# City Council Agenda

Special Meeting

Bell City Council

**Wednesday, September 12, 2012**

**5:00 P.M. Closed Session**
**7:00 P.M. Regular Meeting**

Bell Community Center
6250 Pine Avenue

Ali Saleh
**Mayor**

Violeta Alvarez
**Vice-Mayor**

Danny Harber
**Council Member**

Ana Maria Quintana
**Council Member**

Nestor E. Valencia
**Council Member**

# Welcome to the City Council Meeting

The Bell City Council and staff welcome you. This is your City Government. Individual participation is a basic part of American Democracy and all Bell residents are encouraged to attend meetings of the City Council. Regular City Council meetings are held the first and third Wednesday of the month at 7:00 p.m., Bell Community Center, 6250 Pine Avenue. For more information, you may call City Hall during regular business hours 8:00 a.m. to 4:00 p.m., Monday through Friday at (323) 588-6211 Extension 217.

## City Council Organization

There are five City Council members, one of whom serves as Mayor and is the presiding officer of the City Council. These are your elected representatives who act as a Board of Directors for the City of Bell. City Council members are like you, concerned residents of the community who provide guidance in the operation of your City.

## Addressing the City Council

If you wish to speak to the City Council on any item which is listed or not listed on the City Council Agenda, please complete a *Request to Speak Card* available in the back of the City Council Chambers. Please submit the completed card to the City Clerk prior to the meeting. The Mayor will call you to the microphone at the appropriate time if you have filled out a *Request to Speak Card*. At that time, please approach the podium, clearly state your name and address, and proceed to make your comments.

## Compliance with Americans with Disabilities Act

The City of Bell, in complying with the Americans with Disabilities Act (ADA), request individuals who require special accommodation(s) to access, attend, and or participate in a City meeting due to disability. Please contact the City Clerk's Office, (323) 588-6211, Ext. 217, at least one business day prior to the scheduled meeting to insure that we may assist you.

## Statement Regarding Compensation for Members of the Bell City Council

Compensation for the members of the Bell City Council is $673 a month. In accordance with Government Code Section 54952.3, Councilmembers will not receive any additional compensation or stipend for the convening of the following regular meetings: Successor Agency to the Bell Community Redevelopment Agency, the Bell Community Housing Authority, the Bell Public Finance Authority, the Bell Surplus Property Authority, the Bell Solid Waste Authority, and the Planning Commission.

*CITY OF BELL, CALIFORNIA*

**SPECIAL MEETING OF THE**

**Bell City Council/Bell Community Housing Authority/Successor Agency to the Bell Community Redevelopment Agency/ Bell Public Finance Authority**

**September 12, 2012**

**5:00 P.M. Closed Session**
**7:00 P.M. Regular Meeting**

**Bell Community Center**
**6250 Pine Avenue**

**Call to Order**

**Roll Call of the City Council in their capacities as Councilmembers/Members of all Related Agencies:** Harber, Quintana, Valencia, Alvarez, and Saleh

**Communications from the Public on Closed Session Items**

This is the time for members of the public to address the City Council and related Authorities and Agencies only on items that are listed under Closed Session.

**Closed Session**

1. The City Council and the related Authorities and Agencies will recess to a closed session to confer with legal counsel regarding the following matters:

   a) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Luis Ramirez v. Bell (Supplemental Retirement Plan) BC 474118.*

   b) CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Eric Eggena v. City of Bell, et al.,* Los Angeles Superior Court Case No. BC487522

   c) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Randy Adams v. City of Bell and Pedro Carrillo - LASC* Case No. BC489331

   d) CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of Case: *Randy Adams v. City of Bell, LASC Case No. BC470794*

   e) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *D&J Engineering v. Bell; LASC VC059415.*

f) CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of case: *Pier'Angela Spaccia v. City of Bell* Office of Administrative Hearings Case No. 2012020198

g) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9), Complaint filed under seal.

h) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation (Government Code Section 54956.9(b)) (one (1) potential case)

**Reconvene Regular Meeting**

**Pledge of Allegiance**

**City Attorney Report**

The City Attorney will report out on any action(s) to be taken by the City Council/Agencies on Closed Session matters.

**Communications from the Public**

This is the time for members of the public to address the City Council/Members of All Related Agencies only on the items that are listed on the Agenda

**Presentations**

Presentation to Parents on Patrol (POP).

Presentation to Bell Police Explorers.

**Consent Calendar**

The following Consent Calendar items are expected to be routine and non-controversial. They are acted upon by the City Council and related authorities at one time without discussion.

***Recommendation: Approve items No. 2 and 3***

2. Approval of Minutes of the Regular Meeting of August 15, 2012, Minutes of Special Meeting of August 15 2012 and Minute of the Special Meeting of August 22, 2012 (*Council and Related Agencies)*

3. Approval of General Warrants, Successor Agency to the Bell Community Redevelopment Agency Warrants and Community Housing Authority Warrants dated September 12, 2012. *(Council/Successor Agency to the Bell Community Redevelopment Agency /Bell Community Housing Authority)*

## Business Calendar

4. Consideration to Approve a Three Building and Safety Contract with Interwest Consulting Group. *(Council)*

   **Recommendation: Approve a three year contract agreement with Interwest Consulting Group to provide building and safety services; and authorize the City Manager to execute the contract agreement in amount not to exceed $719,449.**

5. Consideration to Reduce the City-Wide Landscape and Lighting District Assessment by an Additional 12.7% to a Total Reduction of Approximately 24% for Fiscal year 2012-13. of Landscape & Lighting District. *(Council)*

   **Recommendation: Adopt Resolution No. 2012-62 approving the revised engineer's report and establishing an additional 12.7% decrease to the City Wide Landscape and Lighting District for Fiscal Year 2012-2013.**

   **RESOLUTION NO. 2012-62: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL APPROVING THE AMENDED ENGINEER'S REPORT DATED AUGUST 2012 AND ORDERING THE LEVYING OF ASSESSMENTS WITHIN THE CITY OF BELL LANDSCAPING AND LIGHTING DISTRICT FOR THE FISCAL YEAR 2012-2013.**

6. Consideration of Adopting Resolution 2012-65, Authorizing the City Manager to Sign the Comment Letter to Caltrans Concerning the I-710 Freeway Corridor Project EIR/EIS. *(Council)*

   **Recommendation: Provide staff with input and adopt Resolution No. 2012-65 authorizing the City Manager to sign the attached comment letter to Caltrans concerning the I-710 Freeway Corridor Project EIR/EIS.**

   **RESOLUTION NO. 2012-65: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL APPROVING A LETTER OF COMMENT TO CALTRANS REGARDING THE REVIEW OF THE I-710 CORRIDOR PROJECT EIR/EIS.**

7. Consideration of Street Tree Maintenance Contract Amendment. *(Council)*

   **Recommendation: Approve Amendment No. 2 to the Agreement with West Coast Arborist for Street Tree Maintenance Services for FY 2012-13 in an amount not to exceed $60,000 with two one-year options.**

8. Receive the Pavement Management Program-Update Report and Provide Direction to Staff to Return to Council with a 5 Year Work Plan.

   **Recommendation: Receive the Pavement Management Program update report and direct staff to prepare a 5 year work plan which will include 2-year list of specific priorities of fundable maintenance projects.**

9. Discussion on Election Reform. *(Requested by Mayor Saleh)*

10. Discussion on Resolution to Support the Designation of Bell Senior High School as a Gifted and High Ability Magnet School. *(Requested by Councilmember Quintana)*

## Mayor and City Council Communications

Pursuant to Assembly Bill 1234, this is the time and place to provide a brief report on Meetings, Seminars and Conferences attended by the Mayor and City Councilmembers

## Adjournment

**Next Regular Meeting, Wednesday, September 19, 2012**

I, Rebecca Valdez, CMC, City Clerk of the City of Bell, certify that a true, accurate copy of the foregoing agenda was posted on September 7, 2012, at least twenty-four (24) hours prior to the meeting as required by law.

