



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

Tuesday, October 9, 2012
Regular Meeting 6:00 p.m.
Council Chamber
6615 Passons Blvd.
Next Resolution No. 6704
Next Ordinance No. 1073
Next Agreement No. 12-1346

COMMISSIONERS SCHEDULED TO BE PRESENT:

Tommy Elisaldez, Planning Commission
Rod Torres, Parks & Recreation Commission

INVOCATION:

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

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATIONS:

- Central Water Basin 60th Anniversary Award Honoring Water Stewards

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

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

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

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

CONSENT CALENDAR ITEMS:

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

1. Minutes:

- City Council meeting of September 25, 2012

Recommendation: Approve

- Planning Commission meeting of September 17, 2012

Recommendation: Receive and file.

2. 6th Warrant Register of the 2012-2013 Fiscal Year. (700)

Check Numbers: 253764-253984

Special Checks Numbers: None.

Recommendation: Approve

3. Installation of Traffic Control Devices – Congestion Relief and Traffic Safety.

Recommendation: (500)

1. Receive and file.

4. Rosemead Boulevard/Mines Avenue Intersection Improvements, CIP No. 21221 – Notice of Completion. (500)

Recommendation:

1. Accept as complete, effective September 21, 2012, work performed by E.C. Construction Company on the Rosemead Boulevard/Mines Avenue Intersection Improvements, CIP No. 21221;
2. Instruct the City Clerk to file the Notice of Completion with the Los Angeles County Recorder; and
3. Approve Change Orders No. 1, No. 2 and No. 3 for a total amount of \$24,020 necessary to fund additional project improvements and authorize the Director of Public Works to execute the change orders.

5. Increase the Amount of the Purchase Order for JAS Pacific, Inc. Supplementing the Contract for Additional Building Inspection Services. (500)

Recommendation:

1. Approve an increase to the purchase order for JAS Pacific, Inc. in the amount of \$30,000 to cover anticipated hourly contract service needs for a building inspector.

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.

CLOSED SESSION:

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION/AGREEMENT

Pursuant to Government Code Section § 54957

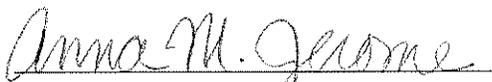
Title: City Manager

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 5th day of October, 2012.

Dated this 5th, day of October, 2012

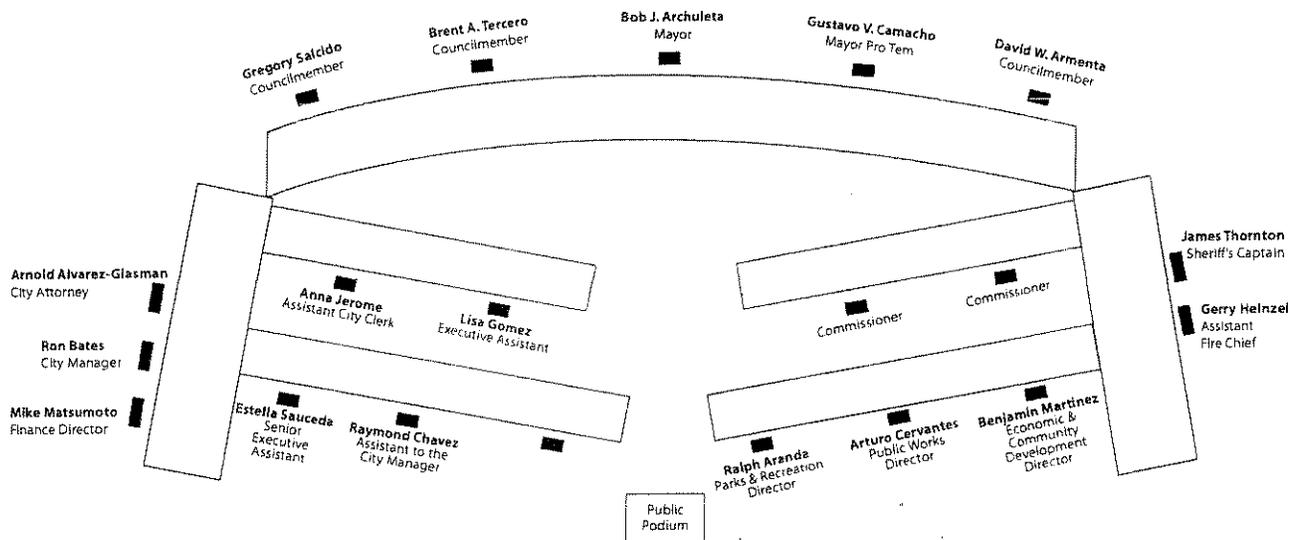


Anna M. Jerome, CMC
Assistant City Clerk

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).



Tuesday, September 25, 2012

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

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

PRESENT: Armenta, Camacho, Salcido, Tercero, Archuleta

ABSENT: None

COMMISSIONERS PRESENT:

Ruben Garcia, Planning Commission

Paul Gomez, Parks & Recreation Commission

INVOCATION: Planning Commissioner Ruben Garcia

PLEDGE OF ALLEGIANCE: Parks & Recreation Commissioner Paul Gomez

SPECIAL PRESENTATIONS:

- Presentation of Final Report and Recommendations from Public Works Efficiency Study at 5:15 p.m. was held in the Main Conference Room.
- Presentation by NASA representative Judy Gregory.

PUBLIC HEARING:

1. **Public Hearing – The Community Development Block Grant Consolidated Annual Performance and Evaluation Report for Fiscal Year 2011-12. (1600)**

Mayor Archuleta opened the public hearing and noted that there was no written communications or public comment cards to provide public testimony.

Mayor Archuleta closed the public hearing.

Mayor Pro Tem Camacho asked for an update on the façade program.

City Manager Bates stated that part of the challenge of the façade program is to find businesses that meet the federal criteria. Community and Economic Development Director Martinez added that the program has been a priority and that it is not an easy program to utilize as it has many rules. He stated that staff has been working with a consultant that will help the city to meet and process the design, plans and so forth. He added that staff is currently waiting for the new Environmental Review Report that is almost complete and that there are at least three to four applicants that are ready to go once everything is in order.

Mayor Archuleta pointed out that some of the issues with the program are with the property owner and not the business owner.

Motion by Councilmember Salcido, seconded by Councilmember Armenta to approve the Consolidated Annual Performance and Evaluation Report.

AYES: Armenta, Camacho, Salcido, Tercero, Archuleta

NOES: None

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

CONSENT CALENDAR:

2. Minutes:

- Approved City Council meeting of September 11, 2012
- Received and filed Parks & Recreation meeting of August 9, 2012
- Received and filed Planning Commission meeting of July 2, 2012

3. Approved 5th Warrant Register of the 2012-2013 Fiscal Year. (700)

Check Numbers: 253582-253763

Special Checks Numbers: None.

4. Telegraph Road Landscape Median Improvements, CIP No. 21232 – Reject all Bids and Re-Advertise Construction. (500)

1. Rejected all submitted bids for the Telegraph Road Landscape Median Improvements Project, Federal Project Nos. HSIPL-5351(022), CIP No. 21232, and authorized the City Clerk to re-advertise the Notice Inviting Bids.

5. Passons Boulevard Underpass Project (CIP No. 20053) – Approval of Change Orders. (500)

1. Approved Change Order Nos. 1 through 15 in the total amount of \$293,693 for the construction contract with Brutoco Engineering & Construction, Inc. for the Passons Boulevard Underpass Project, CIP No. 20053 necessary to fund additional project improvements and authorized the Director of Public Works to execute said change orders.

6. Telegraph Road Landscape Median Improvements Project, CIP No. 21232 – Award Professional Services Agreement for Construction Management Services. (500)

1. Awarded a Professional Services Agreement to Onward Engineering for Construction Management Services for the Telegraph Road Landscape Median Improvements, CIP No. 21232 for a not-to-exceed amount of \$79,470 and authorized the Mayor to execute the agreement in a form approved by the City Attorney.

Agreement No. 12-1343

Motion by Councilmember Armenta, seconded by Councilmember Salcido to approve Consent Calendar items 2 through 6. Motion carries by the following roll call vote:

AYES: Armenta, Camacho, Salcido, Tercero, Archuleta

NOES: None

CONSENT CALENDAR ITEMS PULLED: None.

LEGISLATION: None.

NEW BUSINESS:

Mayor Pro Tem Camacho requested that staff identify containers that are placed throughout the city for the public to donate clothes. He stated there are plenty of organizations that could be utilized for this cause, and stated that the containers are becoming a place for people to dump mattresses and other unwanted items and requested that the containers be removed.

