax 714-776-4395



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

June 26, 2012

Mr. Rene Guerrero
Assist City Engineer
Public Works Department
P O Box 1016
6615 Passons Blvd
Pico Rivera, CA 90660-1016

Re: Rivera Park
Subject: Change Order Request for additional Construction Support Services

Mr. Guerrero,

At this time HAI is requesting a Change Order to cover the cost of additional site visits, project meetings and office overhead for Construction Support services related to Rivera Park. The original project schedule was for construction to last six months, from October 10, 2011 to March 16, 2012. Our previous Change Order Request was for additional time from March 16 to June 16 due to construction delays. Currently the park is approximately 85% complete. We anticipate the remaining park construction to take an additional two months, June 16 to August 16 with substantial completion inspection, irrigation coverage testing, final inspection, project close out and contractors time to finish the punch list items to add an addition 30 calendar days to the project. Making the project completion date September 16, 2012. The additional costs for our services are as follow.

Additional Services (3 Months x \$3,716.00/Month)\$11,148.00
June 16 to September 16, 2012

Since the start of construction we have attended 26 on site construction meetings of that total 19 are included in the construction time from October 10 to June 16, 2012. We are requesting that the remaining 7 meeting be included as part of this change order request.

Additional on site construction meetings (7 @ \$500/ea).....\$3,500.00

Total change order request.....\$14,648.00

Please let me know if this meets with your approval and if you have any questions.

2221 E. Winston Road, Anaheim, CA 92806
Ph 714-776-4340, Fax 714-776-4395

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Patrick L. Hirsch', written over a faint, circular stamp or watermark.

Patrick L. Hirsch, President
Landscape Architect #1710, ASLA



To: Mayor and City Council

From: City Manager

Meeting Date: August 14, 2012

Subject: AWARD OF PROFESSIONAL CONSULTING SERVICES AGREEMENT – STAFF AUGMENTATION SERVICES

Recommendation:

Award a Professional Consulting Services Agreement for staff augmentation services to Mike Nguyen, Engineer, in an amount not-to-exceed \$93,600 per year and authorize the Mayor to execute the agreement in a form approved by the City Attorney.

Fiscal Impact: \$30,000 (General Fund- Operating Budget)
\$63,600 (Various Capital Improvement Projects)
\$93,600 Total Yearly Rate

Discussion:

Currently in the Public Works Department – Engineering Division, there is a critical need for technical assistance to perform various civil engineering services, including traffic engineering, in-house design, technical analysis and project management (Engineering Services). Capital Improvement Projects (CIP's), such as the Parks Masterplan, Passons Grade Separation, Telegraph Road Median Improvements, Mines/Rosemead Boulevard Intersection Improvements and the City Hall Parking Lot Light Retrofit Project are all moving forward.

The services described above are currently provided by Mike Nguyen, Engineer, as an extension of staff through Government Staffing, Inc. Mike Nguyen is a proven performer with demonstrated expertise. Mr. Nguyen has over nine years of experience. He has been performing these services for the City of Pico Rivera since July 2009.

Mike Nguyen is a key member of the Engineering Division. In his current role, Mike Nguyen is part of the project delivery process. He has prepared design and construction documents on several projects, and has also managed project implementation. During the last three (3) years, Mike prepared more than 25 traffic studies that were necessary to address safety concerns expressed by residents. Mike prepared technical analysis necessary to secure the Durfee Underpass Project. Finally, Mike Nguyen was part of the team responsible for securing more than \$70,000,000 in grant funds.

COUNCIL AGENDA REPORT – MTG. OF 08/14/12
AWARD OF PROFESSIONAL CONSULTING SERVICES AGREEMENT – STAFF
AUGMENTATION SERVICES
Page 2 of 2

As a cost savings measure, staff is recommending awarding a Professional Consulting Services Agreement directly to Mike Nguyen. By contracting directly, the City will immediately realize a savings to the budget (\$45/hour vs. \$69.50/hour).

At the reduced yearly cost of \$93,600, the yearly savings is approximately \$50,960. It should be noted that typically, engineering consultant companies will offer contract engineers with similar experience at a rate of more than \$100 per hour.