Rebecca Valdez, CMC
City Clerk

SPECIAL MEETING OF THE

BELL CITY COUNCIL/BELL COMMUNITY HOUSING AUTHORITY/SUCCESSOR AGENCY TO THE BELL COMMUNITY REDEVELOPMENT AGENCY

September 12, 2012

5:00 P.M. Closed Session
7:00 P.M. Regular Meeting

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**Minutes of the**

**Bell City Council/Bell Community Housing Authority/Successor Agency to the Bell Community Redevelopment Agency/ Bell Public Finance Authority**

**August 15, 2012**

**5:00 P.M. Closed Session**
**7:00 P.M. Regular Meeting**

**Bell Community Center**
**6250 Pine Avenue**

Call to Order at 5:07 PM by Mayor Saleh.

**Roll Call of the City Council in their capacities as Councilmembers/Members of all Related Agencies:** Harber, Quintana, Valencia, Alvarez, and Saleh

Present: Harber, Quintana and Saleh (3)

Absent: Alvarez, Valencia (2)

Staff: City Manager Willmore, City Clerk Valdez, City Attorney Aleshire, Interim Chief of Police Belcher, City Engineer Rodrigue, Interim Community Development Director Fong, Interim Community Services Director Kurita, Interim Finance Director Lawrence, Assistant Planner Chacon, Consultant Boylan and Consultant Vogt (11)

*Vice Mayor Alvarez arrived at 5:09 PM , Councilmember Valencia arrived at 5:21 PM

**Communications from the Public on Closed Session Items**

The following individuals addressed the City Council on items on the Closed Session: Lorenzo Martinez , Antonia Gonzalez, Marina Acosta, Alfred Areyan, Margarita Limon, Sandy Orozco, Maria Arizmendi, Nelida Sanchez, Alma Rico, Velia Acosta.

**Closed Session**

1. The City Council and the related Authorities and Agencies recessed at 5:32 PM to a closed session to confer with legal counsel regarding the following matters:

a) PUBLIC EMPLOYMENT pursuant to Government Code Section 54957 (b) (1)
Title: Community Development Director
Title: Community Services Director
Title: Police Chief

b) CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code Section 54956.6. (Bell City Employees Association)

c) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Randy Adams v. City of Bell and Pedro Carrillo - LASC* Case No. BC489331



1

d) PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code Section 54957.
Employee: City Manager
Employee: City Attorney

e) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation (Government Code Section 54956.9(b)) (one (1) potential case)

**Reconvene Regular Meeting at 7:15PM**

Pledge of Allegiance led by Mayor Saleh.

**City Attorney Report**

The City Attorney reported that Item 1a) It was moved by Vice Mayor Alvarez, seconded by Councilmember Harber, to approve the appointment of Joe Perez as the new Community Development Director, the vote was 5-0; It was moved by Councilmember Harber, seconded by Councilmember Quintana, to approve the appointment of Pam Wasserman as the new Community Services Director, the vote was 5-0; there was no reportable action taken on the appointment of Police Chief; Items 1b-1e were not discussed.

**Communications from the Public**

The following individuals addressed the City Council on items on the agenda and/or items not on the agenda: Lorenzo Martinez, Rudy Perez, Sonnia Manzanilla, Sandy Orozco, Tedolfo Meraz, Alfredo Rubalcava and Brenda Lopez, Edel Williams, Hilda Rodriguez, Alfred Areyan, Maria Torres, Robert Arciniaga, Victor Portillo, Jose Gonzalez, Raquel Toscano, Jose Moreno,

**Consent Calendar**

Discussion ensued among the City Council regarding the consent calendar.

2. Approval of Minutes of the Regular Meeting of August 1, 2012 (*Council and Related Agencies)*

3. Approval of General Warrants, Successor Agency to the Bell Community Redevelopment Agency Warrants and Community Housing Authority Warrants dated August 15, 2012. *(Council/Successor Agency to the Bell Community Redevelopment Agency /Bell Community Housing Authority)*

4. Approval of Contract Change Orders, Accept the Filmore Street and Otis Avenue Rehabilitation Project as Complete, and Authorize Staff to Complete and File the Notice of Completion with the Los Angeles County Recorder and Approve Resolution No. 2012-55.

**RESOLUTION NO. 2012-55: A Resolution of the City Council of the City of Bell, County of Los Angeles, California, Accepting the Overlay Project as Complete, and Authorizing Staff to Prepare and File the Notice of Completion with the Los Angeles County Recorder.**

5. Approval Budget Adjustment Authorizing the Acceptance of up to $75,000 in Revenue as a grant from Los Angeles County Metropolitan Transportation Authority, (LACMTA), for the Review of the I-710 Corridor Project EIR/EIS and Authorizing the Expenditure of up to $75,000 in Staff and Consulting Time to Perform the Review.

Councilmember Quintana requested to correct the minutes as follow: page 3 of the minutes, item 5, Councilmember Quintana motioned and Councilmember Harber seconded.

It was moved by Councilmember Harber, seconded by Vice Mayor Alvarez, to approve consent calendar items 2 through 5, with the corrections made to the minutes, was approved by the following vote:

| | |
|---|---|
| Vote: | 5-0 |
| Yes: | Councilmember Harber, Councilmember Quintana, Councilmember Valencia, Vice Mayor Alvarez and Mayor Saleh |
| No: | None |
| Abstained: | None |
| Absent: | None |

Motion Unanimously Passed.

Item 6 of the consent calendar was pulled by Councilmember Valencia for further discussion. Kevin Boylan, Human Resources Consultant provided a brief report on item 6. Discussion ensued among the City Council.

6. Receive and File Certification of Recognized Employee Organization.

It was moved by Councilmember Valencia, seconded by Councilmember Quintana, to receive and file item 6, was approved by the following vote:

| | |
|---|---|
| Vote: | 5-0 |
| Yes: | Councilmember Harber, Councilmember Quintana, Councilmember Valencia, Vice Mayor Alvarez and Mayor Saleh |
| No: | None |
| Abstained: | None |
| Absent: | None |

Motion Unanimously Passed.

## Business Calendar

Interim Finance Director Lawrence provided a brief report on item 15. Discussion ensued among the City Council.

15. Consideration of the General Obligation Bond Work-Out Results. *(Council)*

It was moved by Vice Mayor Alvarez, seconded by Councilmember Valencia, to receive and file the report on the results of the general obligation bond work-out, was approved by the following vote:

| | |
|---|---|
| Vote: | 5-0 |
| Yes: | Councilmember Harber, Councilmember Quintana, Councilmember Valencia, Vice Mayor Alvarez and Mayor Saleh |
| No: | None |
| Abstained: | None |
| Absent: | None |

Motion Unanimously Passed.

16. Consideration of City Tax Levy for General Obligation Bonds and Pension Obligations. *(Council)*

Interim Finance Director Lawrence provided a brief report on item 16.

The following individuals addressed the City Council on item 16 of the business calendar: Sonia Manzanilla, Ismael Morales, Nora Saenz, Diane Oliva, Alma Rico, Miguel Contreras,

It was moved by Councilmember Quintana, seconded by Vice Mayor Alvarez, to a) adopt RESOLUTION NO. 2012-59: Resolution of the City Council of the City of Bell Adopting and Establishing the Fiscal Year 2012-13 Rate of the Annual Voter-Approved Property Tax Override to Fund Pension and Other Retiree Obligations and b) adopt RESOLUTION NO. 2012-58: A Resolution of the City Council of the City of Bell Adopting and Establishing the Fiscal Year 2012-13 Rate of the Annual Levy Rate to Meet the City of Bell General Obligation Bonds (Election of 2003), Series 2004 and Series 2007; with the corrections that the rate should be 152.859, was approved by the following vote:

| | |
|---|---|
| Vote: | 4-0 |
| Yes: | Councilmember Harber, Councilmember Quintana, Vice Mayor Alvarez and Mayor Saleh |
| No: | None |
| Abstained: | Councilmember Valencia |
| Absent: | None |

Motion Passed.

7. Consideration of Adopting Resolution No. 2012-53 Approving a Joint Exercise of Powers Agreement, (JPA), between the City and the Los Angeles Gateway Region Integrated Regional Water Management Authority, (Gateway Authority), and appointing Terry Rodrigue, City Engineer as the Board Member and Young Park, Senior Engineer as the Alternate. *(Council)*

Terry Rodrigue, City Engineer provided a brief report on item 7. Discussion ensued among the City Council.