Mayor Archuleta requested that Public Works staff work with Grace Napolitano's office to acquire transportation funding for Rivera Road in order to provide sound barriers to reduce train noise. He also requested that staff work with the railroad in abating graffiti on railroad property.

OLD BUSINESS:

In compliance with AB 1234, Mayor Pro Tem Camacho reported on his attendance at the Annual California League of Cities in San Diego stating the conference covered topics such as Redevelopment Agencies, Labor Negotiations, Social Media, and Food Trucks. He spoke of the complexities associated with the Redevelopment Agencies and the talent of the City Manager and Finance Director to keep the city on track and potential food truck services issues.

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

Nora Chen, Rivera Librarian:

- Addressed the City Council to speak on a library bookmark contest program for grades K-12; library has partnered with In-N-Out Burgers to offer a free burger for participants who read five (5) books; participants who attend the Yoga Workshop will receive a free Yoga mat.

George Merino:

- Addressed the City Council to recognize past City Council members and Sheriff for a job well done in curbing prior cruising issues and keeping the city clean and safe. He asked that the issue of illegal street vendors and metal street scavengers be addressed by city staff and the Sheriff.

Recessed to Closed Session at 6:48 p.m.

ALL MEMBERS WERE PRESENT

Reconvened from Closed Session at 7:10 p.m.

ALL MEMBERS WERE PRESENT

CLOSED SESSION:

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

6th WARRANT REGISTER OF THE 2012-2013 FISCAL YEAR

MEETING DATE: 10/09/12

TOTAL REGISTER AMOUNT: \$851,553.39

CHECK NUMBERS: 253764-253984

SPECIAL CHECK NUMBERS:

REGULAR CHECK TOTAL: \$851,553.39

SPECIAL CHECK TOTAL:

TOTAL REGISTER AMOUNT: \$851,553.39

Pursuant to Government Code Section § 54856.9(a)
Water Replenishment District (WRD) v. City of Pico Rivera Case No. VC060592
City of Pico Rivera v. Water Replenishment District (WRD) Case No. BS139228

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

ADJOURNMENT:

Mayor Archuleta adjourned the City Council meeting at 7:11 p.m. There being no objection it was so ordered.

AYES: Armenta, Camacho, Salcido, Tercero, Archuleta

NOES: None

Bob J. Archuleta, Mayor

ATTEST:

Anna M. Jerome, Deputy City Clerk

I hereby certify that the foregoing is a true and correct report of the proceedings of the City Council regular meeting dated September 25, 2012 and approved by the City Council on October 9, 2012.

Anna M. Jerome, Deputy City Clerk



Monday, September 17, 2012

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

STAFF PRESENT:

Julia Gonzalez, Deputy Director of Community and Economic Development
Guille Aguilar, Senior Planner
John W. Lam, Deputy City Attorney
Alicia Villanueva, Recording Secretary

ROLL CALL:

PRESENT: Commissioners Celiz, Elisaldez, Garcia, Martinez, Zermeno

ABSENT: None

FLAG SALUTE: Led by Commissioner Elisaldez

APPROVAL OF MINUTES:

July 2, 2012

It was moved by Commissioner Martinez to approve the minutes of July 2, 2012 as submitted, seconded by Commissioner Elisaldez. Motion carried by the following roll call vote:

AYES: Celiz, Elisaldez, Garcia, Martinez, Zermeno

NOES: None

ABSTAIN: None

ABSENT: None

PUBLIC HEARING – CONDITIONAL USE PERMIT NO. 711 – A REQUEST TO UPGRADE FROM A TYPE 41 TO A TYPE 47 ALCOHOL LICENSE TO ALLOW THE SERVING OF DISTILLED SPIRITS IN ADDITION TO THE SERVING OF BEER AND WINE IN AN EXISTING SIT-DOWN RESTAURANT AT 9040 SLAUSON AVENUE IN THE GENERAL COMMERCIAL (C-G) ZONED DISTRICT

Senior Planner Guille Aguilar proceeded to present the staff report dated September 17, 2012. She described the location of the project site and stated that the restaurant has

existed at the site for over 30 years, and has maintained a license to serve beer and wine since 1979. The current owners purchased the business in 2011 and have operated under the business name Mariscos Las Sirenas. Their intent is to offer patrons with additional beverage options, in order to increase clientele and to be more competitive with nearby restaurants. Mariscos Las Sirenas is a full service restaurant which specializes in a variety of Mexican and sea food dishes. Its hours of operation are 11:00 a.m. to 1:00 a.m., Monday through Friday, and 10:00 a.m. to 1:00 a.m. Saturdays and Sundays.

Ms. Aguilar commented on other nearby businesses that sell beer, or beer and wine, and/or distilled spirits. Out of the eight nearby businesses the only businesses that have approval to sell beer, wine and distilled spirits are the Tamarack Inn and Casa Gamino. Lastly, she commented on the security measures within the business building, and stated that both the Sheriffs and the Department of Alcoholic Beverage Control do not have any issues with the issuance of approval.

Commissioner Zermeno inquired about the room capacity.

Commissioner Garcia commented that if the business is not going to have a bar area for the preparation of drinks, what method will be used to prepare beverages and what type of drinks will be proposed with hard spirits.

Ms. Aguilar stated she did not have any specifics on the type of drinks that will be served, but the license requires that the alcohol drinks be served with food.

Chairperson Zermeno asked for public testimony.

Jorge Barrales, business owner of Mariscos Las Sirenas, stated the room capacity is 150, and that alcohol beverage will only be sold with food.

Chairperson Zermeno asked if the establishment is only a restaurant or entertainment as well.

Mr. Barrales stated it is a restaurant and there is Karoke.

Chairperson asked about status of Karoke permit.

Ms. Aguilar stated that the business has an entertainment approval from the Planning Division. The second stage is to obtain an entertainment permit from the Revenue License Division which is in process.

Commissioner Garcia asked how the owners planned to regulate the sale of drinks with the food service of the restaurant and Karoke taking place at once.

Chairperson Zermeno asked if the permit required the person to order food when buying a drink, or can the person order chips and salsa and still order a drink, what are the food limits.

Ms. Gonzalez, stated Condition Number 12, specifically stated that alcohol must be served in conjunction with food service only.

Mr. Barrales stated that presently with his current license if a customer comes in for beer and Karoke his employee's will not sell beer without the customer buying an appetizer or dinner; if the Type 47 permit is approved this policy will continue.

Chairperson Zermeno stated he did not realize that in the City of Pico Rivera a person cannot come in and order a beer or class of wine in one of city's establishments without ordering food.

Ms. Gonzalez, stated that this is the way it is being proposed in the conditions of approval.

Commissioner Elisaldez asked if the condition only applied to the conditional use permit being presented.

Ms. Gonzalez replied in the affirmative.

Mr. Lam stated that it depends on the type of ABC license, there are certain types of licenses which the ABC regulates and allows for the sale without food; however, the item before the Commission is not that type.

Commissioner Celiz asked if the reason for the requirement of food to be sold with alcohol was due to the lack of bar area.

Mr. Lam stated that theoretically under this type of license even if there was a traditional bar, food would have to be served at the bar because ABC regulates the type of service that is allowed.

There being no further testimony, it was moved by Commissioner Martinez, seconded by Commissioner Garcia to close the public hearing. Motion carried by the following

roll call vote:

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

There being no further discussion, it was moved by Commissioner Martinez, seconded by Commissioner Celiz to adopt the Resolution approving Conditional Use Permit No. 711, subject to conditions of approval. Motion carried by the following roll call vote:

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

PUBLIC COMMENTS: None

NEW BUSINESS:

Ms. Gonzalez announced the retirement of Executive Assistant Alicia Villanueva and introduced Alma Rodriguez from Finance Department who will be assisting. Mr. Scott Nichols, Assistant City Attorney will also be retiring and Mr. John Lam, Deputy City Attorney will be the new Planning Commission attorney.

Mr. Lam briefly introduced himself and stated he looked forward to working with the Commission.

Chairperson Zermeno invited everyone to the Lyons Club's Car Show on October 14th.

PLANNING COMMISSION REPORTS:

- a) City Council Meeting of July 10, 2012 – Received and Filed.
- b) City Council Meeting of July 24, 2012 – Received and Filed
- c) City Council Meeting of August 14, 2012 – Received and Filed.
- d) City Council Meeting of September 11, 2012 – Received and Filed
- e) Planning Commission Representative to the City Council Meeting of Tuesday, September 25, 2012 – to be confirmed at a later date by Commissioner Ruben Garcia

There being no further business the Planning Commission meeting was adjourned at 6:24 p.m.



