



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

Tuesday, October 23, 2012
Regular Meeting 6:00 p.m.
Council Chamber
6615 Passons Blvd.
Next Resolution No. 6704
Next Ordinance No. 1073
Next Agreement No. 12-1350

COMMISSIONERS SCHEDULED TO BE PRESENT:

Fred Zermeno, Planning Commission
Linda Martinez, 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:

- LAEDC presentation to City for 2012 Most Business Friendly City in L. A. County Award Finalist
- Certificates of Recognition to Local Businesses for being “Good Corporate Citizens” as Recognized by the Sanitation Districts of Los Angeles
- Employee Recognitions:
 - Mike Cuellar, Public Works, 25 years service

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. **Finding No Significant Impact for Pico Park Improvement Project.** (700)
 - a. Open Hearing
 - b. Memo from City Manager
 - c. Written Communications
 - d. Oral Communications
 - e. Close Hearing
 - f. **Recommendation:**
 1. Conduct Public Hearing; and
 2. Adopt resolution approving the project and the Finding of No Significant Impact (FONSI).

Resolution No. ____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING FINDING OF NO SIGNIFICANT IMPACTS (FONSI) FOR PICO PARK IMPROVEMENT PROJECT

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

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

CONSENT CALENDAR ITEMS:

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

2. Minutes:

- City Council meeting of October 9, 2012

Recommendation: Approve

- Parks & Recreation meeting of September 13, 2012
- Planning Commission meeting of October 1, 2012

Recommendation: Receive and file.

3. 7th Warrant Register of the 2012-2013 Fiscal Year. (700)

Check Numbers: 253985-254060; 254063-254193

Special Checks Numbers: 254061-254062

Recommendation: Approve

4. Award Professional Services Agreement to Get Up and Go Tours, Inc. for Fleet Maintenance Services. (500)

Recommendation:

1. Award a Professional Services Agreement to Get Up and Go Tours, Inc. to provide Fleet Management Services for a not-to-exceed amount of \$50,000 and authorize the Mayor to execute the agreement in a form approved by the City Attorney.

Agreement No. _____

5. City Hall Parking Lot Light Emitting Diode (LED) Retrofit Project, Capital Improvement Program (CIP) No. 21239 - Notice of Completion. (500)

Recommendation:

1. Accept as complete, effective October 23, 2012, work performed by Pro Tech Engineering Corporation on subject project; and
2. Instruct the City Clerk to file the Notice of Completion with the Los Angeles County Recorder.

6. Award Maintenance Services Agreement to ABM Building Solutions for Heating, Ventilation and Air Conditioning Maintenance. (500)

Recommendation:

1. Award a Maintenance Services Agreement to ABM Building Solutions to provide Heating, Ventilation and Air Conditioning (HVAC) maintenance services for various city-owned facilities for an annual amount not to exceed \$94,260 and authorize the Mayor to execute a two-year agreement in a form approved by the City Attorney.

Agreement No. _____

7. Smith Park Renovation and Rio Vista Park Renovation Projects – Authorization of a Sole Source Purchase of Musco Sports Light Systems. (500) Recommendation:

1. Authorize a sole source purchase from Musco Sports Lighting, LLC in the amount of \$647,635 for two Sports Light Systems for Smith Park and Rio Vista Park Renovation Projects.

8. Passons Boulevard Underpass Project, Phase III, CIP No. 20053 – Authorization to Advertise for Construction. (500) Recommendation:

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

9. Oversight Board of the Successor Agency to the Pico Rivera Redevelopment Agency Conflict-of-Interest Code. (300) Recommendation:

1. Receive and file.

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 19th day of October, 2012.

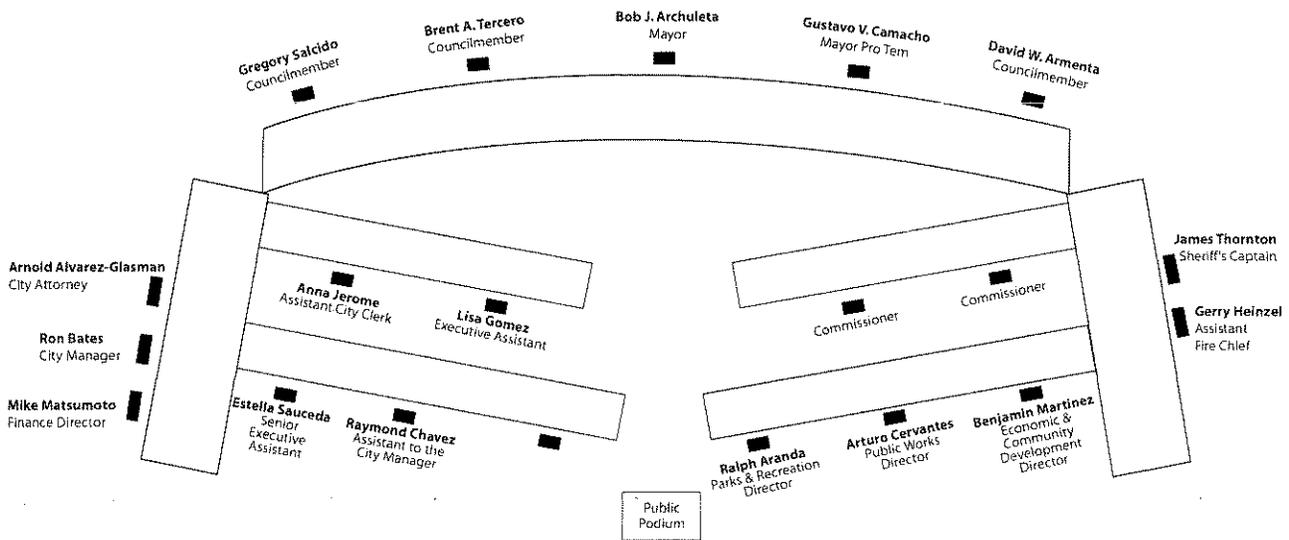
Dated this 19th, day of October, 2012


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).



To: Mayor and City Council

From: City Manager

Meeting Date: October 23, 2012

Subject: FINDING OF NO SIGNIFICANT IMPACT FOR PICO PARK IMPROVEMENT PROJECT

Recommendation:

1. Conduct Public Hearing; and
2. Adopt resolution approving the project and the Finding of No Significant Impact (FONSI).

Fiscal Impact:

None, funding for this project is contingent upon being awarded a grant from the Land and Water Conservation Fund (LWCF).

Discussion:

An application for a \$200,000 federal LWCF grant has been prepared and is ready for submittal to the State of California Parks and Recreation Department for consideration. The grant seeks funds for the Pico Park Improvement Project to consist of demolition and removal of the former community center building and construction and installation of new picnic shelters and exercise amenities.

As required by the National Environmental Protection Administration (NEPA) an Environmental Assessment (EA) was prepared for Pico Park. The assessment was prepared by UltraSystems Environmental and was made available for public review for 30 days. Proper notification was published in the Whittier Daily News on September 27 and October 9, 2012. A copy draft EA for Pico Park was made available for public review at Pico Park, City Hall, Parks and Recreation Department offices, and on the city's website.

No comments were received during the review period.

Section 5.0 beginning on page 5-1 of the EA identifies six Environmental Impacts for which appropriate Mitigated Measures are outlined and will be implemented if prescribed. None of these findings or measures will negatively impact the project.

COUNCIL AGENDA REPORT – 10-23-12
PICO PARK ENVIRONMENTAL ASSESSMENT FONSI
Page 2 of 2

The complete Environmental Assessment Document for Pico Park is available for review upon request in the office of the City Clerk.



Ronald Bates

RB:RA:ca

Attachment: 1) Resolution
2) Section 5.0 Beginning on page 5-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA APPROVING FINDING OF NO SIGNIFICANT IMPACTS (FONSI) FOR PICO PARK IMPROVEMENT PROJECT

WHEREAS, the City Council of the City of Pico Rivera reviewed the Pico Park Improvement Project and related environmental aspects of the proposal as required by Pico Rivera Municipal Code at the October 23, 2012 public hearing, duly noticed as prescribed by law and published in the Whittier Daily News; and

WHEREAS, the City Council has carefully considered all pertinent testimony and the staff report offered in the case as presented at the public hearing of October 23, 2012; and

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

SECTION 1. The City Council finds that this project will not have a significant effect on the environment because of the inclusion of certain mitigation measures that lessened potential adverse impacts to a level of Finding of No Significant Impacts in accordance with the provisions of the National Environmental Protection Agency (NEPA).

SECTION 2. Pursuant to Section 18.56.090, mandatory findings of the Pico Rivera Municipal Code, the City Council finds that the Pico Park Improvement Project is approved for the following reasons:

- a) That construction of the project will be in the interest of the public welfare in that the new improvements will enhance recreational opportunities and improve the quality of life for residents in the community. The project will also provide more attractive recreational facilities and improve the security of the vicinity through the project design. Residents will also benefit from the convenience and nearby accessibility of quality recreational programs and services.
- b) That the proposed project described in the assessment will not be detrimental in any way to other adjoining and neighboring properties in the general area in which the park is located.
- c) That the property described in the assessment is suitable for the proposed uses of land.
- d) That the traffic generating capacity of the proposed uses of land will not place a demand or burden upon other municipal improvements, services or utilities. The project is located at an existing park site with existing recreational programs and services. Therefore, due to the negligible increase in traffic generation, the project is not anticipated to place a demand or burden upon other municipal improvements, services or utilities.
- e) That adequate consideration for the protection of the environment has been satisfactorily demonstrated. A Finding of No Significant Impacts has been determined to ensure that

potential adverse impact will be reduced to a level of less than significant, and such measures have been made conditions of project approval. Moreover, standard conditions have been imposed to ensure that short-term, construction-related environmental effects are sustained at an acceptable level in compliance with the Southern California Air Quality Management District (SCAQMD), the Storm Water Pollution Prevention Plan (SWPPP), the National Pollutant Discharge Elimination System (NPDES) and Best Management Practices (BMPs).

- f) That the proposed uses of land are consistent with the provisions and objectives of the General Plan. The project promotes a positive community image and identity, as encouraged in the General Plan. The project is consistent with the General Plan's Recreation element objectives in that the land uses are devoted to providing recreation facilities.
- g) That adequate consideration has been given to assure the conservation and stabilization of property values. The project is consistent with current and anticipated land uses. The project contributes to the positive image of the community by improving Pico Park with removal of the former community center building and construction of new picnic and exercise facilities that will provide enhanced recreational opportunities for the community.

SECTION 3. Accordingly, the City Council hereby **GRANTS** approval of the Pico Park Improvement Project, subject to the following conditions:

1. The subject property shall be developed in accordance with the design as approved by the City Council.
2. A complete set of plans and specifications for the project site shall be submitted to the Community Development Department for review and approval in conjunction with the submittal of working drawings for plan check. All landscaping must comply with the City's Water Efficient Landscaping Ordinance in Chapter 13.90 of the Pico Rivera Municipal Code.
3. The project shall comply with the 2010 Edition of the California Building Codes for design and construction which meet the earthquake preparedness requirements and seismic evaluation. Compliance shall be required as part of the soils investigation report.
4. A demolition permit shall be obtained from Building Division and South Coast Air Quality Management District (SCAQMD) clearance prior to the disturbance of structures.
5. The city shall comply with the following measures contained in the section titled Environmental Impacts.
 - a. The Proposed Action Alternative shall adhere to the recommendations as identified in the Geotechnical Evaluation or other equally-effective site specific engineering techniques to the satisfaction of the city.

- b. It is recommended that exploration and grading activities take place between September 1st and January 31st to avoid the nesting season of migratory birds as protected under the MTBA. If construction occurs during the nesting season (between February 1st and August 31st), the project applicant shall conduct a pre-construction survey within 3 days prior to the initiation of construction activities as follows:
 - i. A pre-construction survey shall be conducted by a qualified biologist to determine the presence of absence of active nest within or adjacent to the project site to avoid the nesting of breeding migratory birds.
 - ii. If no breeding/nesting activities are detected within 200 feet or the proposed work area, construction activities may proceed.
 - iii. If breeding/nesting activity is confirmed, project activities within 200 feet of the active nest shall be delayed until the young birds have fledged and left the nest.
- c. If buried archaeological resources are encountered during construction activities, the City of Pico Rivera shall ensure that all activities cease until a qualified archaeologist has evaluated the resource and has determined the significance. If any significant resources are discovered, the City shall protect the resource to the extent feasible.
- d. If buried paleontological resources are encountered during construction activities, the City of Pico Rivera shall ensure that all activities cease until a qualified paleontologist has evaluated the resource and has determined the significance. If any significant resources are discovered, the City shall protect the resource to the extent feasible.

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

APPROVED AND ADOPTED this _____ day of _____, 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:

5.0 ENVIRONMENTAL IMPACTS

5.1 Environmental Justice

No Action Alternative

The No Action Alternative would not introduce any temporary or permanent changes to the existing environment at the project site. The No Action Alternative would not result in adverse human health or environmental effects. Therefore, the No Action Alternative would not result in adverse effects on environmental justice.

Proposed Action Alternative

The Proposed Action Alternative would improve an existing recreational facility and provide beneficial effects to residents of the City. A public park is a common suburban use that typically does not cause substantial adverse effects on human beings, either directly or indirectly. Any effects related to air quality and/or noise is considered negligible, as these effects would only occur temporarily in the short-term during the construction phase. The Proposed Action Alternative would not induce these effects during its operational phase. Therefore, the Proposed Action Alternative would not result in adverse human health or environmental effects within an environmental justice population.

5.2 Geohazards

No Action Alternative

The No Action Alternative would not introduce any temporary or permanent changes to the existing environment at the project site. Therefore, the No Action Alternative would not result in adverse effects related to geotechnical hazards.

Proposed Action Alternative

The potential for liquefaction depends on the levels of shaking, groundwater conditions, the relative density of the soils, and the age of the geologic units. Seismic-induced liquefaction occurs when a saturated, granular deposit of low relative density is subject to extreme shaking and loses strength or stiffness due to increased pore water pressure. The consequences of liquefaction are predominantly characterized by settlement, uplift on structures, and increase in lateral pressure on buried structures. If building foundations are not designed properly, the effects of severe liquefaction during seismic conditions could produce failure, leading to substantial structural damage and injury, or loss of life.

According to the Geotechnical Evaluation prepared by Ninyo & Moore (**Appendix B**), the project site is located in an area mapped as potentially liquefiable on State of California Seismic Hazards Zone map. The liquefaction potential of the subsurface soils was evaluated using the soil sampler blow counts recorded at various depths in exploratory borings. The liquefaction analysis was based on the National Center for Earthquake Engineering Research (NCEER) procedure developed from the methods originally recommended by Seed and Idriss using the computer program LiquefyPro. Based on County of Los Angeles Department of Public Works Guideline, a design earthquake moment magnitude of 6.8 and an associated ground acceleration of 0.46g was used based on the published data for the site. The reported historical

shallow groundwater depth of 10 feet was used in Ninyo & Moore's evaluation. The analysis for boring B-8 (maintenance building), indicates the soils between depths of approximately 10 feet and 30 feet are susceptible to liquefaction during the design seismic event.⁹ Therefore, Mitigation Measure GEO-1 has been included to reduce adverse effects.

Mitigation Measures

GEO-1: The Proposed Action Alternative shall adhere to the recommendations as identified in the Geotechnical Evaluation or other equally-effective site specific engineering techniques to the satisfaction of the City.

5.3 Unique or Important Wildlife or Habitat

For purposes of this EA, the Proposed Action Alternative and the No Action Alternative were analyzed for potential impacts to biological resources including wildlife, vegetation, federal Threatened and Endangered Species (listed-species), and wetland habitat.

The analysis finds that through implementation of Mitigation Measure B-1, the Proposed Action Alternative should not have significant impacts to biological resources, including federally-listed species. Therefore, further consultation with the USFWS under Section 7 of the Endangered Species Act is not required. While the No Action Alternative would not have a significant impact on biological resources, it would also not achieve the objectives of the project.

No Action Alternative

The No Action Alternative would not introduce any temporary or permanent changes to the existing environment at the project site. Therefore, impacts of the No Action Alternative would be insignificant to biological resources, including wildlife, vegetation, threatened and endangered species, and wetlands.

Proposed Action Alternative

Wildlife

The Proposed Action Alternative is not expected to have an adverse effect on non-listed wildlife species. The Proposed Action Alternative will not disturb or remove native vegetation, and therefore no significant loss of wildlife habitat will occur. A biological monitor shall be present during project construction to ensure that no vegetation is disrupted and to help avoid or minimize direct impacts to wildlife.

The site has potential for nesting birds because of the presence of trees. Performing construction activities outside of the bird nesting season (February 15th through August 30th) however, will likely reduce potential impacts to bird survival and reproduction to a negligible level. Nesting bird surveys should also be conducted immediately prior to the start of construction. If breeding/nesting activity is observed on site, work activities will be moderated according to Mitigation Measure B-1.