It was moved by Councilmember Valencia, seconded by Councilmember Harber, to adopt Resolution No. 2012-53 Approving a Joint Exercise of Powers Agreement, (JPA), Between the City of Bell and the Los Angeles Gateway Region Integrated Regional Water Management Authority (Gateway Authority), and Appointing Terry Rodrigue, City Engineer as the Board Member and Young Park, Senior Engineer as the Alternate, was approved by the following vote:

| | |
|---|---|
| Vote: | 5-0 |
| Yes: | Councilmember Harber, Councilmember Quintana, Councilmember Valencia, Vice Mayor Alvarez and Mayor Saleh |
| No: | None |
| Abstained: | None |
| Absent: | None |

Motion Unanimously Passed.

8. Consideration of Adopting Resolution No. 2012-54 Approving a Memorandum of Understanding, (MOU), between the City and Los Angeles County Metropolitan Transportation Authority, (LACMTA), for the Installation, Operations and Maintenance of a Signal Priority Project on Atlantic Avenue between Randolph Street and Florence Avenue. *(Council)*

Terry Rodrigue, City Engineer provided a brief report on item 8. Discussion ensued among the City Council.

It was moved by Vice Mayor Alvarez, seconded by Councilmember Harber, to adopt Resolution No. 2012-54 Approving a Memorandum of Understanding with Los Angeles County Metropolitan Authority for the Installation, Operations and Maintenance of a Signal Priority Project on Atlantic Avenue and authorizing the Mayor to sign the MOU with LACMTA, was approved by the following vote:

| | |
|---|---|
| Vote: | 5-0 |
| Yes: | Councilmember Harber, Councilmember Quintana, Councilmember Valencia, Vice Mayor Alvarez and Mayor Saleh |
| No: | None |
| Abstained: | None |
| Absent: | None |

Motion Unanimously Passed.

**City Council recessed at 9:00 PM and reconvened to open session at 9:20 PM.**

9. Consideration of Proposition A Funds Exchange with the Palos Verdes Peninsula Transit Authority. *(Council)*

Debbie Kurita, Interim Community Services Director provided a brief report on item 9. Discussion ensued among the City Council.

It was moved by Councilmember Quintana, seconded by Vice Mayor Alvarez, to Approve an agreement with the Palos Verdes Peninsula Transit Authority Exchanging $467,000 in City of Bell Proposition A funds for $350,000 of General Funds, was approved by the following vote:

| | |
|---|---|
| Vote: | 4-1 |
| Yes: | Councilmember Harber, Councilmember Quintana, Vice Mayor Alvarez and Mayor Saleh |
| No: | Councilmember Valencia |
| Abstained: | None |
| Absent: | None |

Motion Passed.

10. Consideration to Accept the Student Project Proposal in Preparing a General Plan Update Study. *(Council)*

Nancy Fong, Interim Community Development Director, provided a brief report on item 10. Discussion ensued among the City Council.

It was moved by Councilmember Quintana, seconded by Councilmember Harber, to Accept the student project proposal from California Polytechnic State University at San Luis Obispo, was approved by the following vote:

| | |
|---|---|
| Vote: | 5-0 |
| Yes: | Councilmember Harber, Councilmember Quintana, Councilmember Valencia, Vice Mayor Alvarez and Mayor Saleh |
| No: | None |
| Abstained: | None |
| Absent: | None |

Motion Unanimously Passed.

11. Consideration of Resolution No. 2012-56 Approving the Bell Youth Hiring Program. *(Council)*

Debbie Kurita, Interim Community Services Director, provided a brief report on item 11.

It was moved by Councilmember Valencia, seconded by Councilmember Quintana, to Adopt Resolution No. 2012-56 Approving the Bell Youth Hiring Program Guidelines and Criteria and Establishing the Position and Compensation for a Youth Aide Position, was approved by the following vote:

| | |
|---|---|
| Vote: | 5-0 |
| Yes: | Councilmember Harber, Councilmember Quintana, Councilmember Valencia, Vice Mayor Alvarez and Mayor Saleh |
| No: | None |
| Abstained: | None |
| Absent: | None |

Motion Unanimously Passed.

12. Consideration of Resolution No. 2012-57 Approving and Adopting the Annual Appropriations Limit for the Fiscal Year 2012-13. *(Council)*

Anita Lawrence, Interim Finance Director, provided a brief report on item 12. Discussion ensued among the City Council.

It was moved by Councilmember Harber, seconded by Councilmember Valencia, to Adopt Resolution No. 2012-57 Approving and Adopting the Annual Appropriations Limit for the Fiscal Year 2012-13, was approved by the following vote:

| | |
|---|---|
| Vote: | 5-0 |
| Yes: | Councilmember Harber, Councilmember Quintana, Councilmember Valencia, Vice Mayor Alvarez and Mayor Saleh |
| No: | None |
| Abstained: | None |
| Absent: | None |

Motion Unanimously Passed.

13. Consideration of Settlement Agreement with Consolidated Disposal *(Council) *Item Continued from the August 1, 2012 meeting*

City Attorney Dave Aleshire provided a brief report on item 13. Discussion ensued among the City Council.

It was moved by Vice Mayor Alvarez, seconded by Councilmember Quintana, to Approve the settlement agreement with Consolidated Disposal Services ("CDS"), was approved by the following vote: .

| | |
|---|---|
| Vote: | 3-2 |
| Yes: | Councilmember Harber, Councilmember Quintana and Vice Mayor Alvarez |
| No: | Councilmember Valencia and Mayor Saleh |
| Abstained: | None |
| Absent: | None |

Motion Passed.

14. Consideration of Agreement with Integrity Waste Management Consultants for Solid Waste Management Services. *(Council)*

Interim Community Services Director provided a brief report on item 14. Discussion ensued among the City Council.

It was moved by Councilmember Quintana, seconded by Vice Mayor Alvarez, to Approve an Agreement with Integrity Waste Management Consultants in an amount not to exceed $32,500 for Solid Waste Management Services, was approved by the following vote:

| | |
|---|---|
| Vote: | 5-0 |
| Yes: | Councilmember Harber, Councilmember Quintana, Councilmember Valencia, Vice Mayor Alvarez and Mayor Saleh |
| No: | None |
| Abstained: | None |
| Absent: | None |

Motion Unanimously Passed.

17. Discussion regarding Request for Proposal for Lobbyist Services. *(Requested by Councilmember Quintana)*

Discussion ensued among the City Council, regarding item 17.

It was moved by Councilmember Quintana, seconded by Councilmember Harber, to issue an RFP for Lobbyist Services and directed staff to prepare it

| | |
|---|---|
| Vote: | 3-2 |
| Yes: | Councilmember Harber, Councilmember Quintana and Mayor Saleh |
| No: | Councilmember Valencia and Vice Mayor Alvarez |
| Abstained: | None |
| Absent: | None |

Motion Passed.

**Mayor and City Council Communications**

Councilmember Valencia requested to revisit the yard sales issue.

Councilmember Quintana informed the City Council and the community of the Mutual Awareness through Art Photography class in Bell High School and of the upcoming Public Hearing on August 16, 2012 at Resurrection Church dealing with Toxic Substances taking place in the City of Vernon.

Mayor Saleh reminded the City Council and the community of upcoming events in the city.

**Adjournment**

The City Council adjourned in memory of Petra Barrios at 10:11 PM.

I, Rebecca Valdez, City Clerk of the City of Bell, certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on September 12, 2012.

_____
Rebecca Valdez, CMC
City Clerk

_____
Ali Saleh, Mayor

**Special Minutes**
**Successor Agency to the Bell Community Redevelopment Agency**
**Wednesday August 15, 2012**

**7:00 PM**

**Bell Community Center**
**6250 Pine Avenue**

Call to Order by Chair Saleh at 10:12 PM.