Fred Zermeño, Chairperson

ATTEST:



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



To: Mayor and City Council

From: City Manager

Meeting Date: October 9, 2012

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

Recommendation: Receive and file.

Fiscal Impact: \$4,000 (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.

Loch Alene Avenue at Washington Boulevard

Staff received a request to improve traffic circulation and vehicle queuing at the intersection of Loch Alene Avenue and Washington Boulevard (Intersection). The concern was that of vehicles parked along the west curb of Loch Alene Avenue, near the Intersection, impeding southbound vehicles from moving over to make right turns onto Washington Boulevard. Staff conducted field surveys at the Intersection during the morning and late afternoon peak hours, coinciding with student drop-off and pick-up times. As a result of vehicles parked along the west curb, staff observed longer-than-normal southbound vehicle queues on Loch Alene Avenue. To increase the capacity and reduce the queuing for the southbound vehicles during El Rancho High School drop-off and pick-up hours, staff implemented a parking restriction (Restricted Parking Zone) along the west side of Loch Alene Avenue, just north of Washington Boulevard, for approximately 100 feet. The Restricted Parking Zone was

implemented with signage that prohibits parking from 7:30 A.M. to 8:30 A.M. and from 2:30 P.M. to 3:30 P.M., Monday through Friday.

Loch Alene Avenue and Homebrook Street

Staff received a request to install student crosswalks at the intersection of Loch Alene Avenue and Homebrook Street. The finding of the traffic study was that a substantial number of pedestrians cross the street during school pick-up and drop-off hours at El Rancho High School. The warrant for the installation of a pedestrian crosswalk was met since more than 100 pedestrians were counted crossing the street during a four hour period.

In an effort to promote pedestrian safety, staff installed a high visibility yellow crosswalk at Loch Alene and Homebrook Street, ADA access ramps and "SLOW SCHOOL XING" pavement markings and signage. All said improvements met the requirements of 2012 Manual for Uniform for Traffic Control Devices, a State standard.

Project Cost

The total cost for the installation of striping and signage for both of the items above was \$4,000. This included engineering (\$500), labor (\$2,000) and materials (\$1,500).



Ronald Bates

RRB:AC:RG:JL:lg

Enc.

- 1) Attachment "A" - Traffic Analysis - Loch Alene Avenue at Washington Boulevard
- 2) Attachment "B" - Traffic Analysis - Loch Alene Avenue at Homebrook Street

CITY OF PICO RIVERA
MEMORANDUM

Date: September 21, 2012

To: City Manager

From: Director of Public Works/City Engineer

Subject: LOCH ALENE AVENUE TRAFFIC CONGESTION EVALUATION

Staff received a request to perform a traffic analysis at the Loch Alene Avenue and Washington Boulevard intersection (Intersection). The study was to assess the need for parking restrictions and to evaluate vehicle queuing during the drop-off and pick-up hours at El Rancho High School. Figure 1 presents a vicinity map of the area.

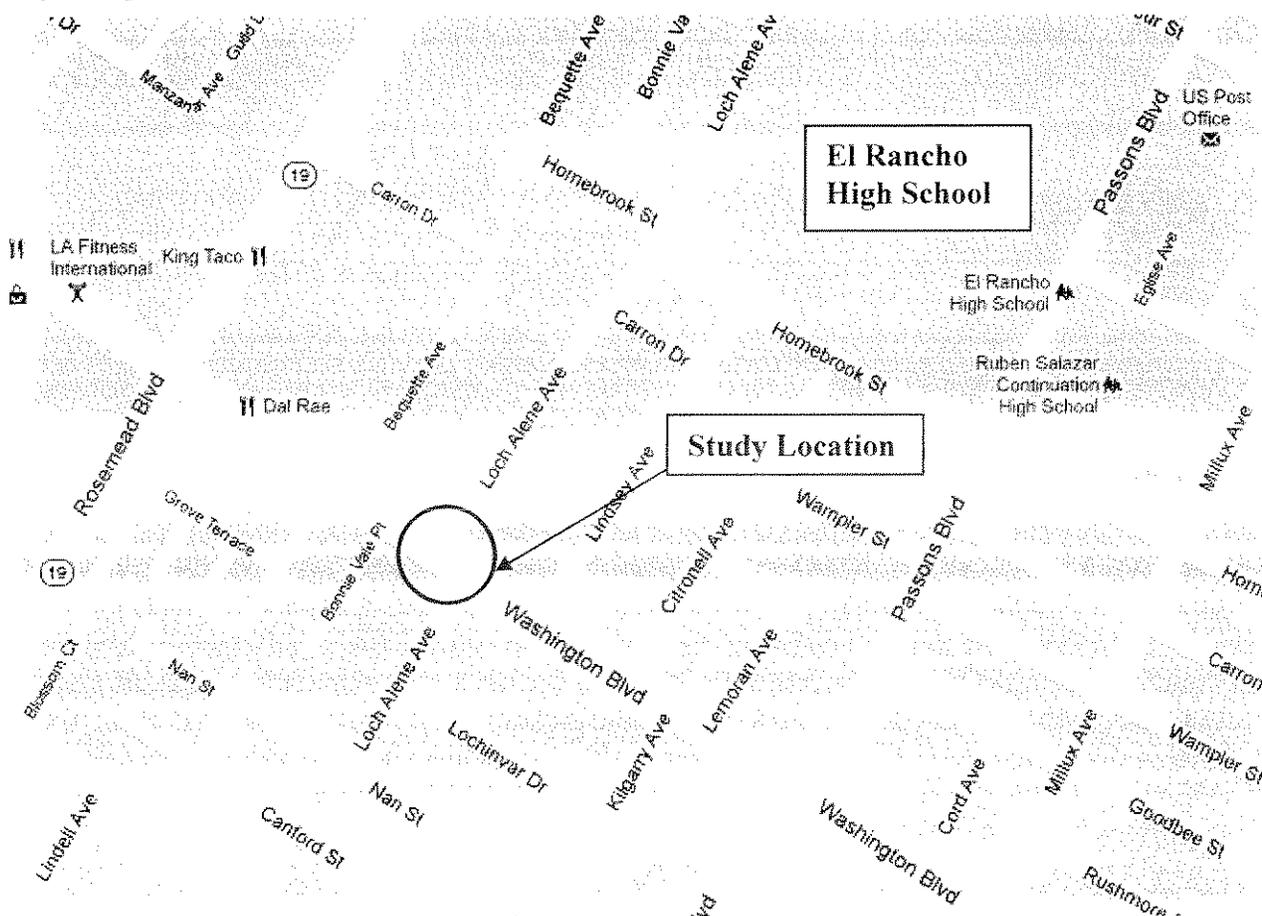


Figure 1: Vicinity Map

Roadway Features

Loch Alene Avenue is a residential street with on-street parking on both sides of the street and a prima fascia speed limit of 25 MPH. Washington Boulevard is classified as a major arterial with no parking any time signs on both sides of the street and a posted speed limit of 40 MPH. Figure 2 presents an aerial photograph of the subject area.