Project implementation and construction-related activities including, but not limited to, grading, materials lay-down, and noise may result in the disturbance of nesting MBTA-protected sensitive species that could occur within the project area. Trimming or removal of vegetation could destroy or disturb active nests. Equipment noise, vibration, lighting and other human-

⁹ Ninyo & Moore, 2009. *Geotechnical Evaluation Pico Park Improvements*. December 1, 2009.

related disturbance could disrupt nesting, feeding or other life cycle activities, and could cause nest abandonment or nesting failure.

Implementation of Mitigation Measure B-1 will reduce impacts to nesting birds to a negligible level.

Vegetation

According to the City of Pico Rivera's *General Plan Environmental Impact Report*, due to the urbanized character of the City, there are very few areas containing native habitat, plants, wildlife, or wetlands.¹⁰ The project site contains only ornamental landscaping. No native vegetation or habitat will be disturbed as part of the Proposed Action Alternative.

Threatened and Endangered Species

No federal threatened or endangered species have high or even moderate potential to occur in the project study area. Carrying out construction activities outside of the bird nesting season (February 15th through August 30th) is highly recommended.

Wetlands

Adverse effects of the Proposed Action Alternative to wetlands are not expected. No resources or features that qualify as a wetland, including hydrophytic vegetation, wetland hydrology, and hydric soils, are present in the project study area.

Impact Summary

The Proposed Action Alternative is not expected to generate adverse effects to biological resources. Implementation of Mitigation Measure B-1 will avoid and/or reduce impacts to these species to a negligible level.

Mitigation Measures

B-1: It is recommended that exploration and grading activities take place between September 1st and January 31st to avoid the nesting season of migratory birds, as protected under the MBTA. If construction occurs during the nesting season (between February 1st and August 31st), the project applicant shall conduct a pre-construction survey within 3 days prior to the initiation of construction activities, as follows:

- A pre-construction survey shall be conducted by a qualified biologist to determine the presence or absence of active nests within or adjacent to the project site to avoid the nesting of breeding migratory birds.
- If no breeding/nesting activities are detected within 200 feet of the proposed work area, construction activities may proceed.
- If breeding/nesting activity is confirmed, project activities within 200 feet of the active nest shall be delayed until the young birds have fledged and left the nest.

¹⁰ City of Pico Rivera, 1993. *General Plan Environmental Impact Report*, Chapter V. May 17, 1993. Page V-14.

5.4 Recreation Resources

No Action Alternative

The No Action Alternative would not introduce any temporary or permanent changes to the existing environment at the project site. Therefore, the No Action Alternative would not result in adverse effects on recreation resources.

Proposed Action Alternative

The Proposed Action Alternative would make improvements to an existing 14.5 acre public park in the City. The Proposed Action Alternative would demolish and replace some of the existing facilities within Pico Park, as well as construct new recreational facilities. The Proposed Action Alternative would improve the park facilities and result in beneficial effects by providing additional park facilities for area residents. The Proposed Action Alternative is not anticipated to affect other park or recreational facilities in the area. Therefore, it is anticipated that the Proposed Action Alternative would not result in adverse effects on recreational resources.

5.5 Archaeological Resources

No Action Alternative

The No Action Alternative would not introduce any temporary or permanent changes to the existing environment at the project site. Therefore, the No Action Alternative would not result in adverse effects on archaeological resources, including prehistoric and historic structures.

Proposed Action Alternative

The Proposed Action Alternative aims to upgrade an existing park and does not require deep excavation of the ground. No suspected or known archeological or prehistoric sites and Native American Indian burial are present on or adjacent to Pico Park. Furthermore, the soils on the project site have been previously disturbed by the original construction of Pico Park. As there are no known archaeological resources on the project site, it is unlikely that the proposed action will disturb any archaeological resources or Native American Indian burial. No human remains or cemeteries are anticipated to be disturbed by the Proposed Action Alternative. However, any new ground-disturbing activities, such as for the new storage facility building and family picnic shelters, have the potential to unearth previously unidentified archaeological resources. In the unlikely event that a previously unidentified archaeological resource or human remains or cemeteries are exposed during project construction activities, incorporation of mitigation measures ARCH-1 and ARCH-2 would ensure that potential effects to archaeological resources would be reduced to a negligible level.

Mitigation Measures

ARCH-1: If buried archaeological resources are encountered during construction activities, the City of Pico Rivera shall ensure that all activities cease until a qualified archaeologist has evaluated the resource and has determined the significance. If any significant resources are discovered, the City shall protect the resource to the extent feasible.

ARCH-2: If human remains are encountered during project construction activities, then no further disturbance shall occur on-site until the Los Angeles County Coroner has made a determination of origin and disposition, pursuant to Public Resources Code Section 5097.98. If the remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a Most Likely Descendant (MLD). The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with the Native American burials.

5.6 Paleontological Resources

No Action Alternative

The No Action Alternative would not introduce any temporary or permanent changes to the existing environment at the project site. Therefore, the No Action Alternative would not result in adverse effects on paleontological resources.

Proposed Action Alternative

The project area has a past history of construction and development. The soils on the project site have been previously disturbed by the original construction of Pico Park. As there are no known or suspected paleontological resources on the project site, it is unlikely that the Proposed Action Alternative will disturb any paleontological resources. However, any new ground-disturbing activity, such as the construction of the new storage yard, has the potential to unearth previously unidentified paleontological resources. In the unlikely event that a previously unidentified paleontological resource is exposed during construction of the proposed action, incorporation of Mitigation Measure PALEO-1 would ensure that potential effects to paleontological resources would be reduced to a negligible level.

Mitigation Measures

PALEO-1: If buried paleontological resources are encountered during construction activities, the City of Pico Rivera shall ensure that all activities cease until a qualified paleontologist has evaluated the resource and has determined the significance. If any significant resources are discovered, the City shall protect the resource to the extent feasible.

**City of Pico Rivera
Notice of Intent to Adopt an
Environmental Review of the Pico Park Improvement Project**

To: Citizens, Organizations, and Interested Parties

Notice is hereby given that the City of Pico Rivera has completed an Environmental Review of the Pico Park Improvement Project.

Project Location: The existing Pico Park is located at 9526 Beverly Boulevard, City of Pico Rivera. It is located east of the intersection of Beverly Boulevard and Pico Avenue. The project location is in the City. The project site is currently zoned by Beverly Boulevard to the North, Linds Avenue to the East, residential land use and is currently zoned to the California Public Works School and the fee revenue to the City.

Project Description: The proposed project consists of the following improvements: construction of a new stormwater system with included detention pond, installation of a new stormwater system, installation of a new stormwater system, installation of a new stormwater system, and the installation of a new stormwater system. The project also includes the construction of a new stormwater system, installation of a new stormwater system, and the construction of a new stormwater system.

Anticipated Significant Environmental Effects: All environmental impacts are addressed in the Environmental Review Report. The project will not have any significant adverse effects on the environment.

Public Review Period: The 30-day public review period for the Draft EA ends on October 10, 2012. The City will receive all comments on the Environmental Review Report no later than October 10, 2012. Comments on the Draft EA are available on the City's website at www.picorivera.org and at the City's office.

CITY HALL City Clerk's Office 4415 S. Pico Boulevard Pico Rivera, CA 90660	Public Hearing 9526 Beverly Boulevard Pico Rivera, CA 90660	Parks and Recreation Office 4757 Pico Boulevard Pico Rivera, CA 90660
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Comments: Written comments and/or submissions should be sent to:
Mr. Ralph Aranda, Director
Department of Parks and Recreation
City of Pico Rivera
9526 Beverly Boulevard
Pico Rivera, CA 90660

All comments must be received no later than October 10, 2012, at 5:00 p.m. If you should have any future comments or questions please contact Ralph Aranda, Director of Parks & Recreation, at (562) 961-4430 or raranda@pico-rivera.org.

Public Hearing: A public hearing to consider the adoption of a finding of No Significant Impact (FONSI) for the project and associated certification of the final EA will be held on October 23, 2012 at 6:00 pm at:

The City of Pico Rivera City Hall
City Clerk's Office
4415 S. Pico Boulevard
Pico Rivera, CA 90660

If a challenge is made by any party in court, that challenge out of the public hearing, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City of Pico Rivera City Clerk at, or prior to the public hearing.

Published: September 27, October 07, 2012
Whittier Daily News Ad #10239551



Tuesday, October 9, 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: Camacho, Salcido, Tercero, Archuleta

ABSENT: Armenta (excused)

COMMISSIONERS PRESENT: None.

INVOCATION: Mayor Pro Tem Camacho

PLEDGE OF ALLEGIANCE: Led by Mayor Archuleta

SPECIAL PRESENTATIONS:

- Central Water Basin 60th Anniversary Award Honoring Water Stewards presented by Edward Vasquez

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

CONSENT CALENDAR:

1. **Minutes:**
 - Approved City Council meeting of September 25, 2012
 - Received and filed Planning Commission meeting of September 17, 2012
2. **Approved 6th Warrant Register of the 2012-2013 Fiscal Year.** (700)
Check Numbers: 253764-253984
Special Checks Numbers: None.
3. **Installation of Traffic Control Devices – Congestion Relief and Traffic Safety.**
 1. Received and filed. (1400)

This item was pulled from the Consent Calendar and voted on separately due to a possible conflict of interest.

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

1. Accepted 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. Instructed the City Clerk to file the Notice of Completion with the Los Angeles County Recorder; and
3. Approved Change Orders No. 1, No. 2 and No. 3 for a total amount of \$24,020 necessary to fund additional project improvements and authorized 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)

1. Approved 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.

Motion by Councilmember Salcido, seconded by Mayor Pro Tem Camacho to approve Consent Calendar items 1, 2, 4, and 5. Motion carries by the following roll call vote:

AYES: Camacho, Salcido, Tercero, Archuleta

NOES: None

ABSENT: Armenta

CONSENT CALENDAR ITEMS PULLED:

3. Installation of Traffic Control Devices – Congestion Relief and Traffic Safety. (1400)

Councilmember Salcido wished to recuse himself since he lives within 500 ft. from one of the signals listed in the report. Mr. Salcido left the dais and did not return until after the vote was taken.

Motion by Councilmember Tercero, seconded by Mayor Pro Tem Camacho to receive and file report.

AYES: Camacho, Tercero, Archuleta

NOES: None

ABSENT: Armenta

LEGISLATION: None.

NEW BUSINESS:

Mayor Pro Tem Camacho asked staff to look into the lighting at Smith Park's soccer fields as there is no lighting after dark.

Mayor Archuleta asked for an update on the field grass at Rivera Park as the grass seems to be yellowing. Director of Public Works Cervantes stated that there are a combination of issues that have led to the grass yellowing, one is maintenance and the other is activity on the turf. He stated that staff is currently working on a plan to rehabilitate the turf and over the course of the next two months the grass should be rehabilitated to a greener state.

OLD BUSINESS: None.

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

Marlen Garcia, Councilmember City of Baldwin Park:

- Addressed the City Council to present them with an invitation to Screening of Weight of the Nation.

George Merino:

- Addressed the City Council regarding enforcement of carport construction, overnight parking of mobile homes and asked for an update on the progress of research on illegal street vendors and metal scavengers in the city.

Mary Herrera, representative of the Lions Club:

- Addressed the City Council to invite Council and residents to the first annual classic car and expo fundraiser on Sunday, October 14, 2012 at the A Mi Hacienda restaurant to raise funds for high school scholarships and the preservation of vision and hearing for children and adults.

Recessed to Housing Assistance Agency at 6:25 p.m.

ALL MEMBERS WERE PRESENT WITH THE EXCEPTION OF COUNCILMEMBER
AREMENTA

Reconvened from Housing Assistance Agency at 6:26 p.m.

ALL MEMBERS WERE PRESENT WITH THE EXCEPTION OF COUNCILMEMBER
ARMENTA

Recessed to Closed Session at 6:26 p.m.

ALL MEMBERS WERE PRESENT WITH THE EXCEPTION OF COUNCILMEMBER
ARMENTA

Reconvened from Closed Session at 6:48 p.m.

ALL MEMBERS WERE PRESENT WITH THE EXCEPTION OF COUNCILMEMBER
ARMENTA

CLOSED SESSION:

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION/AGREEMENT

Pursuant to Government Code Section § 54957

Title: City Manager

City Attorney Alvarez-Glasman stated that City Council unanimously approved on a 4-0 vote Amendment No. 1 to the City Manager's contract and that there was nothing further to report.

ADJOURNMENT:

Mayor Archuleta adjourned the City Council meeting at 6:49 p.m. There being no objection it was so ordered.

AYES: Camacho, Salcido, Tercero, Archuleta

NOES: None

ABSENT: Armenta

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 October 9, 2012 and approved by the City Council on October 23, 2012.

Anna M. Jerome, Deputy City Clerk



PARKS & RECREATION COMMISSION

MINUTES

Thursday, September 13, 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: Carlos Cruz, John Garcia, Paul Gomez, Joseph Palombi, Rod Torres

ABSENT: None

APPROVAL OF MINUTES: A motion was made by Commissioner Gomez and seconded by Vice Chair person Cruz and carried on roll call vote to approve the Minutes of August 9, 2012.

PUBLIC COMMENTS:

Evelyn Cuellar, 6233 Lindsey Ave., Pico Rivera – Expressed her concern in regards to the AYSO sports league utilizing Meller School for their practices and games. She stated that now there is more traffic going through Meller's parking lot and it has diminished her family's back yard privacy. She is asking for the City to cover the fence.

Johnny and Cathy Garcia, 6249 Lindsey Ave., Pico Rivera – Mr. Garcia voiced his concern in regards to the loss of privacy in his backyard ever since AYSO has been utilizing the school parking lot. He also expressed his disappointment due to the lack of notification that was provided to him about AYSO using the school. Mrs. Garcia added that she is concerned for the safety of their family. Mr. Garcia is requesting from the City a long term solution for his issue.

Andres Moran, 6241 Lindsey Ave., Pico Rivera – Mr. Moran also echoed on what Mrs. Cuellar and Mr. Garcia previously commented in regards to the loss of privacy. But also stated that there is a large container located behind his backyard which makes it easy for bandits to get access to his backyard and burglarize. He is requesting for the City help to push the El Rancho Unified School District to relocate the container elsewhere.

Chair Palombi asked Director Aranda if AYSO utilized Meller School Monday through Friday. Director Aranda responded that their schedule is Monday through Saturday. He continued to say that the school property is owned, operated and maintained by the El Rancho Unified School District. AYSO has received approval from the school district to utilize the property for their games and practices while Smith Park was under construction. Director Aranda commented that he and his staff will be meeting with the School District on Monday or Tuesday of next week. He also stated that he will be looking into who is the responsible party of closing the Salazar parking lot gate.

AGENDA ITEMS:

1. NEW BUSINESS: None

2. OLD BUSINESS:

- a) Update Park facility issues: Director Aranda stated that there were no outstanding issues at this time.

3. DIRECTOR'S REPORT

Upcoming Events –Director Aranda introduced the following upcoming events:

- 1. Back to School Basics Workshop September 15, 2012 @ Teen Center
- 2. Fall Activities Begin October 1, 2012

Project Updates

- 1. Rivera Park Projected Completion – Park is not completed. The concession stand, trash bin, and horse shoe pit are currently being worked on. Director Aranda will be establishing a punch list listing incomplete items. Irrigation system is a major concern due to leaks in the sprinkler heads, flooding, and coverage not complete in all areas. Director Aranda is meeting with the contractor next week to discuss all unfinished items. Contractor is not working as fast as Director Aranda hoped it would.
- 2. Smith Park/Rio Vista Parks Construction Progress – Construction is a couple of days ahead of schedule. Currently they are working on the underground and they are building the pads for the buildings.

c) Department Information – Director Aranda explained the following:

- 1. Department Reorganization status – Primary recommendation provided by the efficiency study was to reorganize the department staff into a Business division, which will be lead by Deputy Director José Rico, and a Program division, which will be lead by Recreation Manager Charissa Manor.

TEAM Leaders and responsibilities are as follows:

- Adriana Moran: Relocated to the Recreation Building -Youth Programs, REACH program, and Child Supervision.
- Jason Chacon: Smith Park- Outdoor facility maintenance, CYSO scheduling, Aquatics program, and Operation division.
- Lupe Aguilar: Pico Park – Indoor facility maintenance, contract classes, community gardens, Teen services, and Therapeutic programs.
- Carmela Garcia: Recreation Building - Marketing Division, REACH (Grant), Summer Lunch Program, Trips & Tours program.