Roll call of Successor Agency to the Bell Community Redevelopment Agency Members: Harber, Quintana, Valencia, Vice-Chair Alvarez, Chair Saleh

Present: Harber, Quintana, Valencia, Alvarez and Saleh (5)

Absent: None (0)

Staff: City Manager Willmore, City Clerk Valdez, City Attorney Aleshire, Interim Chief of Police Belcher, City Engineer Rodrigue, Interim Community Development Director Fong, Interim Community Services Director Kurita, Interim Finance Director Lawrence, Assistant Planner Chacon, Consultant Boylan and Consultant Vogt (11)

**Communications From The Public on Closed Session Items**

None.

**Business Calendar**

1. Consideration of the Recognized Obligation Payment Schedule (ROPS III) for the six month period ending June 30, 2013.

It was moved by Agency Member Quintana, seconded by Vice Chair Alvarez, to adopt Resolution No 2012-60 Approving and Transmitting the Proposed Recognized Obligation Payment Schedule (ROPS III) for the six-month period ending June 30, 2013 to the Bell Oversight Board for their Consideration.

Vote: 5-0
Yes: Agency Members Harber, Quintana, Valencia, Vice Chair Alvarez and Chair Saleh
No: None
Abstained: None
Absent: None

Motion Unanimously Passed.

Interim Community Development Director Nancy Fong provided a brief report on item 2.

2. Consideration of the proposed Administrative Budget for the Successor Agency to the Former Bell Community Redevelopment Agency for the six-month period ending June 30, 2013.

It was moved by Agency Member Quintana, seconded by Vice Chair Alvarez, to adopt Resolution No 2012-61 Approving and Transmitting the Proposed Administrative Budget for the Six-Month Period

ending June 30, 2013 to the Bell Oversight Board for their Consideration, was approved by the following vote: .

| | |
|---|---|
| Vote: | 5-0 |
| Yes: | Agency Members Harber, Quintana, Valencia, Vice Chair Alvarez and Chair Saleh |
| No: | None |
| Abstained: | None |
| Absent: | None |

Motion Unanimously Passed.

**Adjournment**

Successor Agency to the Bell Community Redevelopment Agency meeting adjourned at 10:22 PM.

I, Rebecca Valdez, City Clerk of the City of Bell, certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on September 12, 2012.

_____
Rebecca Valdez, CMC
City Clerk

_____
Ali Saleh, Mayor

**Special Minutes of**
**Bell City Council**
**Wednesday August 22, 2012**

**5:30 PM**

**Bell Community Center**
**6250 Pine Avenue**

Call to Order by Mayor Saleh at 5:36 PM.

Pledge of Allegiance led by Mayor Saleh.

Roll call of the Bell City Council Members: Harber, Councilmember Quintana, Councilmember Valencia, Vice-Mayor Alvarez, Mayor Saleh

Present: Alvarez, Harber, Quintana and Saleh (4)

Absent: Valencia* (1)

Staff: City Manager Willmore, City Clerk Valdez, Assistant City Attorney Tucker and Interim Chief of Police Belcher (4)

* Councilmember Valencia arrived at 6:20 PM

**Communications From The Public on Closed Session Items**

The following individuals address the City Council on the Closed Session matters: Maria Arizmendi, Carmen Bella, Jose Moreno, Alma Rico, Sandy Orozco, Alfred Areyan, Albert Flores, Maria Roacho, Ismael Morales, Hilda Rodriguez, Velia Acosta and Merly Alerjandri. .

**Closed Session**

1. The City Council recessed to a closed session at 6:07 PM to confer with legal counsel regarding the following matters:

a) CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code Section 54956.6. (Bell City Employees Association)

b) PUBLIC EMPLOYMENT pursuant to Government Code Section 54957 (b) (1)
Title: Police Chief

c) PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code Section 54957.
Employee: City Manager
Employee: City Attorney

d) CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION (Subdivision (a) of Section 54956.9);Name of case: People v. Rizzo; LASC BC445497

e) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: Robert A. Rizzo v. Bell; LASC BC472566.

f) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Rizzo v. ICMA Retirement/City of Bell* CV12-2690

g) CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION (Subdivision (a) of Section 54956.9);Name of case: *People v. Rizzo; LASC BC445497 and Appellate Court Case B236246*

h) CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of Case: *Pier Angela Spaccia v. City of Bell, LASC Case No. BC472751*

i) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Randy Adams v. City of Bell and Pedro Carrillo - LASC* Case No. BC489331

j) CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of Case: *Randy Adams v. City of Bell, LASC Case No. BC470794*

k) CONFERENCE WITH LEGAL COUNSEL- In the Matter of the Statement of Issues Against: Robert Rizzo, petitioner and City of Bell, respondent, CalPERS Case No. 2011-0774, OAH No. 2012020199

l) CONFERENCE WITH LEGAL COUNSEL-In the Matter of the Statement of Issues Against: Pier Angela Spaccia, petitioner and City of Bell, respondent, CalPERS Case No. 2011-0789, OAH No. 2012020198

m) CONFERENCE WITH LEGAL COUNEL-In the Matter of the Statement of Issues Against: Randy Adams, petitioner and City of Bell, respondent, CalPERS Case No. 2011-0788, OAH No. 20120230095

n) CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of Case: *Dexia Credit Local v. City of Bell, Bell Public Financing Authority*

o) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Bell v. Best Best & Krieger; LASC BC466436*

p) CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of Case: *Bell Redevelopment Agency vs. County Records Research, LASC VC059404*

q) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *David Mango v. City of Maywood et. al.* (Case No. CV 11-05641 GW (FFMX))

r) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *D&J Engineering v. Bell; LASC VC059415.*

s) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Luis Ramirez v. Bell (Supplemental Retirement Plan) BC 474118.*

t) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation (Government Code Section 54956.9(b)) (three (3) potential case)

City Council reconvened to open session at 7:41PM. The City Attorney reported the following out of closed session: Item a) was discussed, no reportable action was taken; Item b) It was motioned by Councilmember Valencia, seconded by Vice Mayor Alvarez to reject all candidates and restart a new process. The vote was 2-2-1, Councilmembers Harber and Quintana voted no and Mayor Saleh Abstained.

City Council reconvened to closed session at 7:43 PM.

City Attorney reported the following out of closed session: All remaining closed session items c) through t) were discussed, no reportable action was taken.

**Adjournment**

Meeting adjourned at 10:34 PM.

I, Rebecca Valdez, City Clerk of the City of Bell, certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on September 12, 2012.

_____
Rebecca Valdez, CMC
City Clerk

_____
Ali Saleh, Mayor



10c

# General

# PY-CY Warrants (8/15-9/7/12)

# City Council Meeting of September 12, 2012

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 50404 | 08/15/12 | 120902 | CITY OF BELL PAYROLL FUND<br>PAYROLL DEPOSIT-PAY OF 8/17/12 | 235,946.19 |
| 50405 | 08/15/12 | 120901 | UNIFIED TRANSLATION SERVICES<br>INTERPRETING SVCS-4/25/12 CCM | 300.00 |
| 50406 | 08/16/12 | 120902 | ANANCA LARIOS-PETTY CASH REIMB<br>PETTY CASH REIMB-CITY HALL | 780.85 |
| 50407 | 08/20/12 | 120902 | VOID<br>VOID-TEST PRINT | 0.00 |
| 50408 | 08/20/12 | 120902 | VOID<br>VOID-TEST PRINT | 0.00 |
| 50409 | 08/20/12 | 120902 | ASIA BUILDING SUPPLY INC.<br>CABINETS-P.D. KITCHEN REMODEL | 1,750.00 |
| 50410 | 08/20/12 | 120902 | AT&T<br>TELEPHONE BILLING-7/2-8/1/12<br>MTA CONNECTION/SVCS @BELL P.D.<br>TELEPHONE BILLING-7/2-8/1/12<br>MTA CONNECTION/SVCS @CITY HALL<br>TELEPHONE BILLING-7/2-9/1/12<br>CITY HALL | 4,024.15 |
| 50411 | 08/20/12 | 120902 | CALIFORNIA WATER SERVICE<br>WATER BILLING-6/29-7/30/12<br>BNDNI-AMLAERHT AVE<br>WATER BILLING-6/29-7/30/12<br>RICKBKE & EASTERN | 332.42 |
| 50412 | 08/20/12 | 120902 | DELTA DENTAL SERVICE<br>DENTAL INS ADM FEE-JUL'12<br>DENTAL INS CLAIMS-JUL'12 | 12,656.29 |
| 50413 | 08/20/12 | 120902 | GOLDEN STATE WATER COMPANY<br>WATER BILLING-6/22-7/24/12<br>7006 WALKER AVE<br>WATER BILLING-6/21-7/23/12<br>4400 GAGE AVE | 39.36 |
| 50414 | 08/20/12 | 120902 | SOUTHERN CALIFORNIA EDISON<br>ELECTRICAL BILLING-7/10-8/8/12<br>6707 BEAR AVE-LB PARK<br>ELECTRICAL BILLING-7/1-8/1/12<br>6330 PINE AVE<br>ELECTRICAL BILLING-6/21-7/23<br>5007 FLORENCE PED<br>ELECTRICAL BILLING-7/3-8/2/12<br>6590 WILCOX PED | 3,675.46 |
| 50415 | 08/20/12 | 120902 | U.S. POSTAL SERVICE<br>POSTAGE METER REFILL | 2,000.00 |