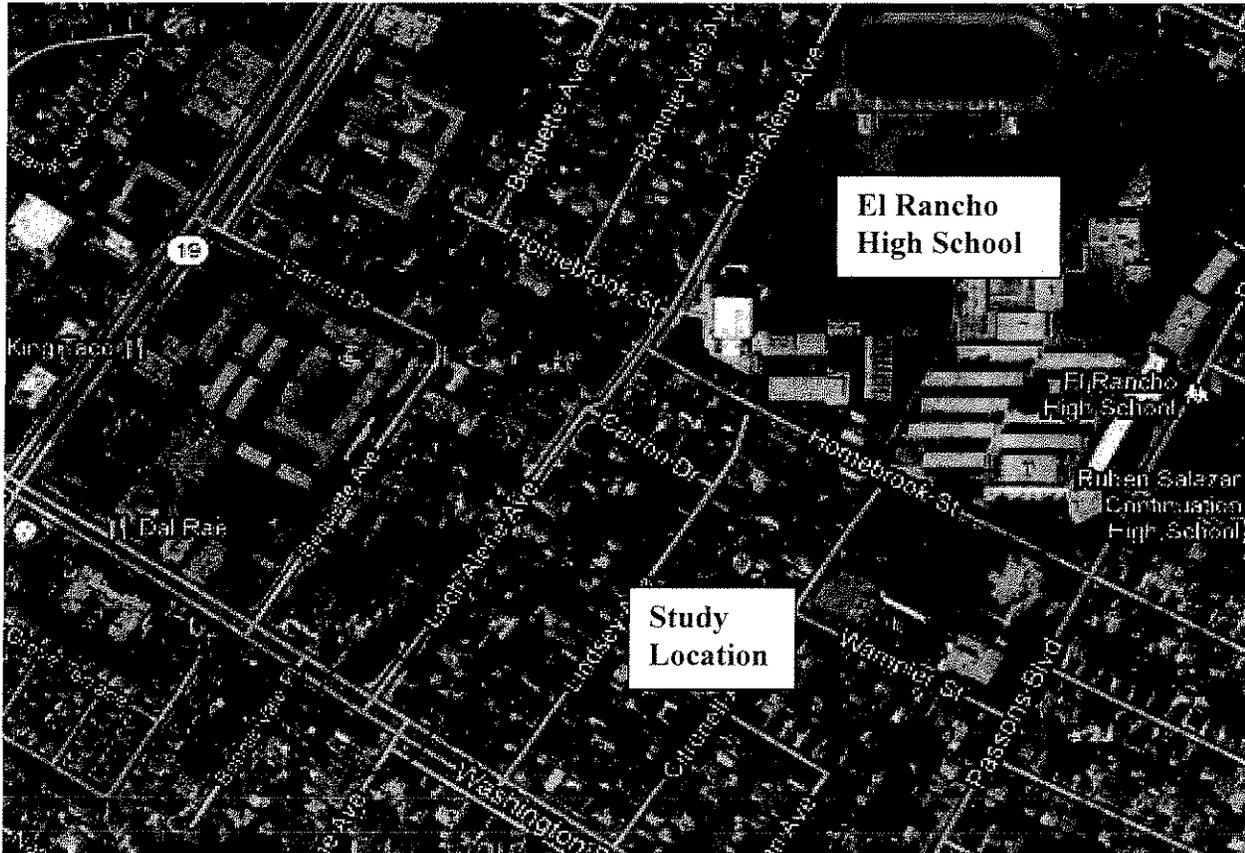


Figure 2: Aerial Photograph

Background

Five months ago, City staff implemented timing modifications during the morning and off-peak hours at the traffic signal at Loch Alene Avenue and Washington Boulevard. In order to reduce the queuing for southbound traffic on Loch Alene Avenue, additional time was given to this approach during the peak hours. In addition, the southbound lane was widened to create de facto right-turn and left-turn lanes to increase the flow of traffic at this approach. The de facto left/right-turn lanes appear to be performing satisfactorily since more vehicles enter the intersection during a green-time interval. In order to accommodate the newly configured lanes, existing red curb was extended along the east side of Loch Alene Avenue. Two (2) on-street parking spaces were eliminated.

Analysis

During a recent field survey, staff noticed that vehicles were parked inside the de facto left/right-turn lane along the west side of Loch Alene Avenue, just north of Washington Boulevard. When vehicles are parked within this de facto left/right-turn lane, right-turning vehicle flows are forced into the de facto left-turn lane thereby reducing the volume of vehicles that enter the intersection during a green-time interval for the morning and off-peak hours.

Recommendation

In order to increase the capacity and reduce the queuing for the southbound de facto left/right turn lane during El Rancho High School drop-off and pick-up hours, staff is proposing to implement a parking restriction along the west side of Loch Alene Avenue, just north of Washington Boulevard, for approximately 100 feet. The parking restriction will be implemented with signage from 7:30 A.M. to 8:30 A.M. and from 2:30 P.M. to 3:30 P.M. Monday through Friday. Three (3) on-street parking spaces will not be used within the parking restriction zone. Notification letters were delivered to the affected residents. Comments regarding the parking restrictions have not been submitted to date.

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

AC:JL:lg



CITY OF PICO RIVERA
MEMORANDUM

Date: September 24, 2012

To: City Manager

From: Director of Public Works/City Engineer

Subject: CROSSWALK AT HOMEBROOK STREET
AND LOCH ALENE AVENUE

Staff received a request to perform crosswalk evaluations at Homebrook Street and Loch Alene Avenue, adjacent to El Rancho High School. A significant number of El Rancho High School students cross the street without safe crossing facilities at the intersection. Figure 1 presents a vicinity map of the area.

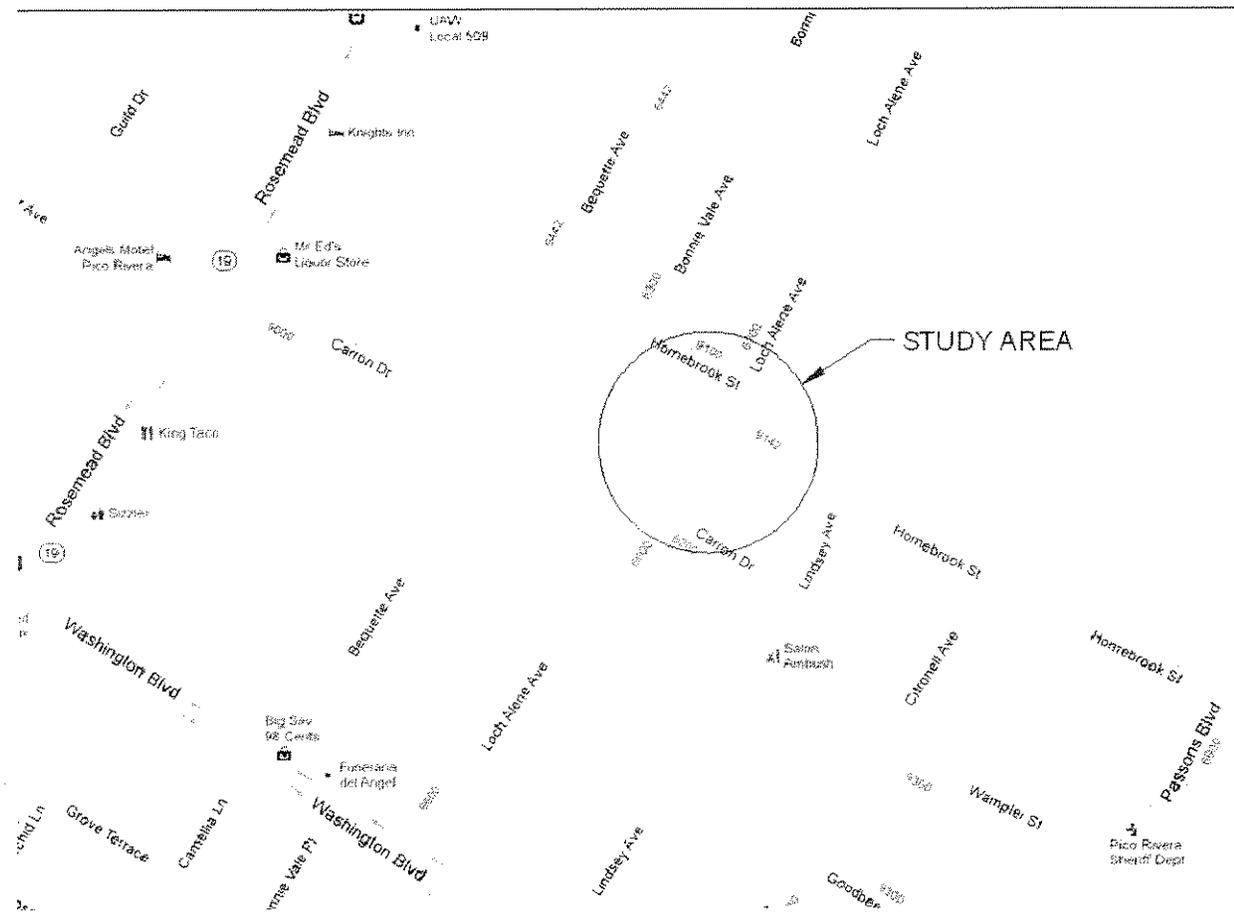


Figure 1: Vicinity Map

Background

Loch Alene Avenue and Homebrook Street (West approach only) are both residential streets with a prima facie speed limit of 25 MPH. Parking is permitted on both sides of each street. The east approach of Homebrook Street is a private alley approach that serves El Rancho High School. Figure 2 presents an aerial photograph of the subject area.