- Efrain Lee: Senior Center – Special Events, Senior programming, Community Services programs.
- 2. LWCF Grant application (EA review) – Land Water Conservation Fund grant application for Pico Park will be submitted to the state. Director Aranda is requesting \$200,000 of Federal Funds from the state to go to Pico Park. The project scope of work is the following: removal of the old building, installation of a new jogging track, picnic shelters, and exercise equipment along the jogging track. The City must match it with \$200,000 to total \$400,000 for the project. Copies of the Environmental Assessment are available to view in the Recreation Department office, Pico Park, City Hall, and the City website.
- 3. Summer Program review – Close to a quarter of a million dollars was generated in revenue for Summer programs. 5,447 registrants participated in the Summer programs compared to last year's 5,312. Aquatic program exceeded this year with over 300 more participants registered. 30,667 meals were served this year during the Summer Lunch Program. 15,000 plus attend the Fourth of July event. Over 1,000 movie goers attended the Movies in the Park series. Over 250 members of the public attended the Pet Fair. 1400 hours of summer volunteer help thru the summer volunteer program; estimated value of the hours equals to approximately \$34,000. Summer Youth Basketball had 350 participants.
- 4. Fall Program preview – Fall ETC brochure has been delivered to residents. Programs begin as of October 1. Fall program registrations began the first week of September. After-school programs have already begun and are in full swing. Halloween Spooktacular will be on October 27 at Pico Park.
- 5. Fall Sport Group Update – AYSO has 800 registered participants plus a waitlist in which they continue to register participants for. AYSO is utilizing Rio Hondo Park Monday thru Wednesday, Meller School Monday through Saturday, and Valencia Elementary Friday and Saturday. Twin Cities Wolverines have 320 down 60 from last year. They utilize Pico Park Tuesdays through Thursday; Football games are being played at El Rancho High school. Pico Rivera Dons have 330 participants registered giving them 15 more than last year. They utilize Rivera Park Tuesdays thru Saturdays and play home games at El Rancho High School. Pico Rivera Youth Soccer has 75 participants. They utilize Rio Hondo Park two nights during the week and play games on Saturdays. Spartans F.C. have 100 participants. They utilize Rio Hondo Park on Thursdays and Fridays and play games on Saturdays. Pico Boys have 430 participants for winter baseball. They practice Tuesdays through Thursdays and play games on Fridays, Saturdays, and Mondays. Pico Fastpitch has 170 registered for the Winter ball season. Games and practices will take place at Pico Park 3 days out of the week. Commissioner Gomez asked what the cause was for the decrease in enrollment for the Twin Cities Wolverines. Director Aranda speculated that it may have been due to the turnover of coaches and board members.

6. Resident Discount Program – Director Aranda explained that starting with the Fall session, a new resident discount program was implemented. Most of the recreation programs offer a \$10 resident discount. Class fees were raised \$5 for non-residents and a \$10 transaction fee has been added for over the counter transactions. A \$2.50 convenience fee applies to all online registrations. Automatic payment program is still available without the \$5 discount.

COMMISSIONER'S REPORTS

- Gomez**
- Commented that it was nice to see the public attend today's commission meeting. He stated that unfortunately, the issue of the fence is between the El Rancho School district and the homeowners and has nothing to do with the Parks and Recreation dept.
 - Visited the Parks and Recreation website and was disappointed there were no pictures posted of the newly renovated Rivera Park. He asked that we insert more pictures onto the website.
- Garcia:**
- Asked if we could send thank you letters to the members of the public that attended tonight's commission meeting.
- Palombi:**
- Suggested for Director Aranda to speak to the CYSO presidents and make them aware of emergency procedures and access points in the newly renovated parks so they can then advocate to their coaches and volunteers of how to respond in the case of an emergency. He also suggested adding more access points without having to jeopardize the integrity of the baseball fields.
 - Are the bollards removable? Director Aranda responded that yes, they are removable if needed.
 - During a walk through Rivera Park, he found a spike on the grass area near the access road and storage area. He asked that the department make sure that all materials are safely stored away in the storage unit.
 - Is the irrigation system at Rivera Park underground or above ground? Director Aranda answered that it was an above ground system.
 - Asked Director Aranda if he has looked into the means to deliver foul balls to the baseball fields? Director Aranda stated that as of yet he has not.
- Torres:**
- Agreed with Commissioner Gomez, that the issue the homeowners are having with the fence that divides the school and the homes is between the school district and the homeowners.
 - Attended opening day for the Pico Rivera Dons at Rivera Park. He noticed that there were only two small exits available for the 500 guests that attended the event. He felt it is a safety issue if an emergency were to occur event attendees would not be able to exit the fields. Director Aranda commented that the event took place at Rivera Park although the entire park is not yet fully accessible. For that reason

the activity was limited to the one ball field area. He continued to say that next year the entire park will be available for the event; therefore, this should no longer be a concern.

- While at Rivera Park, he noticed that the fields are overwhelmed with holes. He suggested placing markers or cones to mark the holes, because it can become a potential safety hazard for anyone utilizing the fields. Director Aranda responded that he will take a walk through of the fields to identify the holes.

Cruz:

- Looking forward to an update from Director Aranda on how the meeting went with the El Rancho school district and if there was a solution or recommendation by the school district in regards to the issue of the fence.

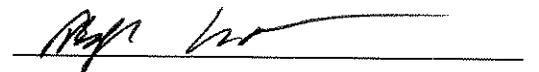
ANNOUNCEMENTS – Director Aranda announced that he will be retiring and his last official day is October 30.

ADJOURNMENT:

The Parks & Recreation Commission meeting was adjourned at 6:54 p.m. There being no objection it was so ordered.



Joseph Palombi, Chair
Parks & Recreation Commission



Ralph Aranda, Secretary
Director of Parks & Recreation



Monday, October 1, 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:

Ben Martinez, Director
Julia Gonzalez, Deputy Director
Guille Aguilar, Senior Planner
Christina Gallagher, Assistant Planner
Alicia Villanueva, Recording Secretary

ROLL CALL:

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

ABSENT: None

FLAG SALUTE: Led by Alicia Villanueva, Recording Secretary

APPROVAL OF MINUTES:

September 17, 2012

It was moved by Commissioner Zermeno to approve the minutes of September 17, 2012 as submitted, seconded by Commissioner Garcia. Motion carried by the following roll call vote:

AYES: Celiz, Elisaldez, Garcia, Martinez, Zermeno

NOES: None

ABSTAIN: None

ABSENT: None

PUBLIC COMMENTS: None

NEW BUSINESS:

REVIEW OF OFF-STREET PARKING REGULATIONS AS THEY PERTAIN TO RESIDENTIAL CARPORTS

Senior Planner Aguilar presented the staff report dated October 1, 2012.

Commissioner Elisaldez asked if the proposed amendment would address the canopies and tarps that are an eyesore throughout the City or grandfather-in the illegal carports.

Senior Planner Aguilar stated staff would conduct research to address the illegal carports and not necessarily to grandfather them in.

Commissioner Elisaldez asked how illegal carports would be enforced when there seems to be one illegal carport per block.

Deputy Director Gonzalez stated that this amendment would not change the code enforcement policy. Carports with permits are already grandfathered in. Staff wants to address the unsightly unpermitted carports.

Commissioner Celiz asked if code enforcement staff was proactive in addressing illegal carports.

Senior Planner Aguilar answered that staff goes out on a complaint basis only. The amendment would allow an owner a means of legalizing a carport.

Commissioner Celiz also brought up the issue with the temporary canopies put up in driveways. She stated that some residents cannot afford to remodel/add a permanent carport, and directed staff to research permitting temporary canopies to protect cars.

Commissioner Garcia asked how staff was going to regulate. His concern is elderly people, handicapped, or people with a medical need.

Commissioner Martinez asked about carport setbacks. Some carports are encroaching onto setbacks which could be a fire hazard. He also mentioned if staff would be looking at aesthetics, garages, and driveways for corner houses.

Deputy Director Gonzalez answered that staff would be looking into all this. She stated staff would preserve the existing setback regulations and would research permanent structures as well as temporary structures.

Commissioner Zermeno informed staff of a home on Beverly/Rosemead Boulevards that puts up a canopy every weekend to wash their car and then hang the towels to dry. He stated that this type of canopy is not fair to the neighbors to see this and staff should not allow these eyesores. He stated the carport should match the architectural integrity

of the home. He stated that staff should continue to enforce the canopies. Commissioner Martinez asked how staff notifies residents of illegal carports.

Senior Planner Aguilar explained that when staff receives a complaint of an illegal carport code enforcement officers will go out to the property and take a photograph to confirm the violation exists. They will then check the address file to see if a permit is on file, and if needed they will also contact the LA County Assessor's office and LA County Building offices to verify any existing record of the structures being legal. If they find records, they will close out the case. If they have no record of the structure being built legally, they will send a letter to the property owner with the option of legalizing the structure, if possible, or to demolish the illegal structure.

There being no further discussion, it was moved by Commissioner Martinez, seconded by Commissioner Garcia to review regulations pertaining to carports. Motion carried by the following roll call vote:

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

OLD BUSINESS:

Deputy Director Gonzalez announced that this will be Alicia Villanueva's last Planning Commission meeting and the Planning Staff would like to thank her for her years of hard work.

The Planning Commissioners presented Alicia Villanueva with a plaque to honor and recognize her for her hard work.

Alicia Villanueva thanked the Commission and staff for the 20 years she spent working with them and mentioned she has worked for the Planning Commission since 2003 and that as a resident she is so proud of this Commission.

PLANNING COMMISSION REPORTS:

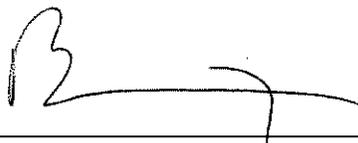
- a) CITY COUNCIL MEETING OF September 25, 2012 – Received and Filed.
- b) PLANNING COMMISSION REPRESENTATIVE TO THE CITY COUNCIL MEETING OF Tuesday, October 9, 2012 - Commissioner Elisaldez confirmed his attendance.

There being no further business the Planning Commission meeting was adjourned at 6:26 p.m.



Fred Zermeno, Chairperson

ATTEST:



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

7th WARRANT REGISTER OF THE 2012-2013 FISCAL YEAR

MEETING DATE: 10/23/12

TOTAL REGISTER AMOUNT: \$2,861,475.12

CHECK NUMBERS: 253985-254060
254063-254193

SPECIAL CHECK NUMBERS: 254061-254062

REGULAR CHECK TOTAL: \$2,852,775.12

SPECIAL CHECK TOTAL: \$8,700.00

TOTAL REGISTER AMOUNT: \$2,861,475.12



To: Mayor and City Council

From: City Manager

Meeting Date: October 23, 2012

Subject: AWARD PROFESSIONAL SERVICES AGREEMENT TO GET UP AND GO TOURS, INC. FOR FLEET MAINTENANCE SERVICES

Recommendation:

Award a Professional Services Agreement to Get Up and Go Tours, Inc. to provide Fleet Management Services for a not-to-exceed amount of \$50,000 and authorize the Mayor to execute the agreement in a form approved by the City Attorney.

Fiscal Impact: \$50,000 (General Fund, FY 2012-2013 Operating Budget)
Contracted Services Account, No. 010-4370-44500

Discussion:

The City owns a motor fleet which consists of 84 service, utility and other vehicles, 11 heavy construction vehicles and 9 pieces of motorized equipment. The Public Works Department, Field Operations Division is responsible for the management and maintenance of the motor fleet. The inventory of the motor fleet is maintained by one (1) City employee (an uncertified mechanic) and three specialty service providers (AK Miller Garage, Chevrolet of Montebello, and Rush Truck Center).

In June 2011, the Public Works Department entered into an agreement with Get Up and Go Tours to perform a Fleet Maintenance Audit of the City's Fleet Operations. According to the audit report, the Fleet Operations program is in need of restructuring. The Fleet Maintenance Audit Report listed several deficiencies that are in need of correction including a defined equipment replacement policy, a vehicle equipment maintenance program, an off-site vehicle fueling process and several activities needed to meet industry safety standards.

Current City staff does not have the certifications, experience, skill set or expertise to reorganize the fleet program nor to implement the recommendations of the audit report. Staff recommends that Get Up and Go Tours, Inc. be awarded a Professional Services Agreement to lead the reorganization of Fleet Operations and to implement the recommendations of the Fleet Program. This company will provide an experienced and certified master mechanic (Mr. Rick Maben) who will act as an extension of staff as the City's Master Mechanic.

COUNCIL AGENDA REPORT – MTG. OF 10/23/12
PROFESSIONAL SERVICES AGREEMENT WITH GET UP AND GO TOURS INC. FOR
FLEET MAINTENANCE AUDIT IMPLEMENTATION
Page 2 of 2

Mr. Rick Maben is certified as a Public Fleet Professional and a Journeyman Mechanic in the State of California; has more than 19 years of experience working as a Fleet Manager; and 20 years working as a mechanic. He has managed the fleet for the City of Santa Fe Springs, and Pacific Gas and Electric. Mr. Rick Maben has experience with a defined and structured approach to fleet maintenance as compared to our current practices.

With year-end compliance issues pending, it is recommended that we begin the implementation of the Vehicle Maintenance Program as soon as possible.

Given the experience of Mr. Rick Maben, his familiarity with the City's fleet and his proven ability to reorganize fleet programs, staff recommends that the contract be awarded as a sole-source. The rate proposed is \$65 per hour for a not-to-exceed amount of \$50,000.

The alternative to contracting with a master mechanic is to hire a full-time person. Staff estimates that a full-time person would cost the City approximately \$102,360 per year and would not be needed on a full-time basis once the new Fleet Maintenance Program is operational.

Under Section 3.20.105 of the Pico Rivera Municipal Code, the City may award contracts for personal and professional services without a formal bid process, provided the award "shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the service required..." Personal services include maintenance service for equipment, machinery or other city-owned personal property.



Ronald Bates

RRB:AC:ARG:lg

Enc.

- 1) Attachment "A" - Professional Services Agreement
- 2) Attachment "B" - Proposal

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
GET UP AND GO TOURS INC.**

1. IDENTIFICATION

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

2. RECITALS

2.1 City has determined that it requires the following professional services from a consultant to implement processes and/or procedures identified in the Fleet Assessment and Compliance Project, prepared October 2011.

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

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

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as are set forth in Consultant's October 3, 2012 proposal to City attached hereto as Exhibit A and fully incorporated herein by this reference.

3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's October 3, 2012 proposal to City attached hereto as Exhibit A.

3.3 "Commencement Date": October 23, 2012.

3.4 "Expiration Date": August 23, 2013.

4. TERM

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

5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of \$50,000 unless specifically approved in advance, in writing, by City.

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

6. COMPENSATION

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

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

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

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

8. COMPLIANCE WITH LAWS

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

9. CONFLICT OF INTEREST

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

10. PERSONNEL

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

11. OWNERSHIP OF WRITTEN PRODUCTS

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

12. INDEPENDENT CONTRACTOR

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

13. CONFIDENTIALITY

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

14. INDEMNIFICATION

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

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

Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

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

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

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

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

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

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

15. INSURANCE

15.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise

from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

15.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) in the annual aggregate, including products and Completed operations hazard, contractual insurance, broad form property damage, independent Consultants, personal injury.

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

15.1.3 Worker's Compensation insurance as required by the laws of the State of California.

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

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

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

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

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

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

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

15.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers,

employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

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

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

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

16. MUTUAL COOPERATION

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

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

17. RECORDS AND INSPECTIONS

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

18. PERMITS AND APPROVALS

The Consultant shall obtain, at the City's sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, any permit required relating to the services to be provided herein, such as permits that will pertain to the regulatory compliance of their fleet (i.e., CARB Off Road Equipment registration and permit (diesel emission) CHP BIT inspection and motor carrier ID permit etc.

19. NOTICES

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

If to City:

Ronald Bates, Ph.D., City Manager
City of Pico Rivera
PO Box 1016
6615 Passons Blvd.
Pico Rivera, California 90660-1016
Facsimile: (562) 801-4765

If to Consultant:

Rick Maben
Get Up and Go Tours Inc.
3148 Sky View Ridge
Chino Hills, CA 91709
Office: (909) 590-2578

With a courtesy copy to:

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

20. SURVIVING COVENANTS

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

21. TERMINATION

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

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

22. ASSIGNMENT

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

23. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

23.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that

employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

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

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

24. CAPTIONS

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

25. NON-WAIVER

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

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

26. COURT COSTS

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

27. SEVERABILITY

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

28. GOVERNING LAW

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

29. ENTIRE AGREEMENT

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

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

ATTEST:

City of Pico Rivera

Anna M. Jerome, Assistant City Clerk

By: _____
Bob J. Archuleta, Mayor

Date: _____

APPROVED AS TO FORM:

Consultant

Arnold M. Alvarez-Glasman, City Attorney

By: _____
Its:

Date: _____

City of Pico Rivera

Fleet Maintenance Audit Implementation

Proposal to Implement Fleet Maintenance Audit

Consulting services (Get Up and Go Tours INC.) shall provide to the City of Pico Rivera professional services to implement process and/or procedures identified in the Fleet Maintenance and Compliance 2011 assessment. Unless otherwise agreed upon, consultant, Rick Maben CFP, will utilize the recommendations as outlined in the aforementioned assessment.

The City of Pico Rivera shall provide Consultant authorization to contact vendors or other government agencies as necessary. City of Pico Rivera shall provide consultant a designated person authorized to approve activities in the performance of this agreement (i.e. disposal of surplus vehicles and equipment, contract for vehicle maintenance and repair, required governmental agency documents etc.) or the authorization for the consultant to perform those duties as needed.

The City of Pico Rivera shall provide suitable office space and office supplies (paper, copier service, FAX and internet access) and reasonable access to vehicles, vehicle maintenance and repair records, and all City facilities as necessary in the performance of the agreement.

The consultant will provide training, either directly or through sub-contracted service provider, to City staff as necessary to implement and support the fleet maintenance program. Sub-contracted fees, if any, will be the responsibility of the City of Pico Rivera.