To regularly benefit from the savings, staff is recommending approval of a two (2)-year contract with automatic yearly renewals for 12-month periods unless the City provides notice of termination 30 days in advance of yearly contract renewal.

Approval of the Professional Consulting Services Agreement will save the City \$50,960 per year for the next two years and provide the Engineering Division the necessary support to deliver the Capital Improvement Program on schedule and within budget, as well as to provide essential engineering services to the community.



Ronald Bates

RRB:AC:RG:lg

Enc.

- 1) Professional Consulting Services Agreement

PROFESSIONAL CONSULTING SERVICES AGREEMENT

AGREEMENT NO. _____

THIS AGREEMENT is made and entered into on August 14, 2012, by the City of Pico Rivera, a municipal corporation, (hereinafter referred to as "CITY") and Mike Nguyen (hereinafter referred to as "CONTRACTOR").

SECTION 1. RECITALS.

WHEREAS, the CITY requires technical assistance to perform various civil engineering services City-wide such as traffic engineering, in-house design, technical analysis, site investigation and development review; and

WHEREAS, CONTRACTOR has over nine years of experience in providing a variety of such civil engineering services. CONTRACTOR has been performing these services for the City of Pico Rivera since July 2009 as an extension of staff; and

WHEREAS, the CITY desires to retain the services of a qualified professional consultant to provide civil engineering services in accordance with this Agreement, including but not limited to the scope of work/services incorporated herein; and

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

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

SECTION 2. SERVICES.

- a. CONTRACTOR shall provide the services described in ATTACHMENT "A" regarding civil engineering services and shall be compensated at an hourly rate of \$45 per hour in an amount not to exceed \$93,600 per year.
- b. CITY understands and hereby agrees that the services provided by CONTRACTOR under this Agreement will be performed wholly or in large part by CONTRACTOR.
- c. CITY agrees to cooperate with, and to provide all necessary information, tools, hardware, software, a workstation, printers and plotters, and assistance to CONTRACTOR in order that CONTRACTOR may fulfill its obligations pursuant to this Agreement.

SECTION 3. TERM.

This Agreement shall commence on August 14, 2012, and shall expire on June 30, 2014 after which it shall automatically renew yearly for 12-month periods unless the City provides written notice of termination 30 days in advance of yearly contract renewal.

SECTION 4. PERFORMANCE.

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

SECTION 5. WORK PRODUCT.

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

The Director of Public Works, or his designee, shall have the right of general supervision of all work performed by Contractor and shall be the city agent with respect to obtaining

CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager, or his designee.

SECTION 8. TERMINATION.

a. CITY and CONTRACTOR shall have the right to terminate this Agreement, with reasonable cause with thirty days' written notice in advance of yearly contract renewal, after the completion of the two-year term. 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. In the event neither CITY nor CONTRACTOR exercises the right to terminate as set forth herein, this Agreement shall automatically terminate 180 days after it is executed.

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

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR'S employees or

CONTRACTOR'S subcontractors for injury or sickness arising out of performing services hereunder.

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

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

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. PERS ELIGIBILITY INDEMNITY

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

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- A. Automobile liability for owned, hired and non-owned vehicles utilized by CONTRACTOR, its employees or subcontractors, in the amount of \$100,000.00 per occurrence; and
- B. CONTRACTOR shall obtain and maintain during the life of this Agreement Workers Compensation Insurance for its employees and subcontractors (if any).

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

SECTION 16. ENTIRE AGREEMENT.

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

SECTION 17. WAIVER.

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

SECTION 18. GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES & COSTS.