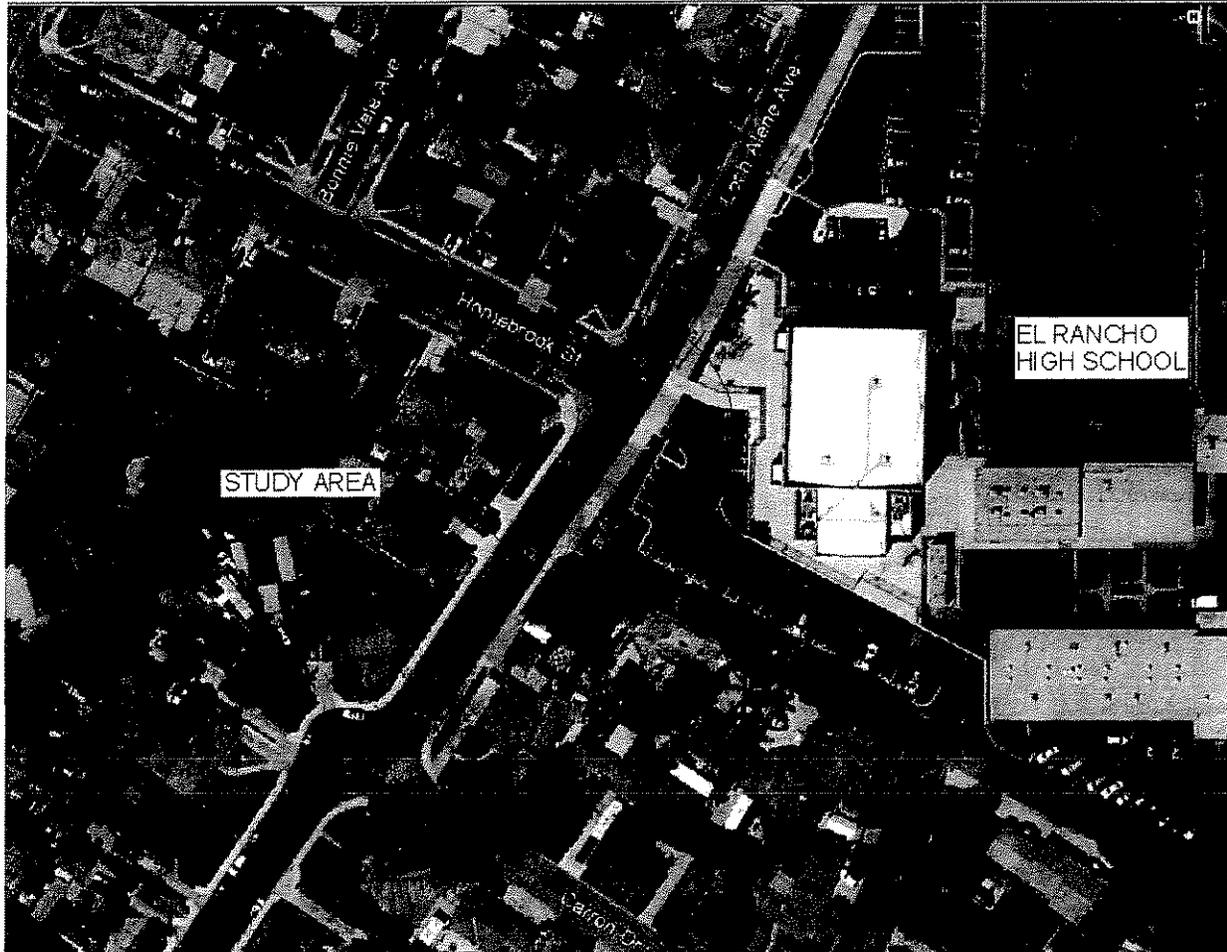


Figure 2: Aerial Photograph

Investigation

A field investigation was conducted to determine the need for high visibility crosswalks with appropriate Americans with Disabilities Act (ADA) access ramps at the intersection of Loch Alene Avenue and Homebrook Street. Staff observed the pedestrian movements during school pick-up and drop-off hours, and performed pedestrian counts. As pedestrian counts were obtained, staff noticed a disabled student in a wheel chair using the existing drive approach on the east side of Loch Alene Avenue as an access ramp to cross Loch Alene Avenue. The warrant for the installation of a crosswalk was met since more than 100 pedestrians were counted crossing the intersection for any four hours of the day per 2012 MUTCD guidelines.

Loch Alene Avenue and Homebrook Street form a T-intersection. The existing driveway across Homebrook Street provides access to one of El Rancho High School's parking lots. There are existing access ramps on the northwest and southwest corners of the intersection. To

accommodate the high number of students crossing Homebrook Street and Loch Alene Avenue, new crosswalks need to be implemented on the eastside of Loch Alene Avenue (crossing Homebrook Street) and crossing Loch Alene Avenue. Below is Table 1 providing a summary of pedestrian counts for three consecutive days.

<u>Pedestrian Counts @ Loch Alene Ave. and Homebrook St.</u>			
	Tuesday Feb/21/2012	Wednesday Feb/22/2012	Thursday Feb/23/2012
7:00-7:15am	4	6	4
7:15-7:30am	7	8	7
7:30-7:45am	61	74	81
7:45-8:00am	73	83	72
8:00-8:15am	16	8	7
8:15-8:30am	3	3	2
8:30-8:45am	2	4	3
8:45-9:00am	0	3	0
Total	166	189	176
2:00-2:15pm	13	6	3
2:15-2:30pm	6	8	7
2:30-2:45pm	92	26	82
2:45-3:00pm	101	81	83
3:00-3:15pm	52	115	57
3:15-3:30pm	7	57	35
3:30-3:45pm	2	11	21
3:45-4:00pm	0	6	3
Total	273	310	291

Table 1: Pedestrian Counts

Recommendation

In an effort to promote pedestrian safety adjacent to El Rancho High School, the following recommendations are presented:

1. Install high visibility crosswalks at Loch Alene Avenue and Homebrook Street.
2. Install "SLOW SCHOOL XING" pavement markings and signage per 2012 MUTCD standards.
3. Construct handicap access ramp (Case "A", Type 1) per the Standard Plans for Public Works Construction (SPPWC) on the west side of Loch Alene Avenue, just north of parking lot driveway. See Figure 3 below.