Work schedule shall be approximately 80 hours per month at \$65. per hour, with a cap of \$50,000 for the term of this agreement (approximately 10 months). The City of Pico Rivera understands the consultant services are not exclusive during this period. Consultants prior commitments shall not affect the performance and exact work schedule shall be by mutual agreement. Consultant services shall begin with an agreed upon start date and notice to proceed by the City of Pico Rivera. Invoicing for services shall be on a monthly basis.



To: Mayor and City Council
From: City Manager
Meeting Date: October 23, 2012
Subject: CITY HALL PARKING LOT LIGHT EMITTING DIODE (LED) RETROFIT PROJECT, CAPITAL IMPROVEMENT PROGRAM (CIP) NO. 21239 – NOTICE OF COMPLETION

Recommendation:

- 1) Accept as complete, effective October 23, 2012 work performed by Pro Tech Engineering Corporation on subject project; and
- 2) Instruct the City Clerk to file the Notice of Completion with the Los Angeles County Recorder.

Fiscal Impact:	\$96,979	(Energy Efficiency Conservation Block Grant)
	<u>\$4,348</u>	(General Fund, Local Match Contribution)
	\$101,326	Total

Discussion:

At their meeting of May 22, 2012, the City Council awarded a construction contract in the amount of \$98,470 to Pro Tech Engineering Corporation for the construction of the City Hall Parking Lot Light Emitting Diode (LED) Retrofit Project.

The LED Project entailed the removal of the existing City Hall parking lot light system and the installation of 18 new LED light standards.

Construction is now complete. Pro Tech Engineering Corporation completed the work per the approved plans and specifications. To ensure Federal Funds were fully expended, a change order was issued in the amount of \$2,856 and approved administratively.

The change order work involved the relocation of one of the standard light poles to the north side of the main entrance driveway to City Hall to improve lighting at this entrance. The final construction cost for this LED Retrofit Project was \$101,326.

COUNCIL AGENDA REPORT – MTG. OF 10/23/12
CITY HALL PARKING LOT LIGHT EMITTING DIODE (LED) RETROFIT, CAPITAL
IMPROVEMENT PROGRAM (CIP) NO. 21239 – NOTICE OF COMPLETION
Page 2 of 2

The project was funded by the Energy Efficiency & Conservation Block Grant (EECBG) Program, a Federal grant program. The EECBG program had strict schedule requirements for project budget and delivery.

While the project was delayed due to the specified light fixtures being out of stock, project delivery met Federal time guidelines and was within budget and also met EECBG program requirements.

The project was designed and construction managed by the Public Works, Engineering Division.



Ronald Bates

RRB:AC:RG:MN:lg

Enc.

- 1) Exhibit "A" - Location Map

ENCLOSURE 1
EXHIBIT "A"

HOMEBROOK ST.

CITY HALL WEST

CITY HALL

PASSONS BLVD.

SHERIFF DEPT.

NOT TO SCALE

CITY OF PICO RIVERA

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION

CIP 21239 - CITY HALL PARKING LOT LED RETROFIT - LOCATION MAP

PREPARED BY: M. NGUYEN

SCALE: NOT TO SCALE

DATE: 10-15-12



LEGEND:

NEW PARKING LOT
LIGHT STANDARD





To: Mayor and City Council

From: City Manager

Meeting Date: October 23, 2012

Subject: AWARD MAINTENANCE SERVICES AGREEMENT TO ABM BUILDING SOLUTIONS FOR HEATING, VENTILATION AND AIR CONDITIONING MAINTENANCE

Recommendation:

Award a Maintenance Services Agreement to ABM Building Solutions to provide Heating, Ventilation and Air Conditioning (HVAC) maintenance services for various City-owned facilities for an annual amount not to exceed \$94,260 and authorize the Mayor to execute a two-year agreement in a form approved by the City Attorney.

Fiscal Impact: \$94,260 (General Fund, FY 12-13 Operating Budget)
Contracted Services Account, No. 010-4340-44500

Discussion:

The Public Works Department, Field Operations Division is responsible for overseeing the maintenance of Heating, Ventilation and Air Conditioning (HVAC) systems at various City-owned facilities.

In 2009, the City Council approved a three-year agreement with LINC Mechanical Services for the maintenance of the HVAC systems. The three-year period ended September 2012 and the contract is now continuing on a month-to-month basis at a yearly rate of \$118,000.

On September 20, 2012, staff sent a Request for Proposals (RFP) for comprehensive HVAC maintenance services to six qualified specialty contractors. Two proposals were submitted, one each from ABM Building Solutions (formerly LINC) in the amount of \$94,260 annually and F.M. Thomas Air Conditioning, Inc. in the amount of \$130,500 annually.

HVAC maintenance services requested in the RFP include testing and inspection, preventative maintenance, repair and replacement of City's HVAC Systems as well as requested trouble calls. The monthly cost of service covers all labor and material costs associated with the contract. The facilities to be maintained include City Hall, City Hall West, Senior Center, Parks & Recreation Building, and various Park Facilities.

COUNCIL AGENDA REPORT – MTG. OF 10/23/12
AWARD MAINTENANCE SERVICES AGREEMENT TO ABM BUILDING SOLUTIONS
FOR HEATING, VENTILATION AND AIR CONDITIONING MAINTENANCE
Page 2 of 2

The proposals were reviewed by a technical panel which consisted of the Director of Public Works and the Field Operations Superintendent. The selection process was qualifications-based, and considered demonstrated competence and experience on similar projects. The proposal from ABM Building Solutions earned top rating for the following reasons.

- Experience Serving Municipal Agencies - ABM Building Solutions has extensive experience maintaining municipal HVAC Systems including systems for the City of San Juan Capistrano, Marine Corps Reserve Centers and 67 other government facilities throughout the State of California;
- Familiarity with Pico Rivera - ABM Building Solutions has been working in the City of Pico Rivera since 2008 as LINC Mechanical Services;
- Qualified Staff – ABM Building Services (as LINC Mechanical Services) has provided the City of Pico Rivera with qualified staff since 2008 and key staff will remain;
- Cost Effective – ABM Building Solutions submitted the lowest fee proposal. In addition, the annual contract was reduced from \$118,000 to \$94,260, or 20%; and
- ABM Building Solutions is a union contractor.

On December 1, 2010, ABM acquired the Linc Group.

Staff recommends a two-year Professional Services Agreement for a not-to-exceed amount of \$188,520 (\$94,260 annually). If approved, services will begin November 1, 2012.

This service is budgeted in the Public Works operating budget in the amount of \$118,000, therefore the savings to the General Fund is \$23,740.



Ronald Bates

RRB:AC:ARG:lg

Enc.

- 1) Contractor Services Agreement
- 2) Exhibit "A" – Scope of Services
- 3) Exhibit "B" – Fee Proposal
- 4) Exhibit "C" – Request for Proposal

MAINTENANCE SERVICES AGREEMENT No. _____

THIS AGREEMENT ("Agreement") by and between the CITY OF PICO RIVERA, a municipal corporation ("CITY"), and ABM Building Solutions, ("CONTRACTOR") (individually referred to as "Party" and collectively referred to as "PARTIES"), is entered into this 1st day of November, 2012.

RECITALS

WHEREAS, the CITY currently maintains Heating, Ventilation and Air Conditioning (HVAC) systems in fourteen CITY facilities; and

WHEREAS, the CITY desires to engage CONTRACTOR as an independent contractor to provide HVAC maintenance services for CITY as detailed in Scope of Services, Exhibits "A," "B" and "C"; and

WHEREAS, CONTRACTOR represents to CITY that CONTRACTOR has the necessary skill, experience, and expertise to provide HVAC maintenance services; and

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

WHEREAS, CITY and CONTRACTOR desire to enter into this Agreement for HVAC maintenance services for those facilities located in the CITY OF PICO RIVERA.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **REPRESENTATIVES OF THE PARTIES AND SERVICES OF NOTICE.** The representatives of the parties who are primarily responsible for the administration of the AGREEMENT, and to whom formal notice, demands and communication shall be given, are as follows:

A. The principal representative of the CITY shall be:

Arturo Cervantes
Director of Public Works
City of Pico Rivera
6615 Passons Blvd
Pico Rivera, California 90660

B. The principal representative of the CONTRACTOR shall be:

Brian Spats
ABM Building Solutions
152 Technology
Irvine, California 92618

C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by mail. Notices personally delivered shall be given as of actual receipt. Mailed notices shall be deemed as given as of three (3) days after mailing.

D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said changes.

2. **RETENTION.** The CITY retains and employs CONTRACTOR to perform such HVAC maintenance services and those services that may be reasonably requested of it by the CITY in the performance of this Agreement. CONTRACTOR accepts the employment and agrees to render such services as CONTRACTOR on the terms and conditions in Exhibit "A," Exhibit "B," and Exhibit "C."

3. **SCOPE OF SERVICES; TERMS OF SERVICES.** CONTRACTOR's HVAC maintenance services shall conform with such services as in the Scope of Services, Exhibit "A" and Exhibit "C".

4. **MAINTENANCE SCHEDULE.** CONTRACTOR shall submit a work schedule to the CITY for approval by November 12, 2012. When actual performance differs substantially from previously scheduled work, CONTRACTOR shall submit for approval a revised schedule within five (5) working days.

5. **COMPENSATION; NOT TO EXCEED.** The CITY shall pay CONTRACTOR for the above-stated services in the sum of \$7,855 per month, as in the Fee Proposal, Exhibit "B". Each payment shall be payable on the monthly anniversary of the date of effectiveness of this Agreement. Compensation for work not covered by the Scope of Services of this Agreement shall be at prevailing labor rates. The Contract Sum under the terms of this Agreement shall not exceed the compensation provided in this section by the CITY to the CONTRACTOR for provision of services specified herein, except for extraordinary repairs approved by CITY pursuant to the Scope and Terms of Service attached hereto.

6. **TERM.** The term of this agreement shall commence on the Effective Date and shall continue for a period of two (2) years. The term of this Agreement may be extended for two (2) additional one year periods with the express written agreement of CITY and CONTRACTOR only. This agreement shall not become effective until all conditions precedent set forth in this Agreement have been complied with by CONTRACTOR.

7. **EQUIPMENT, SUPPLIES AND PERSONNEL.** The CONTRACTOR shall be responsible for providing and maintaining any and all equipment, vehicles, tools, and supplies necessary to perform as defined in the Scope of Services. CONTRACTOR shall at all times keep said equipment, vehicles, tools and supplies in good operating condition and inventory. If CONTRACTOR fails to maintain or make repairs or replacement as required herein, CITY may notify CONTRACTOR in writing of said failure. If CONTRACTOR fails to cure within ten (10) days of CITY's notice being mailed, CITY may make the necessary corrections and incur costs, including but not limited to the cost of labor, materials, equipment and administration. CONTRACTOR shall reimburse the CITY for any and all costs and expense incurred by the CITY in connection with curing CONTRACTOR's failure to perform as provided herein. Reimbursement shall be made to CITY within ten (10) days of receipt of a statement of costs and expense from CITY. CITY may, at its option, choose any remedy available herein, and in equity or at law.

CONTRACTOR shall provide all labor necessary for the provision of HVAC and appurtenant maintenance services set forth in this Contract. CONTRACTOR shall be required to provide a Project Manager on-site for a minimum of ten (10) hours per week. At least one member of any maintenance crew at each maintenance area shall be able to read and speak English fluently. The CITY is committed to making the City of Pico Rivera a safe environment for residents using its parks and recreation areas. CONTRACTOR shall immediately notify the CITY of any criminal conviction of any of its employees who currently provide, or in the future will provide, services under this Agreement. The CITY reserves the right in its sole discretion to require CONTRACTOR to remove any employee from CITY properties or cease his or her performance of any of the services under this Agreement. All workers provided by CONTRACTOR are required to wear uniforms at all times while performing the services provided under this Agreement.

8. **INDEPENDENT CONTRACTOR.** For purposes of this Agreement, CONTRACTOR, its employees, agents, volunteers, or subcontractors shall constitute and be considered an independent contractor. As such, CONTRACTOR shall have no power or authority to incur any debt, obligation or liability on behalf of CITY. Further, it shall be the sole responsibility of the CONTRACTOR to withhold any and all state or federal taxes with respect to the CONTRACTOR or its employees or agents' compensation hereunder. The CONTRACTOR shall have no claim against CITY hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind whatsoever.

Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as set forth in this Agreement. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of CITY, provided, however, that nothing contained in this provision shall be construed or interpreted so as to deprive CONTRACTOR of any and all defenses or immunities available to public officials acting in their official capacities. CONTRACTOR agrees to pay all required taxes on amounts paid to CONTRACTOR under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONTRACTOR shall fully comply with the workers' compensation law regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

9. **PERS ELIGIBILITY INDEMNITY.** In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under his Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement Systems (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR 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.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing services 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.

10. **INDEMNITY AND INSURANCE**

A. **INDEMNITY.** CONTRACTOR hereby agrees to protect, indemnify and hold CITY and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees and other expenses incurred by the CITY arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the CITY, death or damages to property (including property of the CITY) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of the willful or negligent acts, errors or omissions by CONTRACTOR in the performance of its services under this Agreement. This provision is not intended to

create any cause of action in favor of any third party against CONTRACTOR or the CITY or to enlarge in any way the CONTRACTOR's liability for damages or injuries to third persons or property arising from CONTRACTOR's intentional acts and/or negligent performance hereunder.

- B. **INSURANCE.** The CONTRACTOR shall maintain throughout the duration of the term of the Agreement, liability insurance covering the CONTRACTOR and designating the CITY including its elected or appointed officials, director, officers, agents, employees, volunteers, or consultants, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the CONTRACTOR's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the CONTRACTOR's insurance policies shall be primary as respects any claims related to or as the result of the CONTRACTOR's work. Any insurance, pooled coverage, or self-insurance maintained by the CITY, its elected or appointed officials, directors, officers, agents, employees, volunteers, or CONTRACTORS shall be primary and non-contributory.

General Liability:

- | | |
|--|-------------------------------|
| a. General Aggregate | \$1,000,000 |
| b. Bodily Injury/Personal Injury/Property Damage | \$1,000,000 (each occurrence) |

Workers' Compensation:

- | | |
|--------------------------|------------------|
| a. Workers' Compensation | Statutory Limits |
|--------------------------|------------------|

Automobile Liability:

- | | |
|---------------------------------------|-------------------------------|
| a. Any vehicle, combined single limit | \$1,000,000 (each occurrence) |
|---------------------------------------|-------------------------------|

The CONTRACTOR shall provide thirty (30) days advance notice to CITY in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to CITY thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling CITY to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, CITY shall have the right but not the duty to obtain replacement insurance and to charge the CONTRACTOR for any premium due for such coverage. CITY has the option to deduct any such premium from the sums due to the CONTRACTOR.

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

11. **SURETY BOND.** CONTRACTOR shall furnish, concurrently with the execution of this Agreement, a surety bond in the same amount as the yearly total of the compensation amount described in Section 5 above for the payment of all persons performing labor and furnishing materials in connection with this Agreement. The bonds shall be subscribed by a corporate surety, which is in good standing and authorized to transact surety insurance business in the State of California. In the event that any bond or surety becomes insufficient, CONTRACTOR shall furnish CITY with a new bond within ten (10) days after receiving notice from CITY. No payment will be due or paid under this Agreement until any and all deficiencies have been remedied.

12. **RIGHT OF INSPECTION.** CITY and its authorized representatives, agents, and employees shall have the right to and may enter upon the CITY FACILITIES at any and all times for the purpose of inspection and observation of CONTRACTOR's operations and services. During these inspections, CITY shall have the right to utilize any type of device or instrument, electronic or otherwise, for recording the conditions and events taking place upon the CITY FACILITIES and to determine whether the terms and conditions of this Agreement are being complied with and to observe transactions between CONTRACTOR and patrons in order to evaluate the service and courtesy extended to method of dealing with the general public, and the performance and caliber of CONTRACTOR's employees.

13. **TERMINATION FOR CONVENIENCE.** Either the CITY or the CONTRACTOR may terminate this Agreement at any time without cause by giving thirty (30) calendar days written notice to the other of such termination and specifying the effective date thereof. If this Agreement is terminated as provided herein, CONTRACTOR will be paid a total amount equal to the service he has provided as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

14. **TERMINATION FOR CAUSE.** If for any reason, CONTRACTOR shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if CONTRACTOR shall violate any of the covenants or stipulations of this Agreement after CITY has provided CONTRACTOR with ten (10) days written notice of such failure or violation and CONTRACTOR has failed to cure such failure or violation, CITY shall then have the right to terminate this agreement by giving a five (5) calendar day written notice to CONTRACTOR. This notice shall refer to this clause, shall specify the nature of the alleged default, and shall specify the effective date of this termination. The CONTRACTOR will be paid a total amount equal to the service he has provided as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

15. **ASIGNMENT AND SUBCONTRACTING.** CONTRACTOR shall not assign, transfer, convey, hypothecate or subcontract the rights or responsibilities under this agreement without the express, written consent of the CITY, which may be withheld for any reason or for no reason. Nevertheless, this Agreement shall be binding upon all successors and assigns of the CONTRACTOR.