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

SECTION 20. WARRANTIES

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

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

SECTION 21. MISCELLANEOUS

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement

shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

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

Mike Nguyen
14371 Hope Street
Garden Grove, CA 92843

Arturo Cervantes, P.E.
Director of Public Works/City Engineer
City of Pico Rivera
6615 Passons Blvd.
Pico Rivera, CA 90660

AGREEMENT NO. _____

Page 8

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

CITY OF PICO RIVERA

Dated: _____

Bob J. Archuleta, Mayor

CONTRACTOR

Dated: 8/6/2012



Mike Nguyen

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, Assistant City Clerk

Arnold M. Alvarez-Glasman, City Attorney

ATTACHMENT "A"

Contractor Services to be provided to the City of Pico Rivera by Contractor include, but are not limited to, the following:

- Design and prepare plans and specifications as well as cost estimates for public works projects including street, storm drain, water works, parks, and related projects; research project design requirements; perform complex calculations and prepare estimates of time and material costs.
- Design and prepare plans and specifications for the installation of traffic signals; traffic control devices, and street lighting systems.
- Research publications and industry information sources.
- Develop revised design and construction standards for public works structures and appurtenances.
- Investigate field problems affecting property owners, contractors, and maintenance operations.
- Request survey, mapping, and data collection.
- Prepare estimates and feasibility reports for new or modified services and structures.
- Participate in the plan check, review, and processing of plans for private developments affecting city streets, water system, sewers, drains and related public works facilities and ensure that they meet all City-imposed requirements.
- Prepare special engineering studies and reports.
- Coordinate public works activities with other City departments, divisions and sections, and with outside agencies.
- Perform related duties as assigned.



To: Mayor and City Council

From: City Manager

Meeting Date: August 14, 2012

Subject: RIVERA PARK RENOVATION – AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT NO. 10-1180 WITH URS CORPORATION, INC. - CONSTRUCTION MANAGEMENT SERVICES

Recommendation:

Approve Amendment No. 3 to Professional Services Agreement No. 10-1180 with URS Corporation, Inc. for construction management services for an additional amount not to exceed \$45,050 and authorize the Mayor to execute Amendment No. 3 in a form approved by the City Attorney.

Fiscal Impact: \$45,050 (Vital City Services Bond)
Account No. 210-7310-44500-00021219

Discussion:

On October 12, 2010, the City Council awarded URS Corporation, Inc. a professional services agreement for an amount of \$1,135,744, to provide construction management services for the Parks Master Plan Renovation Projects (Pico, Rivera, Smith, and Rio Vista Parks).

Since awarding the contract, two amendments have been approved by the City Council. Amendment No. 1 was necessary to change the construction management approach and to incorporate construction management services for the Pico Park Transit Hub Project. Amendment No. 2 was necessary to extend construction management services on Rivera Park through June 29, 2012. The current total contract amount is \$1,116,136 of which \$373,725 is programmed for the Rivera Park Renovation Project.

The Rivera Park Renovation Project is continuing on an extended schedule due to contractor delays. Staff anticipates substantial completion in late August 2012 and final completion in September 2012.

COUNCIL AGENDA REPORT - MTG. OF 08-14-12
RIVERA PARK RENOVATION – AMENDMENT NO. 3 TO PROFESSIONAL SERVICES
AGREEMENT NO. 10-1180 WITH URS CORPORATION, INC. - CONSTRUCTION
MANAGEMENT SERVICES

Page 2 of 2

Additional construction management services in the amount of \$45,050 are necessary through completion of construction. Services include construction management, construction observation, scheduling support, estimating, maintaining project controls and project closeout.

Should City Council approve Amendment No. 3, the total contract amount will be \$1,161,186. This cost is budgeted for and will be funded through the Vital City Services Bond allocated for the Rivera Park Renovation Project. There is no impact to the General Fund.

Staff estimates the contractor is 70 work days (100 calendar days) behind schedule. At the completion of the contract, City staff will review construction delays and assess the contractor liquidated damages in an amount of \$1,500 per calendar day of delay. City staff may assess up to \$150,000 in liquidated damages but this will depend upon the actual completion date. Any funds received will be used to recover a portion of the funds spent for the additional construction management services.



Ronald Bates

RRB:AC:RG:lg

Enc.

- 1) Amendment No. 3 to the Professional Services Agreement (PSA) with Exhibit "A"

**AMENDMENT NO. 3
TO THE PROFESSIONAL SERVICES AGREEMENT WITH
URS CORPORATION, INC., AGREEMENT NO. 10-1180**

THIS AMENDMENT NO. 3 TO AGREEMENT NO. 10-1180 FOR PROFESSIONAL SERVICES WITH URS CORPORATION, INC. ("Amendment No. 3"), effective as of the date specified in paragraph 5 hereof, is made and entered into by and between the CITY OF PICO RIVERA ("CITY"), and URS CORPORATION, INC., ("CONSULTANT").