CROSSWALKS AT HOMEBROOK STREET
AND LOCH ALENE AVENUE

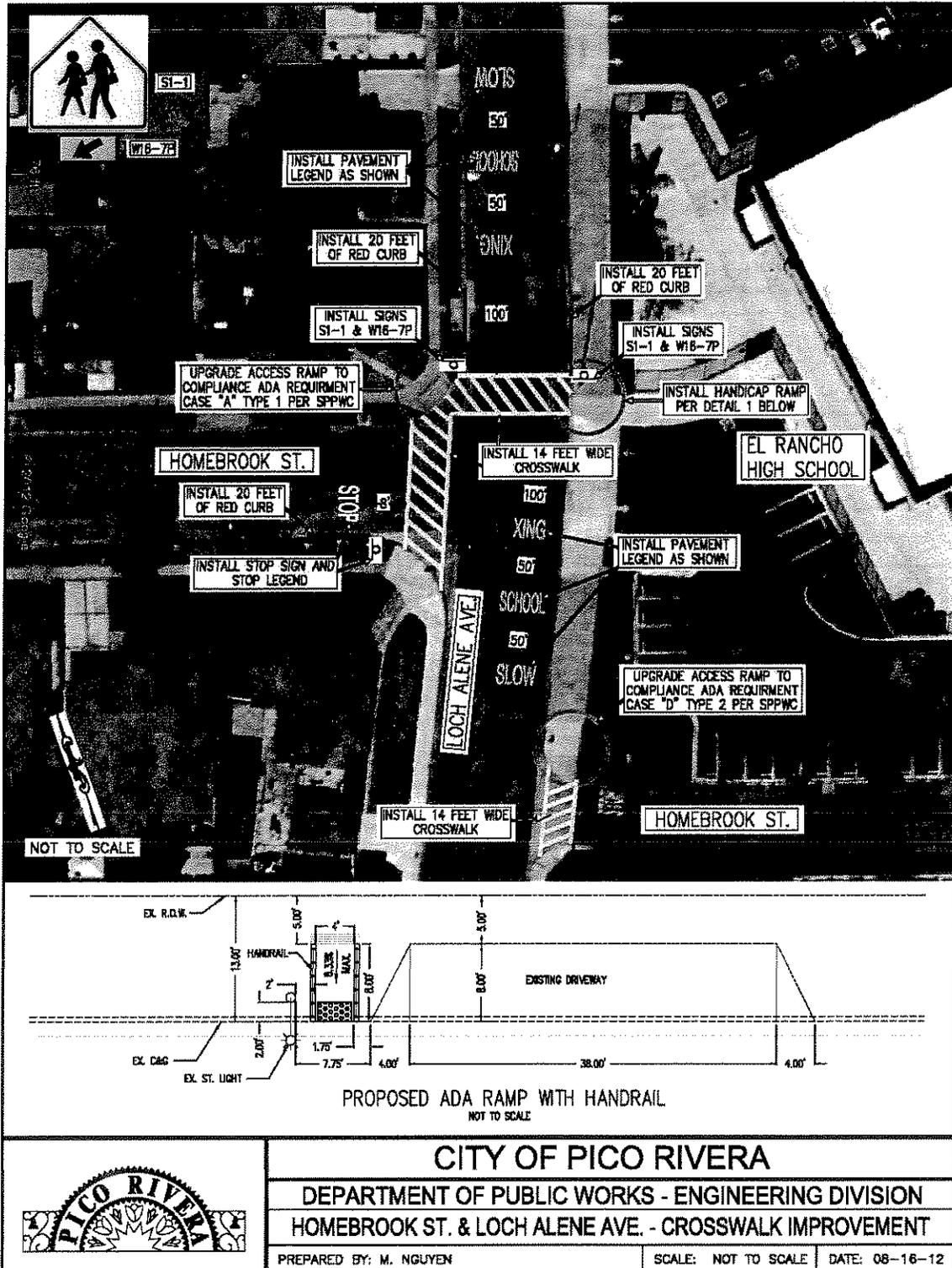


Figure 3: Proposed Handicap Access Ramp and Crosswalk



To: Mayor and City Council

From: City Manager

Meeting Date: October 9, 2012

Subject: ROSEMEAD BOULEVARD/MINES AVENUE INTERSECTION IMPROVEMENTS, CIP NO. 21221 – NOTICE OF COMPLETION

Recommendation:

- 1) Accept as complete, effective September 21, 2012, work performed by E.C. Construction Company on the Rosemead Boulevard/Mines Avenue Intersection Improvements, CIP No. 21221; and
- 2) Instruct the City Clerk to file the Notice of Completion with the Los Angeles County Recorder; and
- 3) Approve Change Orders No. 1, No. 2 and No. 3 for a total amount of \$24,020 necessary to fund additional project improvements and authorize the Director of Public Works to execute the change orders.

Fiscal Impact: \$796,887 (Proposition C)
Account No. 210-7300-44500-00021221

Discussion:

At their March 13, 2012 meeting, the City Council awarded a construction contract in the amount of \$535,331 to E.C. Construction Company for the construction of the Rosemead Boulevard/Mines Avenue Intersection Improvements, CIP No. 21221 (Project).

Construction was completed in two phases; the second phase was completed on September 21, 2012. The final construction cost was \$559,351, inclusive of the original construction contract (\$535,331) and change orders (\$24,020).

Three change orders were necessary for additional work as follows:

- Change Order No. 1, in the amount of \$6,380, was for additional work associated with a modification to the traffic signal foundation that was in conflict with two (2) water mains;
- Change Order No. 2, in the amount of \$3,826, was for additional traffic signage and striping needed to increase visibility of the new landscaped islands; and

- Change Order No. 3, in the amount of \$13,814, was necessary to adjust the estimated bid quantities to actual construction quantities in the areas of excavation, roadway paving, sidewalk, access ramps, and curb and gutter.

The Project was completed on time and under budget. The total project budget was \$800,000 and the final cost was \$796,887, inclusive of design (\$44,180), construction management (\$56,783), construction (\$559,351), Pico Water System improvements (\$52,157) and project management costs such as job costing (\$84,416).

The project was fully funded with State Proposition C funds.

Project Description

The project focused on Mines Avenue from Rosemead Boulevard to Lindsey Avenue. Among the project features was a new traffic signal at the intersection of Mines Avenue and Rosemead Boulevard; an expansion of street corners to reduce the roadway width of Mines Avenue; pavement rehabilitation with new signing and striping; new parkway islands; protected street parking; sidewalk improvements; curb and gutter repairs and Americans with Disabilities Act (ADA) upgrades.

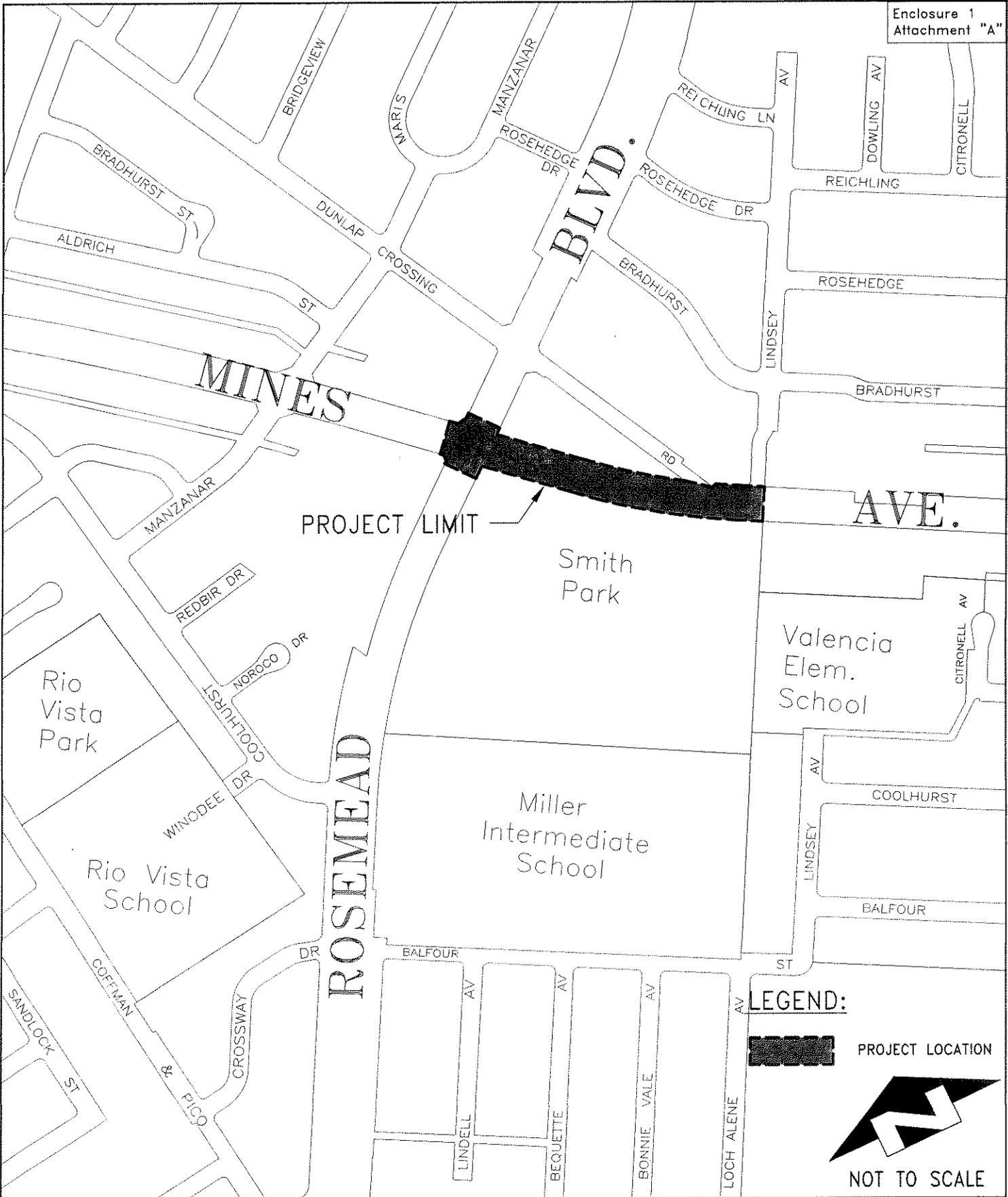


Ronald Bates

RRB:AC:GD:lg

Enc.

- 1) Attachment "A" – Vicinity Map
- 2) Attachment "B" – Roadway Plan
- 3) Attachment "C" – Change Order Nos. 1, 2, and 3



CITY OF PICO RIVERA

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION

ROSEMEAD BLVD. & MINES AVE. INTERSECTION VICINITY MAP

PREPARED BY: M. NGUYEN

SCALE: NOT TO SCALE

DATE: 10-01-12

City of Pico Rivera, Public Works Department
Contract Change Order



Date July 17, 2012 Change Order No. 01 Account/Contract No. 12-1284

Contractor E.C. Construction Account Code _____

Contract Date March 06, 2012 Account Code _____

Plan Reference _____

Change Order Amount \$6,379.82 Extension of Contract, if warranted 2 working days

Reason for Change: Two water lines (14" AC and 6" AC) were found to be in conflict with the standard foundation.