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| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 50416 | 08/20/12 | 120902 | VISION SERVICE PLAN (CA)<br>VISION INS ADM FEE-AUG'12<br>VISION INS CLAIMS-JUL'12 | 1,853.84 |
| 50417 | 08/20/12 | 120902 | WELLS FARGO BANK<br>W.C. ACCT RPLNISH CK#6597-6614 | 6,338.56 |
| 50418 | 08/20/12 | 120902 | WELLS FARGO BANK<br>W.C. ACCT REPLENISH-CK#6615-26 | 9,093.88 |
| 50419 | 08/22/12 | 120902 | WELLS FARGO BANK<br>W.C. ACCT REPLENISH-CK#6627-69 | 41,812.95 |
| * 50420 | 08/22/12 | 120901 | STATE OF CALIFORNIA<br>UP-19-018 FUNDS-OGALS<br>BELL COMMUNITY HEALTH&WELLNESS | 182,556.00 |
| 50421 | 08/22/12 | 120902 | WRIGHT EXPRESS FSC<br>GAS COMSUMPTION-6/28-7/28/12<br>BELL P.D. | 9,920.48 |
| 50422 | 08/23/12 | 120902 | VOID<br>VOID-TEST PRINT | 0.00 |
| 50423 | 08/23/12 | 120902 | VOID<br>VOID-TEST PRINT | 0.00 |
| 50424 | 08/23/12 | 120902 | AT&T<br>TELEPHONE BILLING-8/7-9/6/12<br>BELL P.D. | 64.47 |
| 50425 | 08/23/12 | 120902 | AT&T<br>TELEPHONE BILLING-6/27-7/26/12<br>BELL P.D. | 282.75 |
| 50426 | 08/23/12 | 120902 | THE GAS COMPANY<br>GAS BILLING-7/12-8/10/12<br>6704 ORCHARD AVE-LB PARK<br>GAS BILLING-7/12-8/10/12<br>4357 GAGE AVE-SKB PARK | 57.30 |
| 50427 | 08/23/12 | 120902 | GOLDEN STATE WATER COMPANY<br>WATER BILLING-6/27-7/27/12<br>6707 FP BEAR AVE<br>WATER BILLING-6/27-7/27/12<br>FLORENCE & WALKER<br>WATER BILLING-6/27-7/27/12<br>4403 GAGE AVE<br>WATER BILLING-6/27-7/27/12<br>ATLANTIC & BECK<br>WATER BILLING-6/27-7/27/12<br>4460 GAGE AVE<br>WATER BILLING-6/27-7/27/12<br>6702 FP ORCHARD | 3,999.47 |

*** Check #50420 / State of California**
**$182,556.00**
**Approved CCM of September 4, 2012**

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| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | WATER BILLING-6/27-7/27/12<br>6330 PINE AVE<br>WATER BILLING-6/27-7/27/12<br>3782 GAGE AVE<br>WATER BILLING-6/27-7/27/12<br>6250 PINE AVE<br>WATER BILLING-6/27-7/27/12<br>ATLANTIC & GAGE<br>WATER BILLING-6/27-7/27/12<br>6301 CLARKSON<br>WATER BILLING-6/27-7/27/12<br>4200 GAGE AVE<br>WATER BILLING-6/27-7/27/12<br>4377 GAGE AVE<br>WATER BILLING-6/27-7/27/12<br>6420 WILCOX AVE | |
| 50428 | 08/23/12 | 120902 | GOLDEN STATE WATER COMPANY<br>WATER BILLING-6/27-7/27/12<br>6330 PINE AVE<br>WATER BILLING-6/27-7/27/12<br>5320 GAGE AVE<br>WATER BILLING-6/27-7/27/12<br>RIVER DR/SOUTHALL LN<br>WATER BILLING-6/27-7/27/12<br>6526 WILCOX AVE<br>WATER BILLING-6/27-7/27/12<br>6500 FP WILCOX AVE<br>WATER BILLING-6/27-7/27/12<br>6707 BEAR AVE<br>WATER BILLING-6/27-7/27/12<br>FLORENCE AVE & CHANSLOR<br>WATER BILLING-6/27-7/27/12<br>5234 GAGE AVE<br>WATER BILLING-6/27-7/27/12<br>6707 IRR BEAR AVE | 6,133.93 |
| 50429 | 08/23/12 | 120902 | SOUTHERN CALIFORNIA EDISON<br>ELECTRICAL BILLING-7/18-8/16<br>4357 GAGE AVE-SKB PARK<br>ELECTRICAL BILLING-5/31-7/19<br>VARIOUS STREET LIGHT ACCOUNTS | 12,775.29 |
| 50430 | 08/29/12 | 120902 | CITY OF BELL PAYROLL FUND<br>PAYROLL DEPOSIT-PAY OF 8/31/12 | 248,865.60 |
| 50431 | 09/07/12 | 120901 | VOID<br>VOID-TEST PRINT | 0.00 |
| 50432 | 09/07/12 | 120901 | VOID<br>VOID-TEST PRINT | 0.00 |
| 50433 | 09/07/12 | 120901 | NEXTEL COMMUNICATIONS<br>CELLULAR BILLING-5/2-6/1/12<br>BCHA/BELL P.D. | 486.01 |

11c

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | CELLULAR BILLING-6/2-7/1/12<br>BCHA/BELL P.D. | |
| 50434 | 09/07/12 | 120902 | AT&T-LONG DISTANCE<br>TELEPHONE BILLING-7/02-8/1/12<br>LONG DISTANCE-VARIOUS ACCOUNTS | 13.25 |
| 50435 | 09/07/12 | 120902 | DIRECTV<br>SATELLITE SVCS-8/22-9/21/12<br>CITY HALL/BELL P.D. | 33.69 |
| 50436 | 09/07/12 | 120902 | THE GAS COMPANY<br>GAS BILLING-7/11-8/10/12<br>MULTIPLE ADDRESSES | 146.07 |
| 50437 | 09/07/12 | 120902 | GOLDEN STATE WATER COMPANY<br>WATER BILLING-7/24-8/23/12<br>7006 WALKER AVE<br>WATER BILLING-7/23-8/21/12<br>4400 GAGE AVE | 94.47 |
| 50438 | 09/07/12 | 120902 | NEXTEL COMMUNICATIONS<br>CELLULAR BILLING-7/2-8/1/12<br>BCHA/BELL P.D. | 254.99 |
| 50439 | 09/07/12 | 120902 | SOUTHERN CALIFORNIA EDISON<br>ELECTRICAL BILLING-7/13-8/13<br>6800 OTIS TC1<br>ELECTRICAL BILLING-7/13-8/13<br>6510 CLARKSON AVE<br>ELECTRICAL BILLING-7/16-8/14<br>6901 1/2 RIVER DR<br>ELECTRICAL BILLING-6/21-8/17<br>VARIOUS STREET LIGHT ACCOUNTS<br>ELECTRICAL BILLING-7/23-8/21<br>5007 FLORENCE PED | 12,668.05 |
| 50440 | 09/07/12 | 120902 | TELEPACIFIC COMMUNICATIONS<br>TELEPHONE BILLING-8/23-9/22/12<br>BELL P.D. | 3,977.98 |
| 50441 | 09/07/12 | 120902 | VISION SERVICE PLAN (CA)<br>VISION INS ADM FEE-SEP'12<br>VISION INS CLAIMS-AUG'12 | 2,682.80 |
| 50442 | 09/07/12 | 120902 | WELLS FARGO REMITTANCE CENTER<br>VARIOUS CITY EXPENSES<br>NATURAL GAS-PW<br>TRAVEL EXPENSES-C.COUNCIL/CM<br>DOMAIN REGISTRY | 4,312.06 |
| 50443 | 09/07/12 | 120903 | ALESHIRE & WYNDER, LLP<br>LEGAL SVCS-6/1-28/12<br>GO BONDS<br>LEGAL SVCS-6/1-28/12 | 58,454.90 |