RECITALS

- A. CITY and CONSULTANT (collectively referred to as the "PARTIES") have previously executed that certain Agreement for Professional Services, Agreement No. 10-1180 ("Agreement") relating to professional services in the City of Pico Rivera.
- B. The PARTIES desire to amend said Agreement as set forth herein, pursuant to Section 5.1 of the Agreement.
- C. CONSULTANT has proposed, and CITY has accepted, CONSULTANT's Proposal, set forth in the Consultant's Proposal to City dated July 30, 2012, attached hereto as Exhibit "A".

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. **MODIFICATION OF SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT FOR RIVERA PARK, SMITH PARK AND RIO VISTA PARK.**

The Scope of Services to be performed by CONSULTANT, as set forth in the Agreement, shall be modified as follows:

Additional professional services as set forth in the Consultant's Proposal to City dated July 30, 2012, attached hereto as Exhibit "A".

- 2. **TIME FOR COMPLETION OF MODIFIED WORK AND SERVICES.**

Consultant shall undertake and complete the modified work and services set forth in Exhibit "A", within upon issuance of Notice to Proceed. Notwithstanding any other provision of this Amendment No. 3, this modification also revises the Agreement (Article 3.4) end date to March 29, 2013.

- 3. **MODIFICATION OF CONSULTANT'S COMPENSATION.**

To reflect the above described extended period of Construction Management Services for Rivera Park, Smith Park and Rio Vista Park projects, the last sentence of Section 5.1 of the Agreement shall be replaced by the following:

In no event shall the total compensation and costs payable to Consultant under this Agreement exceed \$1,161,185.50 (One Million One Hundred Sixty-One

Thousand One-Hundred-Eighty-Five dollars and fifty cents), unless specifically approved in advance, in writing, by the City.

4. EFFECT OF AMENDMENTS.

Except as modified herein, either expressly or by necessary implication, the terms and provisions of the Agreement between the CITY and CONSULTANT shall remain in full force and effect.

5. EFFECTIVE DATE.

Unless otherwise specified herein, this Amendment No. 3 shall become effective as of the date set forth below on which the last of the parties, whether CITY or CONSULTANT, executes this Amendment No. 3.

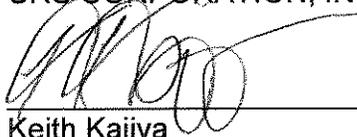
[End of Amendment No. 3. Signatures to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be executed and attested by their respective officers hereunto duly authorized.

“CITY”
CITY OF PICO RIVERA

“CONSULTANT”
URS CORPORATION, INC.

Bob J. Archuleta, Mayor



Keith Kajiya

Title: Vice President, Office Manager

Dated: _____

Dated: 8/6/12

ATTEST:

APPROVED AS TO FORM

Anna M. Jerome, Assistant City Clerk

Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT A

RIVERA PARK

1. SUMMARY

- a. Current URS CM Services will continue thru 08/03/12.
- b. Effective 08/06/12, URS CM Services are reduced and limited to as-needed support as described below.
- c. City staff will perform all other remaining project tasks as described below.

2. TIMELINE

- a. Last Day of current URS CM Services- Friday 08/03/12
- b. First Day of reduced and limited URS CM Services and City Staff performing remaining project tasks – Monday 08/06/12
- c. Last Day of reduced and limited URS CM Services – Friday 08/31/12^t

3. SCOPE

- a. Effective 08/06/12 URS CM Team to perform the following specific reduced and limited services on an as-needed basis thru 08/31/12:
 - No CM staff will be located at Rivera Site – minimal site visits if required
 - New RFIs received via email – forward to HAI, send to LFC when responded to
 - Submittals received via email – forward to HAI, send to LFC when responded to
 - Pay Requests – help City staff finalize pay requests
 - Schedule – receive and log contractor's Schedules
 - Certified Payroll – contractor will be directed to send directly to Public Works staff
 - Limited URS CM participation in regular job status meetings nor preparation/distribution of meeting minutes
 - URS will provide CMS documents and attachments in PDF form on Disk for City Staff's reference and use
 - No URS CM weekly status reports prepared and published
 - Limited review of Contractor backup to change orders or time extension requests
 - Limited assistance to City Staff in their preparation of the project completion list
 - Limited review of Contractor as-built drawings
 - Limited daily report entered into CMS
 - No participation in settlement conferences

b. Effective 08/06/12 City Staff to perform all remaining project tasks, including but not limited to;