Description of Change: A credit for the standard signal foundation at southwest quadrant of the Rosemead Blvd/Mines Ave interserction. Additional costs for material and labor for the spread footing at the Rosemead Blvd/Mines Ave intersection.

Original Contract Amount	\$ 535,331.00
Total of previous authorized Change Orders	\$ -
New Change Order Amount	\$ 6,379.82
New Contract Amount	\$ 541,710.82

The Changes described above are hereby authorized.

Accepted by: _____ Date: _____
David Wilhite, E.C. Construction Co.
Contractor

Reviewed by: _____ Date: _____
Mauricio Zeledon, KOA/CBM
Construction Management

Approval
Recommended by: _____ Date: _____
Gladis Deras, Project Engineer

Approval
Recommended by: _____ Date: _____
Rene Guerrero, P.E., Assistant City Engineer

Approved by: _____ Date: _____
Arturo Cervantes, P.E.
Director of Public Works/City Engineer

City of Pico Rivera, Public Works Department
Contract Change Order



Date July 17, 2012 Change Order No. 02 Account/Contract No. 12-1284

Contractor E.C. Construction Account Code _____

Contract Date March 06, 2012 Account Code _____

Plan Reference _____

Change Order Amount \$3,826.04 Extension of Contract, if warranted 0 working days

Reason for Change: Additional signage and striping requested by the City

Description of Change: Install three (3) Type K island markers, install 680 L.F. of thermoplastic diagonal crosswalks, install one (1) Type 4 thermoplastic arrow and 120 L.F. of 8" Detail 38 thermoplastic striping.

Original Contract Amount	\$ 541,710.82
Total of previous authorized Change Orders	\$ -
New Change Order Amount	\$ 3,826.04
New Contract Amount	\$ 545,536.86

The Changes described above are hereby authorized.

Accepted by: _____ Date: _____
David Wilhite, E.C. Construction Co.
Contractor

Reviewed by: _____ Date: _____
Mauricio Zeledon, KOA/CBM
Construction Management

Approval
Recommended by: _____ Date: _____
Gladis Deras, Project Engineer

Approval
Recommended by: _____ Date: _____
Rene Guerrero, P.E., Assistant City Engineer

Approved by: _____ Date: _____
Arturo Cervantes, P.E.
Director of Public Works/City Engineer

City of Pico Rivera, Public Works Department
Contract Change Order



Date October 9, 2012 Change Order No. 03 Account/Contract No. 12-1284
Contractor E.C. Construction Account Code _____
Contract Date March 06, 2012 Account Code _____
Plan Reference _____
Change Order Amount \$13,814 Extension of Contract, if warranted 0 working days
Reason for Change: Adjustments from the estimated bid quantities to actual construction quantities

Description of Change:

Quantity Adjustments were made to the roadway paving, excation, sidewalk, curb and gutter.

Original Contract Amount	<u>\$ 535,331.00</u>
Total of previous authorized Change Orders	<u>\$ 10,205.86</u>
New Change Order Amount	<u>\$ 13,814.00</u>
New Contract Amount	<u>\$ 559,350.86</u>

The Changes described above are hereby authorized.

Accepted by: _____ Date: _____
David Wilhite, E.C. Construction Co.
Contractor

Reviewed by: _____ Date: _____
Mauricio Zeledon, KOA/CBM
Construction Management

Approval
Recommended by: _____ Date: _____
Gladis Deras, Project Engineer

Approval
Recommended by: _____ Date: _____
Rene Guerrero, P.E., Assistant City Engineer

Approved by: _____ Date: _____
Arturo Cervantes, P.E.
Director of Public Works/City Engineer



To: Mayor and City Council

From: City Manager

Meeting Date: October 9, 2012

Subject: INCREASE THE AMOUNT OF THE PURCHASE ORDER FOR JAS PACIFIC, INC., SUPPLEMENTING THE CONTRACT FOR ADDITIONAL BUILDING INSPECTION SERVICES.

Recommendation:

Approve an increase to the purchase order for JAS Pacific, Inc. in the amount of \$30,000 to cover anticipated hourly contract service needs for a building inspector.

Fiscal Impact:

The fiscal impact from this action will result in an additional expenditure of \$30,000 for a total of \$50,000 for building inspection services through June 30, 2013.

Discussion:

The City's Building Division has had an hourly contract with JAS Pacific, Inc. for several years to supplement building inspection services. Typically these services have been used when an inspector is out on vacation, on sick leave, or attending mandatory training. An informal bid process has demonstrated throughout the years that JAS Pacific, Inc. provides the most inexpensive hourly costs for building inspection services at \$55/hour. The most recent informal bid process was conducted in September 2012.

Due to recent budget cuts, a building inspector was eliminated and an hourly (part-time) building inspector from JAS Pacific, Inc was used to supplement the demand for inspections. An initial purchase order was opened in the amount of \$20,000 to cover the immediate expenses. It is now estimated that an additional \$30,000 will be required to cover the anticipated hourly building inspection services needed through the end of the

COUNCIL AGENDA MEMO – MTG.
OF OCTOBER 9, 2012
JAS PACIFIC, INC. CONTRACT SERVICES
Page 2 of 2

2012-2013 fiscal year. Therefore, staff is requesting an increase to the purchase order in the amount of \$30,000 for a total of \$50,000. Because of the slowdown in construction with the economic recession the workload has not yet increased to the point the City can justify hiring a new full-time position.



Ronald Bates

RB:BM:ED:ll

Attachments:
JAS Pacific, Inc. Agreement

**PROFESSIONAL SERVICES AGREEMENT 10-1169
BETWEEN THE CITY OF PICO RIVERA
AND JAS PACIFIC INC.**

1. IDENTIFICATION

This Professional Services AGREEMENT (hereinafter, "AGREEMENT") is made and entered into this ~~28th~~ day of June, 2010 by and between the City of Pico Rivera, a California municipal corporation (hereinafter, "CITY") and JAS Pacific Inc., Municipal Consulting and Engineering Services, a California Corporation (hereinafter, "JAS").

2. RECITALS

2.1 CITY has determined that it requires from JAS professional services related to Community Development, which are more particularly described in Exhibit 1 and 2, attached hereto.

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

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and JAS agree as follows:

3. DEFINITIONS

3.1 "Scope of Services": Such professional and licensed services as are set forth in Exhibits 1-2 attached hereto and incorporated by this reference.

3.2 "Cost of Services": Such compensation rates as are set forth in the in the *JAS Schedule of Fees*, attached hereto as Exhibit 3 and incorporated herein by this reference.

3.3 "Commencement Date": June 28, 2010.

3.4 "Expiration Date": June 30, 2011.

4. TERM

The term of this AGREEMENT shall commence on the Commencement Date and shall expire on the Expiration Date unless extended by written AGREEMENT of the parties or terminated earlier in accordance with Section 17 below. The term of this AGREEMENT may be renewed for up to a one year period upon mutual written agreement between the CITY and JAS.

5. JAS'S SERVICES

5.1 JAS shall perform the services identified in the Scope of Services. CITY shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this AGREEMENT.

5.2 JAS shall perform all work to the highest licensed professional standards of the profession and in a manner reasonably satisfactory to CITY. JAS shall comply with all applicable federal, state, and local laws and regulations (including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*)). During the term of this AGREEMENT, JAS shall not perform any work for another person or entity for whom JAS was not working at the Commencement Date if both (i) such work would require JAS to abstain from a decision under this AGREEMENT pursuant to a conflict of interest statute; and (ii) CITY has not consented in writing to JAS'S performance of such work.

5.3 JAS represents that it has, or will secure at its own expense, all licensed personnel required to perform the services identified in the Scope of Services. All such services shall be performed by JAS or under its supervision, and all personnel engaged in the work shall be qualified and licensed to perform such services.

6. COMPENSATION

6.1 CITY agrees to compensate JAS for the services provided under this AGREEMENT, and JAS agrees to accept in full satisfaction for such services, payment in accordance with the rates specified in the *JAS Schedule of Fees* and attached hereto as Exhibit 3 and incorporated herein by this reference.

6.2 JAS shall submit to CITY an invoice, at the conclusion of every month for services performed during prior thirty (30) days. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, CITY shall notify JAS in writing of any disputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to JAS.

6.3 Payments for any services requested in writing by CITY and not included in the Scope of Services shall be made to JAS by CITY on a time-and-materials basis using JAS'S standard fee schedule.

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

10.1 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. JAS acknowledges that CITY would not enter into this AGREEMENT in the absence of JAS'S commitment to indemnify and protect CITY as set forth herein.

10.2 To the full extent permitted by law, JAS 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 JAS 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.