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| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | DEXIA CREDIT LOCAL VS BELL | |
| | | | LEGAL SVCS-6/18-28/12 | |
| | | | MOBILE HOME PARKS(HSG) | |
| | | | LEGAL SVCS-6/5-28/12 | |
| | | | UNLAWFUL DETAINERS(HSG) | |
| | | | LEGAL SVCS-6/5-29/12 | |
| | | | PITCHESS MOTIONS | |
| | | | LEGAL SVCS-6/1-26/12 | |
| | | | LABOR | |
| | | | LEGAL SVCS-5/1-6/19/12 | |
| | | | PENSIONS | |
| | | | LEGAL SVCS-6/1-25/12 | |
| | | | D&J ENGINEERING VS BELL | |
| | | | LEGAL SVCS-6/1-15/12 | |
| | | | RICHARD FISHER ASSOC VS BELL | |
| | | | LEGAL SVCS-4/1-6/29/12 | |
| | | | RAMIREZ LUIS VS BELL | |
| | | | LEGAL SVCS-5/1-6/29/12 | |
| | | | RIZZO, ROBERT VS BELL | |
| | | | LEGAL SVCS-6/1-29/12 | |
| | | | SORIA MARIA VS BELL | |
| | | | LEGAL SVCS-6/5-30/12 | |
| | | | SPACCIA ANGELA VS BELL | |
| | | | LEGAL SVCS-6/4-25/12 | |
| | | | ATTORNEY GENERAL LITIGATION | |
| 50444 | 09/07/12 | 120903 | ALESHIRE & WYNDER, LLP | 72,576.20 |
| | | | LEGAL SVCS-4/30-5/31/12 | |
| | | | FIGUEROA,ELVIA VS BELL | |
| | | | LEGAL SVCS-6/1-26/12 | |
| | | | GENERAL | |
| | | | LEGAL SVCS-3/27-6/29/12 | |
| | | | LITIGATION | |
| | | | LEGAL SVCS-6/1-19/12 | |
| | | | PERSONNEL | |
| | | | LEGAL SVCS-6/1-28/12 | |
| | | | ASSESSMENT/BOND | |
| | | | LEGAL SVCS-6/1-7/12 | |
| | | | POLICE | |
| | | | LEGAL SVCS-6/4-27/12 | |
| | | | AGENCY | |
| | | | LEGAL SVCS-5/31-6/22/12 | |
| | | | REFUSE | |
| | | | LEGAL SVCS-5/10-6/20/12 | |
| | | | RISK MANAGEMENT | |
| | | | LEGAL SVCS-9/16/11-6/8/12 | |
| | | | AGENCY REAL PROPERTY | |
| | | | LEGAL SVCS-6/4-18/12 | |
| | | | CORCORAN,JAMES VS BELL | |
| | | | LEGAL SVCS-6/8-29/12 | |
| | | | RAMIREZ LISA VS BELL | |
| | | | LEGAL SVCS-6/1-30/12 | |
| | | | FINANCIAL INVESTIGATIONS | |
| | | | LEGAL SVCS-1/27-6/28/12 | |
| | | | SEC INVESTIGATIONS | |

11E

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 50445 | 09/07/12 | 120903 | ALESHIRE & WYNDER, LLP<br>LEGAL SVCS-5/1-30/12<br>GENERAL<br>LEGAL SVCS-3/13-5/31/12<br>DEXIA VS BELL<br>LEGAL SVCS-5/2-31/12<br>UNLAWFUL DETAINERS<br>LEGAL SVCS-5/23-30/12<br>PITCHESS MOTIONS<br>LEGAL SVCS-5/1-31/12<br>LABOR<br>LEGAL SVCS-5/29-30/12<br>PERSONNEL INVESTIGATIONS<br>LEGAL SVCS-5/1-31/12<br>POLICE INVESTIGATIONS<br>LEGAL SVCS-4/2-5/31/12<br>D&J ENGINEERING<br>LEGAL SVCS-5/1-31/12<br>RICHARD FISHER ASSOC VS BELL<br>LEGAL SVCS-5/3-31/12<br>SORIA,MARIA VS BELL<br>LEGAL SVCS05/1-14/12<br>SPACCIA VS BELL<br>LEGAL SVCS-5/1-31/12<br>ATTORNEY GENERAL LITIGATION<br>LEGAL SVCS-5/11-31/12<br>MARTINEZ,RENE VS BELL<br>LEGAL SVCS-6/4-27/12<br>FIGUEROA ELVIA VS BELL | 62,735.81 |
| 50446 | 09/07/12 | 120903 | VOID<br>VOID-PRINTER ERROR | 0.00 |
| 50447 | 09/07/12 | 120903 | VOID<br>VOID-PRINTER ERROR | 0.00 |
| 50448 | 09/07/12 | 120903 | VOID<br>VOID-TEST PRINT | 0.00 |
| 50449 | 09/07/12 | 120903 | VOID<br>VOID-TEST PRINT | 0.00 |
| 50450 | 09/07/12 | 120903 | ALESHIRE & WYNDER, LLP<br>LEGAL SVCS-3/12-5/31/12<br>PERSONNEL<br>LEGAL SVCS-5/1-23/12<br>PLANNING<br>LEGAL SVCS-5/1-16/12<br>PUBLIC WORKS/ENGINEERING<br>LEGAL SVCS-5/3-30/12<br>FINANCE<br>LEGAL SVCS-5/3-31/12<br>ASSESSMENT/BOND<br>LEGAL SVCS-5/3-8/12 | 33,312.29 |

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | CODE ENFORCEMENT | |
| | | | LEGAL SVCS-5/1-31/12 | |
| | | | AGENCY | |
| | | | LEGAL SVCS-5/1-31/12 | |
| | | | REIMBURSABLE | |
| | | | LEGAL SVCS-5/1-30/12 | |
| | | | RISK MANAGEMENT | |
| | | | LEGAL SVCS-5/1-31/12 | |
| | | | SUCCESSOR AGENCY PROJECTS | |
| | | | LEGAL SVCS-5/2-29/12 | |
| | | | CORCORAN, JAMES VS BELL | |
| | | | LEGAL SVCS-5/7-31/12 | |
| | | | RAMIREZ LISA VS BELL | |
| | | | LEGAL SVCS-3/2-5/31/12 | |
| | | | FINANCIAL INVESTIGATIONS | |
| | | | LEGAL SVCS-5/1-31/12 | |
| | | | GO BONDS | |
| 50451 | 09/07/12 | 120903 | ALL ACTION SECURITY | 1,453.31 |
| | | | SECURITY GUARD SVCS-6/16& 6/23 | |
| 50452 | 09/07/12 | 120903 | AMERICAN GUARD SERVICES, INC. | 10,763.76 |
| | | | CROSSING GUARD SERVICES-JUN'12 | |
| 50453 | 09/07/12 | 120903 | AMERICAN PAPER PLASTIC | 68.81 |
| | | | JANITORIAL SUPPLIES-CITY YARD | |
| | | | CREDIT-JANITORIAL SUPPLIES | |
| 50454 | 09/07/12 | 120903 | AMERICAN RELIANCE INC. | 336.88 |
| | | | MOBILE PC MAINT-PATROL/BELL PD | |
| 50455 | 09/07/12 | 120903 | JAIME BALTAZAR | 11.66 |
| | | | POST REIMB-JUL'11-JUN'12 | |
| 50456 | 09/07/12 | 120903 | BAY ALARM COMPANY | 24.24 |
| | | | ALARM-SVC CHRG 6/7/12 | |
| | | | 6704 ORCHARD AVE | |
| 50457 | 09/07/12 | 120903 | STEVE BELCHER | 141.53 |
| | | | POST REIMB-JUL'11-JUN'12 | |
| 50458 | 09/07/12 | 120903 | STACY BLUTHENTHAL | 158.74 |
| | | | POST REIMB-JUL'11-JUN'12 | |
| 50459 | 09/07/12 | 120903 | JOSE STEVE CARRERA | 11.66 |
| | | | POST REIMB-JUL'11-JUN'12 | |
| 50460 | 09/07/12 | 120903 | VERONICA CASTANEDA | 17.21 |
| | | | POST REIMB-JUL'11-JUN'12 | |
| 50461 | 09/07/12 | 120903 | CITY OF INGLEWOOD | 2,955.66 |
| | | | COLLECTIONS CHARGES-NOV'11 | |
| | | | COLLECTIONS CHARGES-DEC'11 | |
| 50462 | 09/07/12 | 120903 | GREGORY CLARK | 33.30 116 |