- Daily Field Observation
- Progress photographs
- Confirm compliance with contract documents for materials, completed work and completion
- Attend pre-roofing conference
- Witness/attend all equipment start-up and testing procedures
- Monitor and coordinate completion of all work items
- Coordinate/attend all agency inspections
- Documentation of Work Activity, Field Labor
- Review/verify pay requests with Contractor and URS CM
- Field Coordination with Contractor Supt and Subs
- Coordination with and request for Inspection with City Inspectors and City Consultants
- Coordination with HAI for site inspections/signoffs
- Coordination with Parks & Recreation department
- Coordination with Utilities and other Agencies
- Remaining signoffs/inspections/etc.
- Additional work requests
- Develop Completion list with HAI
- Closeout – develop list with HAI, coordination with HAI and agencies, signoffs
- Final Settlement with LFC – utilize preliminary list provided by URS CM Team for the City to conduct settlement conferences, finalize documentation and executed change orders
- Final signoffs on permits and agency requirements
- Respond to all Public Requests for Records
- Ongoing Markup of Site Record Drawing Set
- Receive and distribute O&M Manuals, attic stock, tools and spare parts
- Obtain and assemble all required warranty packages
- Review/verify final as-built drawings
- Coordinate Startup/Operations
- Coordinate City Training
- Prepare Final Notice of Completion

4. ADDITIONAL BUDGET FOR EXTENDED URS CM SERVICES ON RIVERA PARK
a. Based on services and timeline as described above

Week >	1	2	3	4	5	6	7	8	9	HOURS	COSTS
	7/02-7/06	7/09-7/13	7/16-7/20	7/23-7/27	07/30-08/03	08/06-08/10	08/13-08/17	08/20-08/24	08/27-08/31		
Role											
Construction Manager	40.0	40.0	40.0	40.0	40.0	20.0	10.0	10.0	10.0	250.0	\$ 30,500.00
Expenses	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 100.00	\$ 50.00	\$ 50.00	\$ 50.00		\$ 1,250.00
Project Support										0.0	\$ -
ProjMgr+Controls	10.0	10.0	10.0	10.0	10.0	5.0	5.0	5.0	5.0	70.0	\$ 13,300.00
Proj Website Tech										0.0	
TOTAL HOURS	50.0	50.0	50.0	50.0	50.0	25.0	15.0	15.0	15.0	320.0	\$ 45,050.00

SMITH & RIO VISTA PARKS

1. SUMMARY

- a. Modified Staffing Plan
- b. Scaled back ramp-up of CM Staff Support
- c. Limited to previous budget

2. SCOPE/ASSUMPTIONS

- a. As set forth in Amendment #1

3. BUDGET & RATES

- a. Services thru 03/29/13

Senior CM	776	\$	112,535	Upgraded position from Asst CM
Constr Mgr	802	\$	102,669	
Project Support	845	\$	42,250	Reduced position and rate
Controls+PM	381	\$	72,371	
Website	6	\$	330	Reduced Hours
Expenses		\$	5,270	
SubTotals	2,810	\$	335,425	

Senior CM	418	\$	60,596	Upgraded position from Asst CM
Constr Mgr	432	\$	55,283	
Project Support	455	\$	22,750	Reduced position and rate
Controls+PM	205	\$	38,969	
Website	4	\$	220	Reduced Hours
Expenses		\$	2,838	
SubTotals	1,514	\$	180,656	

4,324 \$ 516,080

Same Scope, Assumptions, etc as Amendment #1

2012 RATE TABLE		
Resource	Rate/hr	
Senior Construction Mgr	145	
Construction Mgr	128	Normalized current rate
Project Support	50	Reduced position and rate
Controls+PM	190	
Website Tech	55	