16. **STANDARD.** CONTRACTOR agrees that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services. CONTRACTOR shall re-perform any of said services, which are not in conformity with standards as determined by the CITY. The CONTRACTOR will be relieved of its obligation to re-perform said services if the CITY does not notify CONTRACTOR within 180 days after the completion of the non-conforming service. Compensation for CONTRACTOR to re-perform said services shall be subject to the approval of the CITY, but in no event shall such compensation exceed the actual cost of said services. Except as hereinafter provided in respect of personal injury or property damage, the forgoing are the CONTRACTOR's entire responsibilities and the CITY's exclusive remedies for service rendered or to be rendered hereunder, and no other warranties, guarantees, liabilities, or obligations are to be implied.

17. **RESOLUTION OF DISPUTES**

- A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.
- B. If any action, at law or in equity, is brought to enforce or to interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to recover reasonable

attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

- C. Under no circumstances shall either party be liable to the other party for any consequential, incidental, indirect, special, punitive, or other damages other than actual direct damages.

18. **PAYMENTS AND INVOICES.** CONTRACTOR shall present a monthly invoice for all work performed during the preceding month. This invoice shall indicate the amount of compensation to be paid by the CITY for all services rendered by the CONTRACTOR under the terms and conditions of this Agreement. CITY shall pay CONTRACTOR within thirty (30) days of receiving the invoice, provided that all work performed during the preceding month has been inspected and accepted by the CITY and the applicable schedules have been submitted by the CONTRACTOR.

- A. CONTRACTOR shall process separate invoice requests for payment for approved extraordinary repairs made in accordance with Scope and Terms of Service herein below. Invoice submitted shall be in duplicate.
- B. CITY may withhold and/or deduct payment to such extent as may be necessary to protect the CITY from loss due to:
 - (1) Work required in the specifications, which is defective, incomplete, or not performed.
 - (2) Claims filed or reasonable evidence indicating probable filing of claims for damages caused by the CONTRACTOR to private or public property.
 - (3) Expenses incurred by the CITY to perform work required in the specifications that the CONTRACTOR performed in a defective or incomplete manner.
 - (4) Failure to participate in and respond to the scheduled maintenance inspections.
 - (5) Costs incurred by the CITY due to extra administration and inspection times.
 - (6) Failure to submit required maintenance schedules and reports.

19. **FORCE MAJEURE.** The respective duties and obligation of the parties hereunder, except for the obligation to make payments when due, shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, terrorist acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

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

21. **LABOR COMPLIANCE.** CONTRACTOR acknowledges that this Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the

California Labor Code relating to public works and the awarding public agency ("CITY ") and agrees to be bound by all the provisions thereof as though set forth in full herein.

- A. CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1773.8, which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.
- B. CONTRACTOR agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The CONTRACTOR shall, as a penalty to the CITY, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by CONTRACTOR or by any subcontractor.
- C. CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1776 which require CONTRACTOR and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection of the records. CONTRACTOR is responsible for compliance with Section 1776 by itself and all of its subcontractors.
- D. CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.
- E. CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1810 which provides that eight hours labor constitutes a day's work in all cases where the same is performed under the authority of any municipal corporation, or of any officer thereof.
- F. CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The CONTRACTOR shall, as a penalty to the CITY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the CONTRACTOR or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
- G. The California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, by executing this Agreement, CONTRACTOR hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every Employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

22. **SEVERABILITY.** If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue to be in full force and effect without being impaired or invalidated in any way.

23. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

24. **ENTIRE AGREEMENT.** This Agreement, together with Exhibits "A," "B," and "C" supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement or promise not contained in this Agreement shall be valid and binding. Any modification of the Agreement shall be effective only if it is in writing and signed by all parties.

IN WITNESS WHEREOF this Agreement is entered into by the parties hereto on the date first above written.

THE CITY OF PICO RIVERA
(The "CITY")

Date: _____

By: _____
Bob J. Archuleta, Mayor

ATTEST:

Anna M. Jerome, Assistant City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

("CONTRACTOR")

Date: _____

By: _____
Robert Bayer, Vice President

EXHIBIT "A"

SCOPE OF SERVICES

Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform, with his own organization, contract work amounting to not less than 50 percent of the original total contract price. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this AGREEMENT without prior written consent of CITY.

CONTRACTOR will provide HVAC maintenance services necessary to keep HVAC equipment in good working order which include but is not limited to:

- Test and inspect equipment to determine its operating condition and efficiency. Tests include but are not limited to, excessive vibration, refrigerant charge, oil levels, safety controls, worn or failed parts, leaks.
- Inspect, clean and replace air filters and/or frames.
- Preventative maintenance including but not limited to clean, align, calibrate, tighten, adjust, lubricate and paint equipment to extend and ensure proper operating conditions. All components, parts and supplies required to keep the equipment operating properly and efficiently are to be supplied by CONTRACTOR.
- Repair and replace any broken, worn or doubtful components or parts.
- Respond to trouble calls including unscheduled work resulting from abnormal conditions. Service personnel shall be available within 24 hours of service request by CITY.
- Make recommendations for system upgrades/replacements beyond normal maintenance.



MAINTENANCE AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
10/01/2012	PG-15087	

BY AND BETWEEN:

ABM Building Solutions
152 Technology
Irvine, CA 92618

AND

City of Pico Rivera
6615 Passons Blvd.
Pico Rivera, CA 90660

hereinafter CONTRACTOR

hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

City of Pico Rivera Facilities

Contractor will provide the services described in the maintenance program indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth on the following maintenance program pages.

MAINTENANCE PROGRAM:

Guaranteed Lifetime Protection
and associated Terms and Conditions

AGREEMENT coverage will commence on November 01, 2012 (date). The AGREEMENT price is \$ 94,260.00 per year, payable \$ 94,260.00 per Annual in advance beginning on the effective date of _____.

This AGREEMENT price will be \$ 7,855.00 per Month from November 01, 2012 (date) through October 31, 2014 (date).

IN WARRANTY ONLY: During the warranty, the AGREEMENT price will be \$ _____ per _____. It is understood that the warranty expires on _____ (date).

SCHEDULES INCLUDED: 3-Water Treatment Service
6-Addendum

This proposal is the property of Contractor and is provided for Customer's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein. This annual Agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

CONTRACTOR

CUSTOMER

Signature (Sales Representative)

Brian Spatz

Signature (Authorized Representative)

Approved For Contractor

Anthony Gettler

Signature

Name (Print/Type)

Public Works Superintendent

Name & Title

Title

Date

Date

GUARANTEED LIFETIME PROTECTION

Proposal Date	Proposal Number	Agreement No.
10/01/2012	PG-15087	

This **GUARANTEED LIFETIME PROTECTION (GLP)** program provides the Customer with an ongoing, comprehensive maintenance program for the lifetime of the contract and all renewals thereof. The GLP program will be initiated, scheduled, administered, monitored and updated by the Contractor. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Contractor's own experience. The Customer is informed of the program's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

CONTRACTOR WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

TEST AND INSPECT: Job labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:
 -TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.
 -INSPECTING for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE: Job labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:
 -CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.
 -ALIGNING belt drives; drive couplings; air fins, etc.
 -CALIBRATING safety controls; temperature and pressure controls, etc.
 -TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.
 -ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.
 -LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.
 -PAINTING, for corrosion control, as directed by our scheduling system and on an as-needed basis.

REPAIR AND REPLACE: Job labor, travel labor, parts procurement labor (locating, ordering, expediting and transporting) and travel and living expenses required to REPAIR or REMOVE AND REPLACE broken, worn and/or doubtful components and or parts.

TROUBLE CALLS: Job labor and travel labor, including overtime, plus travel and living expenses required for unscheduled work resulting from an abnormal condition.

COMPONENTS, PARTS AND SUPPLIES: The cost of COMPONENTS, PARTS AND SUPPLIES required to keep the equipment operating properly and efficiently.

GUARANTEED LIFETIME PROTECTION TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. In case of any failure to perform its obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Contractor may either remove the unacceptable system(s) component(s) or part(s) from its scope of responsibility and adjust the annual Agreement price accordingly or cancel this Agreement.
4. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
6. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
7. Excluded from this Agreement, unless otherwise stated herein, is main power to the equipment disconnect, equipment structural supports, oil storage tanks, chimneys, cleaning interior of system(s) duct work and DDC Controls, and the replacement of refrigerant, refrigerant systems or refrigerant types due to system leaks or changes in laws/regulations.
8. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
9. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
10. This Agreement does not include responsibility for the design of the system, safety test, and valve bodies other than those associated with equipment listed on Schedule 1, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s) requirements of governmental regulatory or insurance agencies, or other causes beyond control of Contractor.
11. If a trouble call is made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Contractor may charge Customer at the rate then in effect for such services.
12. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion on this Agreement.
13. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
14. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
15. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
16. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
17. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.
18. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
19. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
20. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Water Treatment Service

Proposal Date	Proposal Number	Agreement No.
10/01/2012	PG-15087	

CONTRACTOR WILL PROVIDE A WATER TREATMENT PROGRAM FOR THE FOLLOWING SYSTEM(S):

Water treatment services will be provided at City Hall and Parks & Recreation for the term of this contract.

SUPPLIES AND MATERIALS: Contractor will provide all monitoring equipment and non-polluting, biodegradable chemicals necessary to maintain proper water condition(s).

PREVENTIVE MAINTENANCE: A professionally designed and directed water treatment program for control of scale, corrosion, and biological fouling will be provided to preserve the equipment, maximize its efficiency, minimize maintenance requirements, and minimize system(s) or equipment malfunction(s). Contractor will regularly examine, test and adjust all water treatment feeding equipment and perform periodic water analyses. On systems requiring continuous water analysis, an automatic monitoring system will be provided. The unit will be programmed to analyze the water and automatically adjust chemical feed and bleed rates. After each service call, a detailed completed Service Report will be provided for Customer's review, approval signature and records.

THE SERVICES DESCRIBED ABOVE ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE PROGRAM OF WHICH THIS SCHEDULE IS A PART.

NOTE: All monitoring and chemical feeding equipment provided by the Contractor is, and will remain, the property of the Contractor. Contractor will maintain this equipment to assure proper working order.

Schedule 5
Special Services/Provisions

Proposal Date	Proposal Number	Agreement No.
10/01/2012	PG-15087	

THE SERVICES DESCRIBED ABOVE ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE PROGRAM OF WHICH THIS SCHEDULE IS A PART.

Schedule 5

Special Services/Provisions

Proposal Date	Proposal Number	Agreement No.
10/01/2012	PG-15087	

Contract Term is for a period of (2) years at a fixed price with the option to extend the AGREEMENT for two (2) additional one (1) year periods.

The City of Pico Rivera reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

Negotiations for rate changes must commence a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

EXHIBIT "B" – FEE PROPOSAL

All pricing will be based on a flat monthly rate for routine preventative maintenance and repairs per site.

<u>Location</u>	<u>Monthly Rate</u>
City Hall.....	\$ 1,180.00
City Hall West.....	\$ 476.00
Parks & Recreation.....	\$ 975.00
City Yard.....	\$ 476.00
Smith Park.....	\$ 604.00
Pico Park.....	\$ 675.00
Rivera Park.....	\$ 975.00
Rio Vista Park.....	\$ --
Rio Hondo Park.....	\$ 476.00
Youth Center.....	\$ 365.00
Senior Center.....	\$ 786.00
Al Natividad Center.....	\$ 365.00
Historical Museum.....	\$ 251.00
Records Retention.....	\$ 251.00
Monthly Total	\$ 7,855.00
	x 12
Annual Total	\$ 94,260.00

Please also include firm's rate sheet, if available, for all services offered.



City of Pico Rivera
PUBLIC WORKS DEPARTMENT

6615 Passons Boulevard · Pico Rivera, California 90660

(562) 801-4421

Web: www.pico-rivera.org · e-mail: lgaray@pico-rivera.org

City Council

Bob J. Archuleta

Mayor

Gustavo V. Camacho

Mayor Pro Tem

David W. Armenta

Councilmember

Gregory Salcido

Councilmember

Brent A. Tercero

Councilmember

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

September 20, 2012

SUBJECT: REQUEST FOR PROPOSALS (RFP) FOR HVAC MAINTENANCE SERVICES

To Whom It May Concern:

The City of Pico Rivera is requesting proposals from a qualified organization(s) to provide HVAC Maintenance Services. These services will include repair and maintenance of City owned HVAC systems.

To be considered, please must submit your proposal indicating your knowledge and experience related to the services being sought. The proposal must be able to provide all services in accordance with Federal requirements. Selection will be based on the result of each consultant's interview scores from the City of Pico Rivera selection panel.

Please submit four (4) copies of your proposal (one original plus three copies) to:

City of Pico Rivera – Department of Public Works
Attn: Linda Garay, Executive Assistant
6615 Passons Blvd.
Pico Rivera, CA 90660

Submission Deadline: October 9, 2012, 2:00 p.m.

For any questions, please contact Anthony R. Gettler, Public Works Superintendent, at (562) 801-4415 or email agettler@pico-rivera.org.

Sincerely,

Anthony R. Gettler
Public Works Superintendent

ARG:kv

**CITY OF PICO RIVERA
DEPARTMENT OF PUBLIC WORKS
6615 PASSONS BLVD
PICO RIVERA, CA 90660
(562) 801-4421**

**REQUEST FOR PROPOSAL
FOR
HVAC MAINTENANCE SERVICES**

ISSUED: SEPTEMBER 20, 2012

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 The City of Pico Rivera, hereinafter referred to as “CITY”, is soliciting proposals from a qualified organization(s), hereinafter referred to as “CONTRACTOR”, to provide HVAC Maintenance Services.
- 1.2 This solicitation is not intended to create an exclusive service AGREEMENT. CITY retains the ability, at its sole discretion, to add qualified CONTRACTORS at any time.

2.0 BACKGROUND

- 2.1 The CITY owns a variety of HVAC units at thirteen CITY facilities. Attachment C lists these units by location.

3.0 CALENDAR OF EVENTS

Issuance of RFP	September 20, 2012
Pre-bid Walkthrough	September 25, 2012
Deadline for Written Questions	October 1, 2012
Proposal Submittal Deadline	October 9, 2012
Estimated Notification of Selection	October 16, 2012
Estimated AGREEMENT Date	October 23, 2012

This schedule is subject to change as necessary.

4.0 FUTURE ADDENDA

CONTRACTORS who receive notification of this solicitation by means other than through a CITY mailing, shall contract the person designated in the CITY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by informing the CITY'S point of contact of their mailing information.

5.0 CITY POINTS OF CONTACT

5.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for CITY:

Anthony Gettler
Public Works Superintendent
9633 Beverly Road
Pico Rivera, CA 90660
Phone: (562) 801-4421
Fax: (562) 699-9038
Email: agettler@pico-rivera.org

5.2 All questions regarding this solicitation shall be submitted in writing (e-mail or fax is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTORS after the deadline for receipt of questions as indicated in the CALENDAR OF EVENTS. Questions submitted after the deadline will not be answered.

5.3 Only answers to questions communicated by formal written addenda will be binding.

5.4 Prospective CONTRACTORS shall not contact CITY officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

6.0 SCOPE OF WORK

6.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform, with his own organization, contract work amounting to not less than 50 percent of the original total contract price. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this AGREEMENT without prior written consent of CITY.

6.2 CONTRACTOR will provide HVAC maintenance services necessary to keep HVAC equipment in good working order which include but is not limited to:

6.2.1 Test and inspect equipment to determine its operating condition and efficiency. Tests include but are not limited to, excessive vibration, refrigerant charge, oil levels, safety controls, worn or failed parts, leaks.

6.2.2 Inspect, clean and replace air filters and/or frames.

6.2.3 Preventative maintenance including but not limited to clean, align, calibrate, tighten, adjust, lubricate and paint equipment to extend and ensure proper operating conditions. All components, parts and supplies required to keep the equipment operating properly and efficiently are to supplies by CONTRACTOR.

6.2.4 Repair and replace any broken, worn or doubtful components or parts.

6.2.5 Respond to trouble calls including unscheduled work resulting from abnormal conditions. Service personnel shall be available within 24 hours of service request by CITY.

6.2.6 Make recommendations for system upgrades/replacements beyond normal maintenance.

7.0 CONTRACT TERM

7.1 The term of the AGREEMENT(s) will be for a period of two (2) years at a fixed price with the option to extend the AGREEMENT for two (2) additional one (1) year periods.

7.2 The AGREEMENT shall contain a clause that provides that CITY reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

7.3 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

7.3.1 Both parties shall agree upon rate extension(s) or changes in writing.

7.3.2 CITY is not required to state a reason if it elects not to renew.

8.0 PROPOSAL/QUALIFICATION PACKAGE REQUIREMENTS

8.1 CONTENT AND LAYOUT:

8.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal or qualifications package shall be organized as per the table below; heading and section numbering utilized in the proposal or qualification package shall be the same as those identified in the table. Proposals or qualifications packages shall include at a minimum, but not limited to, the following information in the format indicated.