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | POST REIMB-JUL'11-JUN'12 | |
| 50463 | 09/07/12 | 120903 | DAILY JOURNAL CORP.<br>BID NOTICE-FILMORE REHAB PROJ | 819.00 |
| 50464 | 09/07/12 | 120903 | DEPARTMENT OF JUSTICE<br>FINGERPRINT SVCS-JAN'12<br>FINGERPRINT SVCS-APR'12<br>FINGERPRINT SVCS-JUN'12 | 2,386.00 |
| 50465 | 09/07/12 | 120903 | TERRY DIXON<br>POST REIMB-JUL'11-JUN'12 | 306.83 |
| 50466 | 09/07/12 | 120903 | CHRISTOPHER DONAHUE<br>POST REIMB-JUL'11-JUN'12 | 305.26 |
| 50467 | 09/07/12 | 120903 | JAMES DOWDELL<br>POST REIMB-JUL'11-JUN'12 | 59.94 |
| 50468 | 09/07/12 | 120903 | NORDIS PARENTE<br>BUISNESS CARDS-A.M. QUINTANA<br>BUSINESS CARDS-A. SALEH<br>PURCHASE ORDERS<br>BUSINESS CARDS-V. ALVAREZ<br>BUSINESS CARDS-CITY MANAGER | 671.02 |
| 50469 | 09/07/12 | 120903 | FEDERAL EXPRESS<br>DELIVERY SVCS-N. FONG | 30.23 |
| 50470 | 09/07/12 | 120903 | LANCE FERRARI<br>POST REIMB-JUL'11-JUN'12 | 439.05 |
| 50471 | 09/07/12 | 120903 | STEVEN FINKLESTEIN<br>POST REIMB-JUL'11-JUN'12 | 63.96 |
| 50472 | 09/07/12 | 120903 | BRIAN HAHN<br>POST REIMB-JUL'11-JUN'12 | 66.05 |
| 50473 | 09/07/12 | 120903 | INTELESYS COMMUNICATIONS<br>TELEPHONE MAINT/REPAIR-BELL PD | 982.89 |
| 50474 | 09/07/12 | 120903 | INTERWEST CONSULTING GROUP INC<br>PROF SVCS-1/9-6/30/12<br>PROF SVCS-4/28-5/25/12<br>DEVELOPMENT ENGINEERING | 43,785.96 |
| 50475 | 09/07/12 | 120903 | INTERWEST CONSULTING GROUP INC<br>PROF ENGINEERING SVCS-MAY'12<br>PROF ENGINEERING SVCS-JUN'12 | 19,800.00 |
| 50476 | 09/07/12 | 120903 | GILBERT JARA<br>POST REIMB-JUL'11-JUN'12 | 536.60 |
| 50477 | 09/07/12 | 120903 | JOSE JIMENEZ<br>POST REIMB-JUL'11-JUN'12 | 183.61 |

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| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 50478 | 09/07/12 | 120903 | LDI COLOR TOOLBOX<br>DIGITAL COPIER/STAPLE FINISHER | 9,127.39 |
| 50479 | 09/07/12 | 120903 | MARK LOGAN<br>POST REIMB-JUL'11-JUN'12 | 38.30 |
| 50480 | 09/07/12 | 120903 | MARISOL LOMELI<br>POST REIMB-JUL'11-JUN'12 | 177.05 |
| 50481 | 09/07/12 | 120903 | ANTONIO LOPEZ<br>POST REIMB-JUL'11-JUN'12 | 385.74 |
| 50482 | 09/07/12 | 120903 | CAROLYN LOWERS<br>POST REIMB-JUL'11-JUN'12 | 66.05 |
| 50483 | 09/07/12 | 120903 | MACIAS GINI & O'CONNELL LLP<br>PROFESSIONAL SVCS-JUN'12<br>AUDIT FINANCIAL STATEMENTS | 10,000.00 |
| 50484 | 09/07/12 | 120903 | MARIA MARTINEZ<br>REFUND-BASEBALL J. MARTINEZ | 50.00 |
| 50485 | 09/07/12 | 120903 | BILL MCCULLAH<br>POST REIMB-JUL'11-JUN'12 | 73.82 |
| 50486 | 09/07/12 | 120903 | MUNICIPAL COURT SOUTHEAST<br>COUNTY SURCHARGE-JUN'12<br>COURTHOUSE CONST FD-GC 76100<br>COUNTY SURCHARGE-MAY'12<br>CJF CONST FD-GC 76101<br>STATE SURCHARGE-MAY'12<br>I&CNF CONST FD-GC 70372b<br>STATE SURCHARGE-MAY'12<br>CF CONST FD-GC 70372b<br>COURT FD-GC 70000.3 MAY'12<br>COUNTY/STATE-MAY'12<br>HANDICAP STATE LINKAGE FEE<br>PC 1465.5<br>COUNTY SURCHARGE-JUN'12<br>CJF CONST FD-GC 76101<br>STATE SURCHARGE-JUN'12<br>I&CNF CONST FD-GC 70372b<br>STATE SURCHARGE-JUN'12<br>CF CONST FD-GC 70372b<br>COURT FD-GC 70000.3 JUN'12<br>COUNTY/STATE-JUN'12<br>HANDICAP STATE LINKAGE FEE<br>PC 1465.5<br>STATE SHARE-JUN'12<br>PARKING REGISTRATION & EQUIP<br>VIOLATIONS VC 40225d<br>STATE SHARE-MAY'12<br>PARKING REGISTRATION & EQUIP<br>VIOLATIONS VC 40225d | 23,039.22 |