10.3 CITY shall have the right to offset against the amount of any compensation due to JAS under this AGREEMENT any amount due to CITY from JAS as a result of JAS'S failure to pay CITY promptly any indemnification arising under this Section 10 and related to WILLMAN'S failure to either (i) pay taxes on amounts received pursuant to this AGREEMENT or (ii) comply with applicable workers' compensation laws.

10.4 The obligations of JAS under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. JAS expressly waives its statutory immunity under such statutes or laws as to CITY, its officers, agents, employees and volunteers.

10.5 JAS agrees to obtain executed indemnity AGREEMENTs with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of JAS in the performance of this AGREEMENT. In the event JAS fails to obtain such indemnity obligations from others as required herein, JAS agrees to be fully responsible and 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 JAS'S subcontractors or any other person or entity involved by, for, with or on behalf of JAS'S in the performance of this AGREEMENT. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY'S choice.

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

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

Notwithstanding any other CITY, state or federal policy, rule, regulation, law or ordinance to the contrary, JAS 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."

11. INSURANCE

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

11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and Completed operations hazard, contractual insurance, broad form property damage, independent JAS'S, personal injury.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this AGREEMENT with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

11.1.3 Worker's Compensation covering Security Personnel engaged in the furnishing of services under this AGREEMENT, including employer's liability as required by State law.

11.1.4 Professional Liability insurance against errors and omissions in the performance of the work under this AGREEMENT with coverage limits of not less than One Million Dollars (\$1,000,000).

11.2 JAS shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this AGREEMENT.

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

11.4 JAS 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 JAS'S expense, the premium thereon.

11.5 At all times during the term of this AGREEMENT, JAS 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. JAS shall, prior to commencement of work under this AGREEMENT, file with CITY'S Risk Manager such certificate(s).

11.6 JAS 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.

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

11.8 The insurance provided by JAS shall be primary to any coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of JAS insurance and shall not contribute with it.

11.9 All insurance coverage provided pursuant to this AGREEMENT shall not prohibit JAS, and JAS employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. JAS hereby waives all rights of subrogation against the CITY.

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

11.11 Procurement of insurance by JAS shall not be construed as a limitation of JAS'S liability or as full performance of JAS duties to indemnify, hold harmless and defend under Section 10 of this AGREEMENT.

12. MUTUAL COOPERATION

12.1 CITY shall provide JAS with all pertinent data, documents and other requested information as is reasonably available for the proper performance of JAS'S professional services under this AGREEMENT.

12.2 In the event any claim or action is brought against CITY relating to JAS'S performance in connection with this AGREEMENT, JAS shall render any reasonable assistance that CITY may require.

13. RECORDS AND INSPECTIONS

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

14. PERMITS AND APPROVALS

JAS shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this AGREEMENT.

15. NOTICES

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

If to CITY:

Community & Economic
Development Department
City of Pico Rivera
6655 Passons Blvd.
Pico Rivera, California 90660
Facsimile: (562) 949-0280

If to JAS:

Christine Tafolla
JAS Pacific Inc.
4295 Jurupa, Suite 203
Ontario, California 91761
Facsimile (909) 605-0319

The parties hereby agree to notify, in writing, of any a change in the contact person(s), mailing addresses and/or facsimile numbers.

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Sections 9 and 10 and Section 12, Paragraph 12.2, of this AGREEMENT shall survive the expiration or termination of this AGREEMENT.

17. TERMINATION

17.1. CITY shall have the right to terminate this AGREEMENT with or without cause on five (5) calendar days' written notice to JAS. JAS shall have the right to terminate this AGREEMENT with or without cause on sixty (60) calendar days' written notice to CITY. JAS 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.

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

18. GENERAL PROVISIONS

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

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

18.3 The captions appearing at the commencement of the sections hereof, and in any

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

18.4 The waiver by CITY or JAS 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 JAS unless in writing.

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

18.6 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.

18.7 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.

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

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

by CITY and JAS.

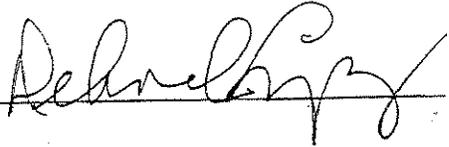
TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this AGREEMENT on the dates set forth below.

“CITY”

City of Pico Rivera

“JAS”

JAS, Serving Public Agencies

By: 

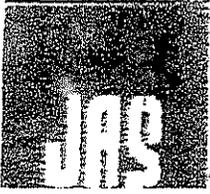
By: 

Date: 6/24/10

Date: 6/24/2010

Approved as to form:

By: 
Arnold Glassman, City Attorney



CORPORATE OFFICE: 4295 JURUPA AVENUE SUITE 203 ONTARIO CALIFORNIA 91761
 (909) 605-7777 FAX 909-605-0319

CENTRAL COAST OFFICE:
 200 SOUTH 13TH STREET,
 SUITE 210
 GROVER BEACH, CA. 93433

NEVADA OFFICE:
 HIGHWAY 895 N.
 SUITE 7-D
 GARDNERVILLE NEVADA
 89410

JAS PACIFIC, INC. Municipal Consulting and Engineering
 Services

177 N CHURCH, SUITE 200 TUCSON, AZ. 85701

TUCSON OFFICE:

ARROWHEAD OFFICE:
 669 LAKE DRIVE LAKE
 ARROWHEAD, CA. 92351

MISSOURI OFFICE

2900 WILLIAMSBURG TERRACE, SUITE H104 PLATTE CITY, MO. 64079
 December 21, 2006

Mr. Jeff Brauckmann
 Director of Community Development
 Community Development Department
 City of Pico Rivera
 6615 Passons Blvd.
 Pico Rivera, CA 90660

RE: Professional Services

JAS Pacific intends to provide the following services to the City of Pico Rivera; Building Inspector, as provided in "Exhibits 1-2".

These services shall be provided to the City of Pico Rivera on an as-needed basis and compensated as provided in "Exhibit 3".

We value and support the communities we serve and believe this is evident in our dealing and work relationships we have formed.

Once again, JAS Pacific, Inc. is pleased at the opportunity to assist the City of Pico Rivera with Professional Services. Should there be a specific area not addressed herein, please free to contact me at (909) 605-7777 so that I may accommodate you accordingly.

Respectfully,

Nicolle Stormon

Nicolle Stormon, Vice President JAS Pacific Consulting Services

BUILDING INSPECTION SERVICES

- a) Review thoroughly project specifications, plans, reports and calculations prior to inspection to ensure structural and architectural stability.
- b) Perform and document comprehensive field inspections on assigned construction projects to determine that all aspects of the project work conform to applicable and adopted Building, Plumbing, Mechanical and Electrical codes, as well as zoning ordinances, energy conservation and ADA requirements.
- c) Review plans for building construction, plumbing, mechanical and electrical systems.
- d) Participate in reviews regarding related projects with technical consultants, Fire Officials, Health Officials, and other influenced City and County Agencies.
- e) Prepare correction notices and notices of non-compliance during inspections and maintain a record of non-complying items and follow-up to resolutions of such items.
- f) Record conferences with contractors, engineers, architects and manufacturers.
- g) Utilize the City automated permit tracking system to obtain and record pertinent job information and records.
- h) Introduce effective ways to provide thorough documentation and reports for all investigations.
- i) Establish professional working relationships with all affected City Departments to streamline enforcement efforts.
- j) Ensure that the public interests for a safe environment are met.
- k) Uphold the perseverance of health, safety and welfare of the public.

JAS Pacific is pleased to provide the following Fee Schedule for Building and Safety Support services for the City of Pico Rivera. For Inspection, Enforcement and Technician overtime hours JAS Pacific shall receive time and half.

SUPPORT STAFF

Certified Building Inspector	\$55.00 per hour
------------------------------	------------------



CORPORATE OFFICE:
201 N EUCLID AVE. SUITE B
UPLAND, CA. 91786
T. 909.605.7777
F. 909.605.0319

JAS PACIFIC
JASON ADDISON SMITH CONSULTING SERVICES INC.
Municipal Consulting and Engineering Services

Contract Addendum

City of Pico Rivera (hereinafter "City") and Jason Addison Smith Consulting Services; DBA, JAS Pacific (hereinafter JAS) hereby stipulate and agree that the existing Agreement dated June 28th 2010 and attached hereto shall be revised to reflect a commencement date of June 28th 2011 and that said Agreement and this Amendment shall remain in full force and effect for a period of three years from the date of the Amendment.

A handwritten signature in black ink, appearing to be "JAS", written above a horizontal line.

JAS
(Jas Pacific)

A handwritten signature in black ink, appearing to be "B. 2", written above a horizontal line.

"Client"