SECTION 1	COVER LETTER (INCLUDING CONTACT INFORMATION)
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	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
SECTION 2	LICENSING REQUIREMENTS
SECTION 3	PROJECT EXPERIENCE AND REFERENCES (ATTACHMENT B)
SECTION 4	PRICING (ATTACHMENT A)
SECTION 5	EXCEPTIONS
SECTION 6	APPENDIX

8.2 SECTION REQUIREMENTS

SECTION 1

Cover Letter: All proposals must be accompanied by a cover letter not exceeding the equivalent of two (2) single-sided pages and should provide as follows:

Contact Information: The name, address, telephone number, and fax number of CONTRACTOR'S primary contact person during the solicitation process through to potential contract award.

Firm Information: Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it has been in existence.

Signed Signature Page: Proposal or qualification packages submitted without this page will be deemed non-responsive. Errors may be crossed out and correction printed in ink or typed adjacent, and must be initialed by the person signing the proposal.

Signed Addenda (if any)

Table of Contents

SECTION 2

Licensing Requirements: CONTRACTOR must acknowledge in writing that it is in compliance with all laws governing the maintenance and repair of HVAC systems and meets all governmental requirements.

SECTION 3

Project Experience & References

Key Staff Persons: CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

Experience & References: CONTRACTOR shall highlight their experience and submit three references, preferably including other government agencies. CONTRACTOR shall describe at least three similar projects for which it provided services similar to the scope of work described herein. Please include phone number and email address if possible as CITY will conduct reference checks using this information.

Violations: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by CONTRACTOR which are its parent company and/or subsidiaries, from any public agency during 2005 up to and including the present day.

SECTION 4

Pricing: CONTRACTOR shall complete and submit pricing as per ATTCHMENT A – PRICING SHEET attached hereto. All applicable tax shall be included as a separate line item.

SECTION 5

Exceptions: Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with “EXCEPTION TO CITY OF PICO RIVERA SOLICITATION.” Each Exception shall reference the page number and section number as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate CITY to revise the terms of the RFP or AGREEMENT.

SECTION 6

Appendix: CONTRACTOR may provide any additional information that it believes to be applicable to this proposal or qualifications package and include such information in an Appendix section.

8.3 ADDITIONAL REQUIREMENTS: To be considered “responsive,” submitted proposals or qualifications packages shall adhere to the following:

8.3.1 Four (4) sets of the proposal or qualifications package (one original proposal marked “Original” plus three copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitted, and reference to RFP. In addition, submit one (1) electronic version of the entire proposal or qualifications package on a CD, DVD, or USB memory stick (**Adobe PDF format only.**) Additional copies may be requested by CITY at its discretion.

8.3.2 Proposals or qualifications packages shall be prepared on 8-1/2” x 11” paper, preferably bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other

pertinent information or work product examples may be included as Appendices.

8.3.3 Reproductions of the City of Pico Rivera Seal shall not be used in any documents submitted in response to this solicitation.

8.3.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal or qualifications package but may instead line out and initial in ink any item which no longer is applicable or accurate.

8.3.5 To validate your proposal or qualifications package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals or qualification packages submitted without that page may be inserted into the remaining five proposal copies. All prices and notations must be typed or written in the original proposal copy as well. Errors may be crossed out and corrections printed and must be initialed by the person signing the proposal.

8.4 CONFIDENTIAL OR PROPRIETARY CONTENT: Any page of the proposal or qualifications package that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION" at the top of the page.

9.0 SUBMITTAL INSTRUCTIONS AND CONDITIONS

9.1 Box Identification Requirements: ALL BOXES MAILED OR DELIVERED CONTAINING PROPOSAL OR QUALIFICATIONS PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE RFP TITLE and CONTRACTOR'S COMPANY NAME.**

9.2 Mailing Address: Proposal or qualifications packages shall be mailed to CITY at the mailing address indicated on the SIGNATURE PAGE of this solicitation.

- 9.3 Due Date: Proposal or qualifications packages must be received by CITY **ON OR BEFORE** the time and date specified, at the location and to the person specified on the SIGNATURE PAGE of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal or qualifications package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 9.4 Shipping Costs: Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.
- 9.5 Acceptance: Proposals are subject to acceptance at any time within 90 days after opening. CITY reserves the right to reject any and all proposal or qualifications packages, or part of any proposal or qualifications package, to postpone the scheduled deadline date(s), to make an awards in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal or qualifications package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 9.6 Ownership: All submittals in response to this solicitation become the property of the City of Pico Rivera. If a CONTRACTOR does not wish to submit a proposal or qualifications package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid."
- 9.7 Compliance: Proposal or qualifications packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 9.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

10.0 SELECTION CRITERIA

- 10.1 The section of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for CITY to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.
- 10.2 The selection criteria include, but are not limited to, the following:
 - 10.2.1 CONTRACTOR'S demonstration of direct experience in providing maintenance of HVAC systems as described within RFP.
 - 10.2.2 CONTRACTOR'S record of safety and regulatory compliance.
 - 10.2.3 CONTRACTOR'S demonstrated ability to perform on site work safely and efficiently for similar clients.
 - 10.2.4 CONTRACTOR'S ability to provide services at all designated locations within the City of Pico Rivera, including ability to respond to emergencies.
 - 10.2.5 CONTRACTOR'S history of reliable, prompt, and thorough services.
 - 10.2.6 CONTRACTOR'S ability to provide services at competitive rates.
 - 10.2.7 CONTRACTOR'S compliance with all CITY requirements, including insurance and indemnification requirements, as detailed in SAMPLE AGREEMENT
 - 10.2.8 CONTRACTOR'S sustained industry reputation for customer satisfaction in quality of service, in resolving service problems, and providing customer support as necessary.
- 10.3 CONTRACTOR will provide CITY an opportunity to inspect CONTRACTOR'S equipment prior to award of contract.

10.4 AGREEMENT award(s) will not be based on cost alone.

11.0 CONTRACT AWARDS

11.1 Multiple Award(s): CITY has the option to award a portion or portions of this contract to multiple successful CONTRACTORS at the sole discretion and benefit to CITY.

11.2 City Council: The award(s) made from this solicitation will be subject to approval by the City Council.

11.3 Interview: CITY reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are CONTRACTOR'S responsibility.

11.4 Incurred Costs: CITY is not liable for any costs incurred by CONTRACTOR in response to this solicitation.

11.5 Notification: Unsuccessful CONTRACTORS who have submitted a proposal or qualifications package will be notified of the final decision as soon as it has been determined.

11.6 In CITY'S Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of the CITY, best serves the overall interest of the CITY.

11.7 No Guaranteed Value: CITY does not guarantee a minimum or maximum dollar value for any AGREEMENT(S) resulting from this solicitation.

12.0 SEQUENTIAL CONTRACT NEGOTIATION

CITY will pursue contract negotiations with the CONTRACTOR who submits the best proposal or qualifications or is deemed the most qualified in the sole opinion of CITY, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either CITY or CONTRACTOR, CITY may pursue contract negotiations with the entity

that submitted a proposal which CITY deems to be the next best qualified to provide the services, or CITY may issue a new solicitation or take any other action which it deems to be in its best interest.

13.0 AGREEMENT TO TERMS AND CONDITIONS

CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with CITY for the provision of the requested service. The AGREEMENT shall be written by CITY in a standard format approved by City Counsel, similar to the SAMPLE AGREEMENT SECTION herein. Submission of a signed bid/proposal and the SIGNATURE PAGE will be interpreted to mean **CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS** set forth in the pages of this solicitation and the standard provisions included in the SAMPLE AGREEMENT Section herein. CITY may but is not required to consider including language from the CONTRACTOR'S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR'S proposal.

14.0 COLLUSION

CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates of conditions to the solicitation that would bring about any unfair conditions.

15.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by CONTRACTOR that are submitted as part of the submittal will become the property of CITY when received by CITY and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION." CITY will not disclose proprietary information to the public, unless required by law; however, CITY cannot guarantee that such information will be held confidential.

SAMPLE AGREEMENT SECTION

SAMPLE AGREEMENT BETWEEN CITY OF PICO RIVERA AND CONTRACTOR

S1.0 SAMPLE RECITALS

WHEREAS, CITY has invited proposals through the Request for Proposals (RFP) for _____, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, CITY and CONTRACTOR, for the consideration hereinafter named, agree as follows:

S2.0 PERFORMANCE OF THE AGREEMENT

S2.1 After consideration and evaluation of the CONTRACTOR'S proposal, CITY hereby engages CONTRACTOR to provide the services set forth in RFP and in this AGREEMENT on the terms and conditions contained herein and in RFP. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFP dated _____, including all attachments and exhibits
Addendum (or Addenda) # _____
CONTRACTOR'S Proposal dated _____,
AGREEMENT,
Certificate of Insurance
Additional Insured Endorsements

S2.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, CONTRACTOR'S Proposal, RFP including all attachments and exhibits, Addendum/Addenda, Certificate of Insurance, and Additional Insured

Endorsements.

S2.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR'S agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the CITY, or immediate family of an employee of the CITY.

S2.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

S2.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.

S2.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use CITY premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

S3.0 SCOPE OF SERVICE

The Scope of Service shall be consistent with the Scope of Work defined in this solicitation and shall include description of goods and/or services provided including timelines and deliverables. Shall also include itemized pricing (including tax), a total price, and all associated payment provisions. Additional conditions may be stated such as details regarding training, meetings, any "acceptable testing" or "notice to proceed" clauses and project management requirements if applicable.

S4.0 TERM OF AGREEMENT

S4.1 The initial term shall commence with the signing of the AGREEMENT through and including _____, with the option to extend the AGREEMENT for two (2) additional one year periods. CITY is not required to state a reason if it elects not to renew this AGREEMENT.

S4.2 If CITY exercises its option to extend, all applicable parties shall mutually agree

upon the extension, including any changes in rate and/or terms and conditions.

S4.3 CITY reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

S5.0 COMPENSATION AND PAYMENTS

S5.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.

S5.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. CITY does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

S5.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.

S5.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.

S5.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from CITY in writing.

S5.6 Tax: Pricing as per this AGREEMENT is inclusive of all applicable taxes.

S6.0 INVOICES AND PURCHASE ORDERS

S6.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the City of Pico Rivera Public Works Department at the following respective address as appropriate, referencing Purchase Order number on all correspondence:

City of Pico Rivera
Public Works Department
6615 Passons Blvd
Pico Rivera, Ca. 90660

S6.2 CONTRACTOR shall reference the Purchase Order on all correspondence submitted to CITY. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. CITY shall certify the invoice, either in the requested amount or in such other amount as CITY approves in conformity with this AGREEMENT, and shall promptly submit such invoice to Finance Dept. for payment.

S6.3 All City of Pico Rivera Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).

S6.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by CITY. Surcharges and additional fees not included the AGREEMENT must be approved by CITY in writing via an Amendment.

S7.0 INDEMNIFICATION

INDEMNIFICATION: CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorney's fees) occurring or resulting to any and all persons, firms or corporations furnishing or supply work, services, materials, or supplies in connection with the performance or this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the City. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

S8.0 INSURANCE

S8.1 Coverage Requirements: Without limiting its Indemnities, CONTRACTOR will secure and maintain insurance coverage meeting requirements herein. CONTRACTOR may use a combination of primary and excess insurance coverage to satisfy these requirements. If CONTRACTOR fails to fully satisfy the coverage requirements set forth herein, CONTRACTOR agrees that it shall be liable for any loss, injury, damage, attorney's fees or defense costs, or

expenses, that the CITY incurs that would have been insurable under the required coverage, if such coverage were obtained. CONTRACTOR further agrees that any failure of the CITY to verify the placement and continued existence of all insurance required herein, or the CITY'S knowledge that such requirements are not fully satisfied, shall not be considered a waiver of such requirements, or in any way alter CONTRACTOR'S obligations to provide such coverage, unless the coverage requirements have been amended in a writing properly executed by both the CITY and CONTRACTOR.

S8.2 CONTRACTOR further agrees that the General Liability Insurance, Pollution Liability Insurance, and Automobile Liability Insurance shall each include provisions, either by blanket endorsement(s), or by specific endorsement(s), satisfying the following requirements to be documented:

S8.2.1 All such insurance shall include a waiver of any subrogation rights of that insurer against "The City of Pico Rivera, and its agents, officers, and employees"; and

S8.2.3 All such insurance shall contain provisions that the insurance is primary and non-contributing with any other insurance or self-insurance programs maintained by the "City of Pico Rivera, and its agents, officers, and/or employees".

S8.3 CONTRACTOR further agrees that the General Liability Insurance, Pollution Liability Insurance, and Automobile Liability Insurance required herein shall each include provisions that make the CONTRACTOR responsible for the payment of any deductible or self-insured retention such that "the City of Pico Rivera and its agents, officers, and employees" shall be entitled to a dollar-one defense and indemnity as additional insured.

S8.4 In addition, to the extent that any primary or excess liability policy issued to CONTRACTOR with limits of liability in excess of the minimum limits stated below provides coverage to an additional insured to the extent required by contract, this contract shall be construed to obligate CONTRACTOR to obtain additional insured protection for the CITY under that/those policy(ies).

S8.5 General Liability Insurance written or its equivalent with limits of not less than the following:

- General Aggregate: \$6 million
- Products/Completion Operations Aggregate: \$6 million
- Personal and Advertising Injury: \$5 million
- Each Occurrence: \$5 million

S8.6 Pollution Legal Liability Coverage shall include any deductible or self-insured retention, covering loss (including cleanup costs) that CONTRACTOR becomes legally obligated to pay as a result of claims for bodily injury, property damage, and cleanup costs (including expenses required by environmental laws or incurred by federal, state, or local governments or third parties) that arise or are alleged to arise from pollution conditions related to CONTRACTOR'S performance of its obligations under this AGREEMENT, including the loading, unloading, or transportation of cargo/waste, and including a defense for all such claims. For the purpose of this subsection, "pollution conditions" includes the dispersal, discharge, release, or escape of any solid, liquid, gaseous or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials) into or upon land, any structure on land, the atmosphere, or any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered. The liability coverage for pollution must provide contractual liability coverage, by endorsement or schedule, if necessary, for CONTRACTOR'S Indemnities. Coverage shall be with limits of not less than the following: Each Occurrence... \$50 million.

S8.7 Automobile Liability Coverage written on shall include any deductibles or self-insured retentions; endorsed to delete the pollution and/or the asbestos exclusion and include pollution liability (using form CA 99 48 or its equivalent) for accidental spills and discharges while transporting and/or processing materials, unless such coverage is otherwise provided under the Pollution Legal Liability Coverage; and covering all Vehicles (any auto). Coverage shall be with limits of not less than the following: Each Accident... \$10 million.

S8.8 If CONTRACTOR is subject to federal regulations, CONTRACTOR also will maintain any other coverage necessary to satisfy state or federal financial responsibility requirements.

S8.9 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits required by the California Labor Code or by any other state labor law, and for which CONTRACTOR is responsible, and Employers' Liability coverage with limits of not less than the following:

- Each accident: \$1 million
- Disease - policy limit: \$1 million
- Disease - each employee: \$1 million

S8.10 Blanket Crime Coverage shall cover losses of Customer service charges received from Customers and held by Contractor prior to remittance of

Contractor payment obligations there from to CITY, with the CITY to be a Loss Payee under such coverage, to the extent that its interests may appear or be affected. If CONTRACTOR fails to secure and maintain any insurance required by this AGREEMENT, at its sole option CITY may secure and maintain that insurance at its expense and CONTRACTOR will pay CITY the CITY'S reimbursement costs therefore. This remedy is in addition to CITY'S right to declare a Default and terminate the AGREEMENT. Coverage shall be with limits of not less than the following: Incidents of Employee Theft...\$25 million.

S9.0 RECORDS AND CONFIDENTIALITY

S9.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the CITY or prepared in connection with the performance of this AGREEMENT, unless CITY specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to CITY any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR'S obligations under this AGREEMENT.

S9.2 CITY Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to CITY any CITY records which CONTRACTOR used or received from CITY to perform services under this AGREEMENT.

S9.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and CITY rules and regulations related to services performed under this AGREEMENT.

S9.4 Access to and Audit of Records: CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of CITY or as part of any audit of CITY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

S10.0 NON-DISCRIMINATION

S10.1 During the performance of this contract, CONTRACTOR shall not unlawfully

discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285.0, et seq.).

S10.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

S10.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTS with subcontractors to perform work under the contract.

S11.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

S11.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of City of Pico Rivera, nor immediate family of an employee of City. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

S11.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount. CONTRACTOR shall not subcontract, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of CITY. Notwithstanding any such subcontracting, CONTRACTOR shall continue to be liable for the performance of all requirements of AGREEMENT.

S11.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of CITY.

S11.4 Any subcontractor shall comply with all of CITY requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

S12.0 CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

S13.0 COMPLIANCE WITH APPLICABLE LAWS

S13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws, that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

S13.2 CONTRACTOR shall report immediately to CITY Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

S13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

S14.0 FORCE MAJEURE

S14.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

S14.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.

S14.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure.

CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

S15.0 RIGHTS AND REMEDIES OF THE CITY FOR DEFAULT

In the case of default by CONTRACTOR, CITY may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by CITY shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

S16.0 EMERGENCY SITUATIONS

CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency. During the emergency, CONTRACTOR shall provide CITY with all available supplies, materials, equipment and/or services on a priority basis, and pursuant to the Resource Conservation and Recovery Act (RCRA). CITY expects emergency response by CONTRACTOR to occur within two (2) hours of order placement and may be required during evenings, weekends, and holidays. Time is of the essence for response during emergency situations. Emergency site location(s) and estimated arrival time will be mutually agreed upon if possible based on the circumstances of the emergency, by CITY and CONTRACTOR, at time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to CONTRACTOR'S facility and/or equipment, will be taken into consideration.

S17.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to CITY'S contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first

class or better postage fully prepaid, addressed to the party as indicated below

Notices mailed or faxed to the parties shall be addressed as follows:

TO CITY:
City of Pico Rivera
Department of Public Works
6615 Passons Blvd
Pico Rivera, CA 90660

TO CONTRACTOR:
Name
Address

Tel. No. (562) 801-4421
Fax No. (562) 949-2525
Email: acervantes@pico-rivera.org

Tel. No. _____
Fax No. _____
Email _____

S18.0 LEGAL DISPUTES

CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction’s laws.

Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California.

CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

CITY Signature

CONTRACTOR Signature

Printed Name

Printed Name

Title

Title

Date

Date

ATTACHMENTS AND SIGNATURE PAGE

ATTACHMENT A – PRICING SHEET

All pricing will be based on a flat monthly rate for routine preventative maintenance and repairs per site.

<u>Location</u>	<u>Monthly Rate</u>
City Hall.....	\$ _____
City Hall West.....	\$ _____
Parks & Recreation.....	\$ _____
City Yard.....	\$ _____
Smith Park.....	\$ _____
Pico Park.....	\$ _____
Rivera Park.....	\$ _____
Rio Vista Park.....	\$ _____
Rio Hondo Park.....	\$ _____
Youth Center.....	\$ _____
Senior Center.....	\$ _____
Al Natividad Center.....	\$ _____
Historical Museum.....	\$ _____
Records Retention.....	\$ _____
Monthly Total	\$ _____
	x 12
Annual Total	\$ _____

Please also include firm’s rate sheet, if available, for all services offered.

ATTACHMENT B – REFERENCES

REFERENCE 1:

CLIENT NAME: _____

CONTACT: _____

E-MAIL AND PHONE NO: _____

DESCRIPTION OF PROJECT _____

REFERENCE 2:

CLIENT NAME: _____

CONTACT: _____

E-MAIL AND PHONE NO: _____

DESCRIPTION OF PROJECT _____

REFERENCE 3:

CLIENT NAME: _____

CONTACT: _____

E-MAIL and PHONE NO: _____

DESCRIPTION OF PROJECT _____

Additional pages may be used as necessary

SIGNATURE PAGE

CITY OF PICO RIVERA
CONTRACTS/PURCHASING DIVISION

RFP
ISSUE DATE: September 20, 2012

RFP TITLE: **HVAC MAINTENANCE SERVICES**

PROPOSALS ARE DUE IN THE OFFICE OF THE DIRECTOR OF PUBLIC WORKS BY:
OCTOBER 9, 2012, 2:00 P.M.

MAILING ADDRESS:
CITY OF PICO RIVERA
DEPARTMENT OF PUBLIC WORKS
6615 PASSONS BLVD
PICO RIVERA, CA 90660

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO:
ANTHONY GETTLER
PUBLIC WORKS SUPERINTENDENT
(562) 801-4224
agetler@pico-rivera.org

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL:
(1 ORIGINAL PLUS 3 COPIES)

ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN

This Signature Page must be included with your submittal in order to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

BIDDERS MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present his proposal package.

Company Name: _____ Date: _____

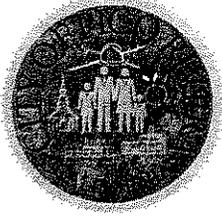
Printed Name: _____ Phone: _____

Title: _____ Fax: _____

Address: _____

License No. (if applicable): _____ License Classification: _____

Signature: _____



City of Pico Rivera
PUBLIC WORKS DEPARTMENT

6615 Passons Boulevard · Pico Rivera, California 90660
(562) 801-4421

Web: www.pico-rivera.org · e-mail: lgaray@pico-rivera.org

City Council

Bob J. Archuleta
Mayor

Gustavo V. Camacho
Mayor Pro Tem

David W. Armenta
Councilmember

Gregory Salcido
Councilmember

Brent A. Tercero
Councilmember

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

October 2, 2012

SUBJECT: **ADDENDUM NO. 1**
REQUEST FOR PROPOSAL FOR HVAC MAINTENANCE SERVICES
DATED SEPTEMBER 20, 2012

To whom it may concern:

Contractors and interested parties concerned with submitting cost proposals for the subject project are hereby informed of the following items:

1. Replace Section S8.0 INSURANCE, Subsection 8.5 in its entirety with the following:

“S8.5 General Liability Insurance written or its equivalent with limits of not less than the following:

- General Aggregate: \$1 million
- Products/Completion Operations Aggregate: \$1 million
- Personal and Advertising Injury: \$1 million
- Each Occurrence: \$1 million”

2. On the job walk, it was expressed that the Honeywell controls at City Hall were excluded from the contract. Can you please verify that this is correct and can we assume that any all controls at the various City sites are to be excluded from the contract?

Honey well control panel at the City Hall is excluded from the contract. All other control panels related to HVAC systems at the various sites shall be included in the contract.

3. On the job walk, ducting was mentioned as one item that was covered by the full service contract. Typically, other full service contracts with similar scope from municipalities only include mechanical parts, oil, refrigerants and the like, but items like ductwork or refrigerant lines are excluded. Can you state whether ductwork and refrigerant lines need to be covered by our pricing?

Addendum No. 1
Request for Proposal for HVAC Maintenance Services
October 2, 2012

Repairs to ductwork are not included in the contract. However, repairs to refrigerant lines are included in the contract.

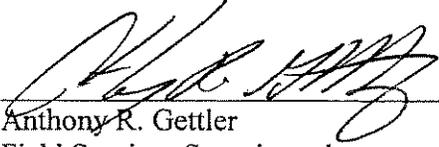
4. Please verify what building have controls, the check points on the controls, what kind of controls, frequency, are there any calibrations involved, any posts that need to be included?

None of the buildings have any control systems. They are all stand alone with thermostats controlling each unit. City Hall and the Parks & Recreation Building have pneumatic systems.

Other portions of the RFP remain unchanged. Acknowledgement below should be signed and included with the bid proposal.

Acknowledgement

Date



Anthony R. Gettler
Field Services Superintendent

ARG:kv



To: Mayor and City Council

From: City Manager

Meeting Date: October 23, 2012

Subject: SMITH PARK RENOVATION AND RIO VISTA PARK RENOVATION PROJECTS - AUTHORIZATION OF A SOLE SOURCE PURCHASE OF MUSCO SPORTS LIGHT SYSTEMS

Recommendation:

Authorize a sole source purchase from Musco Sports Lighting, LLC in the amount of \$647,635 for two Sports Light Systems for Smith Park and Rio Vista Park Renovation Projects.

Fiscal Impact:	\$460,731	Smith Park Renovation, CIP NO. 21218
	<u>\$186,904</u>	<u>Rio Vista Park Renovation, CIP NO. 21224</u>
	\$647,635	Total in Vital City Services Bond

Discussion:

The Smith Park and Rio Vista Renovation Projects are now underway. To reduce construction costs, staff is continually evaluating possible cost saving measures, even while the project is under construction. To that end, staff recommends a direct purchase of two sports light systems in conjunction with the Smith Park and Rio Vista Park Renovation Projects. This cost savings measure will eliminate the mark-up costs that would otherwise be charged by the contractor.

While this purchase is recommended as a sole source purchase, the sports light systems were competitively bid as a part of the Smith Park and Rio Vista Park Renovation Projects. The bid submitted by Acon Development, the contractor, was in the amount of approximately \$722,000. If the City purchases the two sports light systems directly from Musco Sports Lighting, the City will pay \$647,635; achieving a cost savings of over \$74,000.

This direct purchase will include a comprehensive 25-year product assurance and warranty program that will eliminate 100% of the City's maintenance costs for 25 years, including labor and materials. This also includes guaranteed light levels, lamp replacements at the end of the rated lamp life, reduced energy consumption, lighting control systems, and lighting system structural integrity.

COUNCIL AGENDA REPORT – MTG. OF 10/23/12
SMITH PARK RENOVATION AND RIO VISTA PARK RENOVATION PROJECTS -
AUTHORIZATION OF A SOLE SOURCE PURCHASE OF MUSCO SPORTS LIGHT
SYSTEMS

Page 2 of 2

MUSCO Sports Lighting

The MUSCO brand sport lighting system is the City's standard. MUSCO light systems were recently installed at Rivera Park as well as at Rio Hondo and Pico Parks.

Included with the lighting system is the MUSCO Control-Link system. This unique system controls the ball field lighting and some exterior security light systems. With Control-Link, light schedules are preset over the internet. Lights can also be turned on and off on a moment's notice by telephone or fax.

Additionally, Musco Lighting is the only sports lighting manufacturer to utilize a lumen maintenance system in conjunction with a sophisticated luminary assembly (inclusive of a die cast aluminum reflector housing, over 2000 photometric patterns, and optimal lamp-operating position), all of which combine to allow for 40% energy savings over other sports lighting manufacturers.

As a note, all of the sports fields at Smith Park will have lighting with the exception of Field #1 (Mustang field). At Rio Vista, Field #2 and Field #4 will not be lit. If sufficient cost savings measures can be identified, the remaining sports fields will be lit.



Ronald Bates

RRB:AC:RG:lg

Enc.

- 1) Attachment "A" – Musco Sports Lighting Quote



Quote

**Pico Rivera Renovation Projects
Rio Vista Park and Smith Park
Pico Rivera, California
Revised: August 9, 2012
Date: July 10, 2012
To: City of Pico Rivera – Mr. Jose Loera**

Quotation Price – Materials Only

Musco's Light Structure Green™ lighting system as described below and delivered to the job site:

➤ Rio Vista Park		
○ All field lighting and controls excluding field #4 (delivery included):		\$170,300.00
▪ Sales tax rate of 9.75% of \$170,300.00:		\$ 16,604.25
➤ Smith Park		
○ All field lighting/controls excluding skate park/Mustang Field (delivery included):		\$419,800.00
▪ Sales tax rate of 9.75% of \$419,800.00:		<u>\$ 40,930.50</u>
Total cost for both parks to include tax:		\$647,634.75

Wholesaler/contractor mark-ups, labor, and unloading of the equipment are not included as part of this quote.

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential. Divulging technical or pricing information to competitive vendors will result in removal from the bid list.

Equipment Description: (Rio Vista Park: Base-bid - All Fields & includes controls for Field 4)

Light Structure Green™ System delivered to your site in Five Easy Pieces™

- (16) Pre-cast concrete bases
(Deduct #1: four bases for field 4)
- (16) Galvanized steel poles
(Deduct #1: poles A7, A8, B5, and B6 for field 4)
- Electrical component enclosures
- Pole length wire harness
- (56) Factory-aimed and assembled luminaires
(Deduct #1: 18 fixtures for field 4)

Also Includes:

- Musco Constant 25™ product assurance and warranty program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Guaranteed constant light level for 25 years
- Four (4) group re-lamps at the end of the lamps' rated life, 5000 hours; based on 825 annual usage hours
- Reduced energy consumption with an average of 86.58 kW per hour
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors sized for 480 Volt 3 phase (to be confirmed prior to production)
- Auxiliary mounting brackets (per ES-007 sheet) to accommodate back lighting, speakers, and future cameras (back lighting, speakers, and cameras to be purchased by others)

Equipment Description: (Smith Park: Base-bid - All Fields & includes controls for Mustang Field and Skate Park)

Light Structure Green™ System delivered to your site in Five Easy Pieces™

- (29) Pre-cast concrete bases
(Deduct #1: four bases for Mustang Field; Deduct #10: three bases for Skate Park)
- (29) Galvanized steel poles
(Deduct #1: poles F1-F4 for Mustang Field; Deduct #10: poles SK1-SK3 for Skate Park)
- Electrical component enclosures
- Pole length wire harness
- (153) Factory-aimed and assembled luminaires – 1500 Watt Metal Halide
(Deduct #1: 36 fixtures for Mustang Field; Deduct #10: 9 fixtures for Skate Park)

Also Includes:

- Musco Constant 25™ product assurance and warranty program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Guaranteed constant light level for 25 years
- Four (4) group re-lamps at the end of the lamps' rated life, 5000 hours; based on 825 annual usage hours
- Reduced energy consumption with an average of 239.3 kW per hour
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors sized for 480 Volt 3 phase (to be confirmed prior to production)
- Auxiliary mounting brackets (per ES-009A sheet) to accommodate back lighting, speakers, and future cameras (back lighting, speakers, and cameras to be purchased by others)

Payment Terms

As agreed upon by Musco's Credit Department

Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately **30-45 days**. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location
- Structural code and wind speed = 2010 CBC, 85 MPH, Exposure C
- Confirmation of pole locations prior to production
- Musco Design 146051R13; Dated 3/08/2012 (Rio Vista Park)
- Musco Design 115136R8; Dated 3/15/2012 (Smith Park)
- Musco Design 115136R6 (Skate Park); Dated 12/21/2011 (Smith Park)

Thank you for considering Musco for your sports-lighting needs. Please contact me with any questions.

Mike Winfrey
Southern California Sales
Musco Sports Lighting, LLC
4 Jenner, Suite 100
Irvine, CA 92618
Phone: 949-754-0503 x6116
Cell: 951-570-0517
Fax: 949-754-0637
E-mail: mike.winfrey@musco.com
Musco Sports Lighting, LLC · 2009, 2012



To: Mayor and City Council
From: City Manager
Meeting Date: October 23, 2012
Subject: PASSONS BOULEVARD UNDERPASS PROJECT, PHASE III, CIP NO. 20053 – AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION

Recommendation:

- 1) Approve Plans, Specifications and Estimate (PS&E) for the Passons Boulevard Underpass Project, Phase III, CIP No. 20053; and
- 2) Authorize the City Clerk to publish the Notice Inviting Bids; and
- 3) Approve the Notice of Exemption for the Passons Boulevard Underpass Project, Phase III, CIP No. 20053, and authorize the City Clerk to file with the County Recorder.

Fiscal Impact: \$560,000 Traffic Congestion Relief Program Funds (TCRP) - State Funds - CIP Account No. 210-7300-44500-00020053

Discussion:

Construction of the Passons Boulevard Underpass Project has been underway since November 2010. Major facets of the project have been completed such as utility relocation, the railroad bridge and the newly lowered Passons Boulevard roadway. Construction of the project is expected to be completed in December 2012.

Public Works staff recently began negotiating with the contractor, Brutoco Engineering & Construction Inc., for construction of certain safety improvements not included in the original project concept. Negotiations came to an end with the contractor when the City learned that the change orders could lead to hundreds of thousands of dollars in delay costs. Staff estimated a loss of \$13,000 per day of delay payable to the contractor. Such delay costs can be avoided by bidding the additional safety and operational improvements competitively as part of another phase of the project, to be known as the Passons Boulevard Underpass Project, Phase III.

COUNCIL AGENDA MEMO – MTG. OF 10-23-12
PASSONS BOULEVARD UNDERPASS PROJECT, PHASE III, CIP NO. 20053 –
AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION

Page 2 of 2

Phase III improvements will include roadway rehabilitation along Rivera Road necessary to resurface pavement damaged during construction; a traffic signal at the new intersection of Rivera Road and Passons Boulevard necessary to provide for safe use of the new intersection by students, pedestrians and motorists; a traffic signal modification at the intersection of Slauson Avenue and Passons Boulevard necessary to accommodate the new Passons Boulevard alignment; and reestablishment of fire access (fire lane) for Maizeland School necessary to meet the requirements of the Los Angeles County Fire Department.

The project is ready to be advertised for construction. The Engineer's Estimate for construction is \$560,000. State funds allocated to the Passons Boulevard Underpass Project will be used to fund the project.

The estimated schedule is the following:

- Advertise Construction October and November 2012
- Bid Opening November 2012
- Award Construction December 2012
- Complete Construction March 2013

Pursuant to the guidelines of the California Environmental Quality Act, Phase III of the Passons Boulevard Underpass Project is categorically exempt under Class 1(c) for existing facilities. Under CEQA, a project is exempt if the scope of work is limited to the repair, maintenance, and minor alterations of existing streets and sidewalks.

Construction management and inspection services will be provided by Harris and Associates, while construction support services will be provided by HDR Engineering under their current contracts.

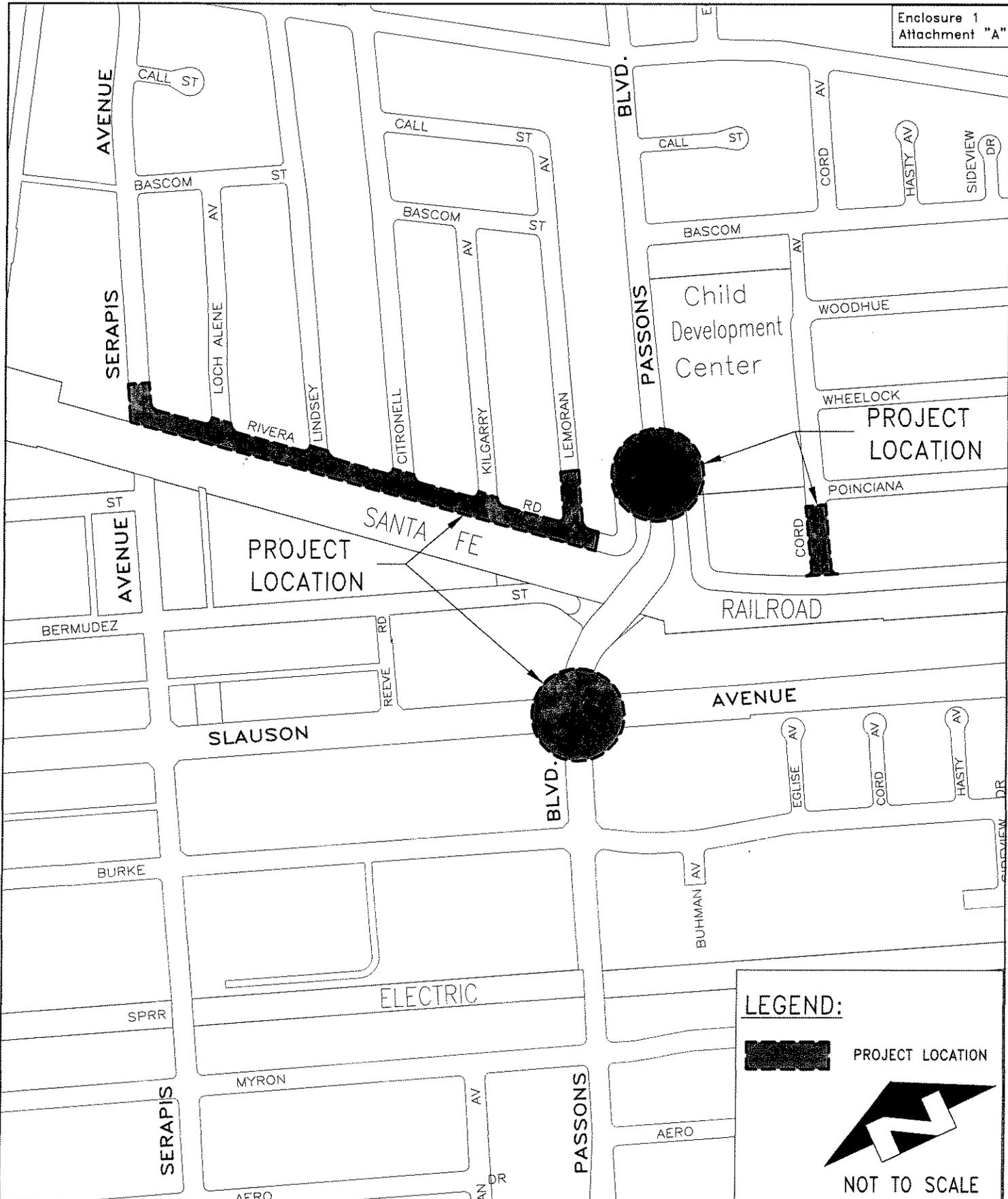
Plans and specifications are available for review at the Public Works Department.


Ronald Bates

RRB:AC:JL:lg

Enc.

- 1) Attachment "A" - Passons Boulevard Exhibit – Vicinity Map
- 2) Attachment "B" - Notice of Exemption



CITY OF PICO RIVERA

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION
PASSONS BOULEVARD PHASE 3 IMPROVEMENTS PROJECT

PREPARED BY: M. NGUYEN

SCALE: NOT TO SCALE

DATE: 10-09-12



Notice of Exemption

Form D

To: Office of Planning and Research
P.O. Box 3044, Room 212
Sacramento, CA 95812-3044

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

(Address)

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

Project Title: CIP No. 20053: Passons Boulevard Underpass Improvements Project Phase 3

Project Location - Specific:

The project is located within the public right-of-way within the following areas of the City of Pico Rivera: the intersections of Passons Boulevard and Stauson Avenue and Passons Boulevard and Rivera Road; along Cord Avenue between Rivera Road and Poinciana Street; and along Rivera Road between Passons Boulevard and Serapis Avenue.

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

Description of Nature, Purpose and Beneficiaries of Project:

The scope of work includes signaling the intersection at Passons Boulevard and Rivera Road, a modification at Passons Boulevard and Stauson Avenue to accommodate a new roadway alignment and pedestrian access, pavement rehabilitation along Rivera Road, and the construction of fire lane access at Maizeland School per Los Angeles County Fire Department requirements. The project is Phase 3 of the Passons Boulevard Underpass Project and will be utilizing Proposition C state funds. No federal funds will be used. The purpose of the project is to upgrade the subject area with public safety enhancements. The beneficiaries are the citizens of Pico Rivera and the surrounding communities.

Name of Public Agency Approving Project: City of Pico Rivera

Name of Person or Agency Carrying Out Project: Art Cervantes, Public Works Department Director

Exempt Status: (check one)

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

Reasons why project is exempt:

The project is exempt due to it being minor alterations of existing traffic/pedestrian right-of-ways consisting of installation of traffic signals, modifications to roadway alignment, pavement rehabilitation, and construction of fire lane access to an existing public school.

Lead Agency
Contact Person: Art Cervantes Area Code/Telephone/Extension: (562) 801-4421

If filed by applicant:

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

Signature: [Signature] Date: 10/16/12 Title: DIRECTOR OF PUBLIC WORKS CITY ENGINEER

- Signed by Lead Agency
 - Signed by Applicant
- Date received for filing at OPR: _____

Revised 2005



To: Mayor and City Council

From: City Manager

Meeting Date: October 23, 2012

Subject: OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO
THE PICO RIVERA REDEVELOPMENT AGENCY
CONFLICT-OF- INTEREST CODE

Recommendation:

Receive and file.

Background:

Under the Political Reform Act (the "Act"), all public agencies are required to adopt a conflict-of-interest code (code). Such code designates positions required to file Statements of Economic Interests (Form 700), and assigns disclosure categories specifying the types of interests to be reported. The Form 700 is a public document intended to alert public officials and members of the public to the types of financial interests that may create conflicts of interests.

Discussion:

With the passage of AB 1x 26 and AB 1484, the Oversight Board of the Successor Agency to the Pico Rivera Redevelopment Agency is a separate legal public entity, and thus, is required to adopt a Conflict-of-Interest Code.

The Oversight Board adopted the attached Conflict-of-Interest Code Resolution No. OB-08-12 at its meeting of October 11, 2012 which is provided to the City Council to receive and file as the reviewing body of the code pursuant to California Political Reform Act.


Ronald Bates

AJ

Attachment: 1) Resolution No. OB-08-12

RESOLUTION NO. 0B-08-12

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE PICO RIVERA REDEVELOPMENT AGENCY APPROVING A CONFLICT-OF-INTEREST CODE FOR THE OVERSIGHT BOARD AND DIRECTING STAFF TO SUBMIT THE SAME TO THE PICO RIVERA CITY COUNCIL

WHEREAS, pursuant to Assembly Bill 26 from the 2011-12 First Extraordinary Session of the California Legislature (“ABx1 26”), as modified by the California Supreme Court decision, *California Redevelopment Association v. Matosantos* (2011) 53 Cal.4th 231, all redevelopment agencies in California were dissolved on February 1, 2012; and

WHEREAS, as added by ABx1 26, California Health and Safety Code Sections 34171(j) and 34173 provide that a city that formed a redevelopment agency (the “Sponsoring Jurisdiction”) would serve as the successor agency to the dissolved redevelopment agency unless the Sponsoring Jurisdiction affirmatively elected not to fill that role; and

WHEREAS, as added by ABx1 26, California Health and Safety Code section 34173(b) provides that the authority, rights, powers, duties and obligations previously vested with the former redevelopment agencies are vested in the successor agencies; and

WHEREAS, by operation of law, the City of Pico Rivera (“City”) became the successor agency to the Pico Rivera Redevelopment Agency (the “Agency”) commencing upon the dissolution of the Agency on February 1, 2012; and

WHEREAS, Assembly Bill 1484, enacted June 27, 2012, modified ABx1 26 to clarify that successor agencies are separate legal entities from the Sponsoring Jurisdiction; and

WHEREAS, in accordance with both AB x1 26 and AB 1484, an Oversight Board is also a separate public agency for purposes of the Brown Act, Public Records Act and Political Reform Act; and

WHEREAS, California Government Code section 87300 requires that every public agency adopt and promulgate a Conflict of Interest Code;

WHEREAS, pursuant to Government Code sections 87300, 87302 and 87303 of the California Political Reform Act of 1974, the Oversight Board of the Successor Agency to the Pico Rivera Redevelopment Agency has adopted and incorporated by reference the terms of the standard model conflict of interest code adopted by the Fair Political Practices Commission (“FPPC”) by Title 2, Division 6, California Code of Regulations, Section 18730; and

WHEREAS, the Political Reform Act requires that Conflict of Interest Codes approved by a local government agency be approved by a “code reviewing body,” which for the Oversight Board is the Pico Rivera City Council.

NOW, THEREFORE, BE IT RESOLVED by the Oversight Board of the Successor Agency to the Pico Rivera Redevelopment Agency, California as follows:

SECTION 1. The above recitals are true and correct and incorporated herein.

SECTION 2. Pursuant to the Political Reform Act of 1974, Government Code section 87300 *et seq.* and Section 18730 of Title 2 of the California Code of Regulations, the Board hereby adopts the model conflict of interest code promulgated by the Fair Political Practices Commission of the State of California as set forth in Section 18730 of Title 2 of the California Code of Regulations, which model conflict of interest code is incorporated herein by reference and attached hereto as Exhibit A, which together with the list of designated positions and the disclosure categories applicable to each designated position, collectively constitutes the Board's conflict of interest code. As the model conflict of interest code set forth in Section 18730 of Title 2 of the California Code of Regulations is amended from time to time by State law, regulatory action of the FPPC or judicial determination, the portion of the Board's conflict of interest code comprising the model conflict of interest code shall be deemed automatically amended without further action to incorporate by reference all such amendments to the model conflict of interest code so as to remain in compliance therewith. Nothing in this Resolution shall supersede the independent applicability of Government Code section 87200.

SECTION 3. The definitions contained in the Political Reform Act of 1974 and in the regulations of the Fair Political Practices Commission of any amendments to either of the foregoing are incorporated by reference into this conflict of interest code.

SECTION 4. The code reviewing body for this conflict of interest code shall be the City Council of the City of Pico Rivera. This Conflict of Interest code shall be promptly submitted after its adoption to the City Clerk's office. Oversight Board members shall file Statement of Economic Interest with the City Clerk's office.

SECTION 5. The Conflict of Interest Code shall be applicable to the Oversight Board, all specified positions under Government Code section 87200, and the designated positions set forth in Appendix "A," including consultants. Each person holding a designated position set forth in Appendix "A" shall report in every disclosure category set forth in the statement of economic interests promulgated by the FPPC to the extent such category is applicable to such person pursuant to the rules and regulations of the FPPC. The disclosure categories as promulgated by the FPPC may be amended from time to time and such amendments shall not require further amendment to this code or Resolution.

SECTION 6. Nothing in this Resolution is intended to modify or abridge the provisions of the Political Reform Act of 1974, Government Code section 87300 *et seq.* The provisions of this Resolution are additional to the Political Reform Act and FPPC regulations. In the event of any inconsistencies between the provisions of this Resolution and the Political Reform Act and/or FPPC regulations, the Political Reform Act and FPPC regulations shall govern.

SECTION 7. If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this Resolution. The Oversight Board hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more section, subsection, sentence, clause or phrase be declared invalid.

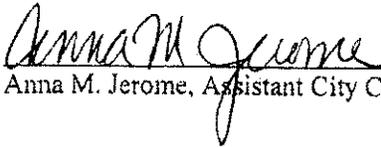
SECTION 8. Pursuant to Section 15061(b)(3) of the Guidelines for the Implementation of the California Environmental Quality Act (CEQA), the Oversight Board finds there is no possibility that the activity in question may have a significant effect on the environment. Therefore, this activity is not subject to the provisions of CEQA.

SECTION 9. The City Clerk of the City of Pico Rivera shall attest to the passage of this Resolution and it shall be in full force and effect.

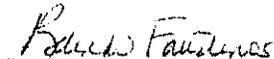
APPROVED AND ADOPTED this 11th day of October 2012.

ATTEST:

OVERSIGHT BOARD

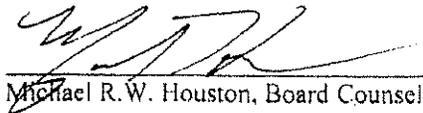


Anna M. Jerome, Assistant City Clerk



Belinda Faustinos, Chairperson

APPROVED AS TO FORM:



Michael R.W. Houston, Board Counsel

AYES: Bates, Camacho, Gutierrez-Lohrman, Moreno, Faustinos
NOES: None
ABSENT: Kreimann, Santana
ABSTAIN: None

EXHIBIT A

CONFLICT OF INTEREST CODE OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE PICO RIVERA REDEVELOPMENT AGENCY

The Political Reform Act, Government Code section 81000 *et seq.*, requires each state and local government agency to adopt and promulgate a Conflict of Interest Code. The Fair Political Practices Commission has adopted Section 18730 of Title 2 of the California Code of Regulations, which contains the terms of a model Conflict of Interest Code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of Section 18730 of Title 2 of the California Code of Regulations and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the Oversight Board of the Successor Agency to the Pico Rivera Redevelopment Agency ("Oversight Board").

Designated employees shall file statements of economic interests with the agency who will make the statements available for public inspection and reproduction. (Gov. Code § 81008). Upon receipt of the statements of the Oversight Board members, the Oversight Board shall make and retain a copy and forward the original of these statements to the Fair Political Practices Commission. Statements for all other designated employees will be retained by the City Clerk of the City of Pico Rivera, acting as the Clerk of the Oversight Board.

APPENDIX A

CITY OF PICO RIVERA
SPECIFIED OFFICERS AND EMPLOYEES
(Gov. Code § 87200)

DESIGNATED POSITIONS	DISCLOSURE CATEGORIES ASSIGNED
Oversight Board members	1
General Counsel, Consultant	1

APPENDIX "B"

CONSULTANTS*

*Consultants shall be included in the list of designated employees and shall disclose, pursuant to the broadest disclosure category in the Code, subject to the following limitation:

The executive director or executive officer may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The executive director's or executive officer's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict-of-Interest Code.

APPENDIX "C"

DESIGNATED EMPLOYEES CATEGORIES

CATEGORY 1- Full Disclosure

A designated employee in this category must report all investments, business positions, interests in real property, and sources of income, including gifts, loans, and travel payments.

CATEGORY 2- Limited Disclosure (Purchasing)

For officials and designated employees with limited decision making authority mainly related to purchasing goods and services.

A designated position in this category must report:

Interests in real property, investments and business positions in business entities, and income, including gifts, loans, and travel payments, which provide services, supplies, materials, machinery or equipment of the type utilized by the City of Pico Rivera as well as from sources that:

- (A). Are, or were, during the previous two years a "candidate," "public official," "committee," "lobbyist firm," or "lobbyist employer" within the meaning of the Political Reform Act, or file periodic reports pursuant to Section 86114 and 86116; or
- (B). Are attorneys that represent persons described in Category 2(A) in matters directly related to their status as described in Category 2(A); or
- (C). Are committee treasurers; or
- (D). Were the subject of a complaint to, investigation by, or enforcement action of, the Commission, that was acted upon or participated in by the filer during the period covered by the statement.

CATEGORY 3- Limited Disclosure (Purchasing)

For officials and designated employees with limited decision making authority mainly related to purchasing goods and services.

A designated position in this category must report investments and business positions in business entities, and income, including gifts, loans, and travel payments, which provide services, supplies, materials, machinery or equipment of the type utilized by the designated employee's department or division as well as from sources that:

- (A). Are, or were, during the previous two years a "candidate," "public official," "committee," "lobbyist firm," or "lobbyist employer" within the meaning of the Political Reform Act, or file periodic reports pursuant to Section 86114 and 86116; or
- (B). Are attorneys that represent persons described in Category 3(A) in matters directly related to their status as described in Category 3(A); or
- (C). Are committee treasurers

CATEGORY 4- Limited Disclosure (Regulatory)

For officials and employees with limited decision making authority mainly related to regulatory permitting or licensing.

A designated position in this category must report investments and business positions in business entities, and income, including gifts, loans, and travel payments, which are subject to the regulatory, permit or licensing authority of the City of Pico Rivera as well as from sources that:

- (A). Are of the type that within the previous two years has provided services, equipment, leased space, materials, or supplies to the City.

CATEGORY 5- Limited Disclosure (Regulatory)

For officials and employees with limited decision making authority mainly related to the provision of goods and services.

A designated position in this category must report investments and business positions in business entities, and income, including gifts, loans, and travel payments from sources that manufacture, distribute, supply, or install computer hardware or software of the type utilized by the City, as well as entities providing computer consultant services.