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | COUNTY SURCHARGE-MAY'12 | |
| | | | COURTHOUSE CONST FD-GC 76100 | |
| 50487 | 09/07/12 | 120903 | OCE IMAGISTICS INC. | 2,254.35 |
| | | | COPIER MAINT/SUPPLIES | |
| | | | C.H. 6/1-8/31/12 | |
| | | | C.CTR 6/1-30/12 | |
| | | | COPIER MAINT/SUPPLIES | |
| | | | BELL P.D. 6/1-30/12 | |
| | | | C.CTR 7/1/12-6/30/13 | |
| | | | 4/1-6/30/12, 6/1-30/12 | |
| 50488 | 09/07/12 | 120903 | KURT OWENS | 47.18 |
| | | | POST REIMB-JUL'11-JUN'12 | |
| 50489 | 09/07/12 | 120903 | PSYCHOLOGICAL CONSULTING | 700.00 |
| | | | EVAL PRE EMPLOY-6/18/12 | |
| | | | C.VIZCARRA | |
| | | | EVAL PRE EMPLOY-6/26/12 | |
| | | | J.CORCORAN | |
| 50490 | 09/07/12 | 120903 | QUILL CORPORATION | 784.01 |
| | | | OFFICE SUPPLIES-PARKS & REC | |
| | | | OFFICE SUPPLIES-PARKS & REC | |
| | | | OFFICE SUPPLIES-BUILD & SAFETY | |
| | | | OFFICE SUPPLIES-P.D. | |
| | | | OFFICE SUPPLIES-ADMIN SVCS | |
| | | | OFFICE SUPPLIES-CODE ENFORCE | |
| | | | CREDIT-OFFICE SUPPLIES | |
| | | | BUILDING & PLANNING | |
| | | | CREDIT-OFFICE SUPPLIES | |
| | | | CITY CLERK | |
| | | | CREDIT-OFFICE SUPPLIES | |
| | | | M.PRADO | |
| 50491 | 09/07/12 | 120903 | RODRIGO RODARTE | 265.85 |
| | | | POST REIMB-JUL'11-JUN'12 | |
| 50492 | 09/07/12 | 120903 | THOMAS RODRIGUEZ | 181.63 |
| | | | POST REIMB-JUL'11-JUN'12 | |
| 50493 | 09/07/12 | 120903 | ALI SALEH | 134.20 |
| | | | REIMB-MILEAGE 5/18-19/12 | |
| 50494 | 09/07/12 | 120903 | MARK SANCHEZ | 97.13 |
| | | | POST REIMB-JUL'11-JUN'12 | |
| 50495 | 09/07/12 | 120903 | SAVAS SIGNWORKS | 17.40 |
| | | | TIME CHANGE-C.CTR | |
| 50496 | 09/07/12 | 120903 | U.S. HEALTH WORKS | 220.00 |
| | | | OFFICERS PHYSICAL-C.VIZCARRA | |
| | | | BLOOD ALCOHOL COLLCT-DR12-2021 | |
| | | | BLOOD ALCOHOL COLLCT-DR12-2022 | |
| | | | BASIC PHYSICAL-J.SIFUENTES | |

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| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 50497 | 09/07/12 | 120903 | JONATHAN WALKER<br>POST REIMB-JUL'11-JUN'12 | 47.18 |
| 50498 | 09/07/12 | 120903 | WELLS FARGO BANK, N.A.<br>D.B. PLAN ADMIN FEE-APR-JUN'12 | 1,158.00 |
| 50499 | 09/07/12 | 120903 | WELLS LOCK & KEY<br>PADLOCKS KEYS-BELL P.D.<br>SVC CALL/LOCKS<br>PUBLIC WORKS<br>FINANCE<br>BUILDING & SAFETY<br>KEY-LB & VETS PK<br>KEYS-LB & VETS PK | 197.00 |
| 50500 | 09/07/12 | 120904 | A.R. ZEFF BACKFLOW TESTING CO.<br>TESTED BACKFLOW-6500 WILCOX | 792.00 |
| 50501 | 09/07/12 | 120904 | ADMIN SURE<br>WORKER'S COMP SVCS-SEP'12 | 1,900.00 |
| 50502 | 09/07/12 | 120904 | ALL ACTION SECURITY<br>SECURITY GUARD SVCS-7/21/12<br>SECURITY GUARD SVCS-8/4-5/12 | 1,272.19 |
| 50503 | 09/07/12 | 120904 | MICHAEL M. VARGAS<br>ID SVC AGREEMENT-9/1/12-9/1/13 | 374.00 |
| 50504 | 09/07/12 | 120904 | AZTECA LANDSCAPE<br>LANDSCAPE MAINT-AUG'12<br>MEDIANS & SLOPES<br>LANDSCAPE MAINT-AUG'12<br>VETERANS PARK | 6,400.00 |
| 50505 | 09/07/12 | 120904 | GEORGE BALANDRAN<br>SUBSISTENCE-10/10-12/12 | 30.00 |
| 50506 | 09/07/12 | 120904 | BAY ALARM COMPANY<br>ALARM-SVC CHRG/INSTAL 9/1-10/1<br>VARIOUS LOCATIONS<br>ALARM-SVC CHARGE | 404.24 |
| 50507 | 09/07/12 | 120904 | GUADALUPE BECERRA<br>REFUND-BALLET/M. BECERRA | 35.00 |
| 50508 | 09/07/12 | 120904 | BELCHER & ASSOCIATES<br>INTERIM CHIEF OF PD-8/16-31/12 | 6,500.00 |
| 50509 | 09/07/12 | 120904 | BELL POLICE EXPLORERS POST 539<br>REIMB-ACADEMY APPLICATION FEE | 1,500.00 |
| 50510 | 09/07/12 | 120904 | BELL SERVICE CENTER<br>VARIOUS REPAIRS-UNIT #102<br>LUBE/OIL/FILTER/FLUSH COOLING | 670.79 |

11K

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | SYSTEM<br>CODE ENFORCEMENT<br>VARIOUS REPAIRS-UNIT #100<br>LUBE/OIL/FILTER/FUEL FILTER/<br>FUEL INJECTION<br>CHARGING SYS-UNIT #43<br>TAIL GATE HANDLE-UNIT #307<br>BATTERY-UNIT #328<br>VARIOUS REPAIRS-UNIT #104<br>LUBE/OIL/FILTER<br>CODE ENFORCEMENT | |
| 50511 | 09/07/12 | 120904 | BUXTON<br>PROF SVCS-BASIC ACCESS 7/25/13 | 12,475.00 |
| 50512 | 09/07/12 | 120904 | CALIFORNIA STATE UNIVERSITY<br>TUITION-10/8-19/12 R.R. | 669.00 |
| 50513 | 09/07/12 | 120904 | JOSE E. CAMACHO<br>REFUND-IMPOUND REVIEW | 545.00 |
| 50514 | 09/07/12 | 120904 | CARL WARREN & CO.<br>ADMINISTRATIVE FEE 2012-2013 | 1,000.00 |
| 50515 | 09/07/12 | 120904 | CARPENTER, ROTHANS & DUMONT<br>LEGAL SVCS-7/2-30/12 RAMIREZ | 2,089.47 |
| 50516 | 09/07/12 | 120904 | CENTRAL VALLEY CRIME &<br>CONFERENCE REGISTRATION | 325.00 |
| 50517 | 09/07/12 | 120904 | CHANGE COMMUNITIES<br>CITY CLERK WEBSITE SVCS-AUG'12 | 500.00 |
| 50518 | 09/07/12 | 120904 | CHATSWORTH GLOVES INC.<br>LATEX GLOVES-BELL P.D. | 120.21 |
| 50519 | 09/07/12 | 120904 | CITY OF BREA<br>IT SERVICES-JUL'12 | 5,512.50 |
| 50520 | 09/07/12 | 120904 | CITY OF INGLEWOOD<br>CITATION PROCESSING-JUL'12 | 1,628.73 |
| 50521 | 09/07/12 | 120904 | KELLY COLOPY<br>REIMB-EXPENSES/INTERVIEW 7/19 | 562.51 |
| 50522 | 09/07/12 | 120904 | COMSERCO, INC.<br>MAINT BILLING-AUG'12 BELL PD | 1,071.00 |
| 50523 | 09/07/12 | 120904 | CSG CONSULTANTS, INC.<br>PLAN REVIEW SVCS-JUL'12<br>PC #45985 | 114.80 |
| 50524 | 09/07/12 | 120904 | DATASTREAM BUSINESS SOLUTIONS,<br>HP9000 PROGRAMMING 7/1-31/12<br>MACIAS 2010-2011 AUDIT | 1,282.50 |

11L

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 50525 | 09/07/12 | 120904 | CHRIS DELGADILLO<br>REFUND-TREDER PAVILION 8/5/12 | 45.00 |
| 50526 | 09/07/12 | 120904 | COUNTY OF LOS ANGELES<br>ANIMAL HOUSING SVCS-JUL'12 | 7,671.26 |
| 50527 | 09/07/12 | 120904 | DEPARTMENT OF JUSTICE<br>FINGERPRINT SVCS-JUL'12 | 499.00 |
| 50528 | 09/07/12 | 120904 | JAMES DOWDELL<br>SUBSISTENCE-10/15-19/12 | 50.00 |
| 50529 | 09/07/12 | 120904 | DUNN-EDWARDS CORP.<br>PAINT SUPPLIES-C.CTR<br>PAINT SUPPLIES-LB PARK<br>CREDIT-PAINT SUPPLIES | 102.62 |
| 50530 | 09/07/12 | 120904 | E.C. CONSTRUCTION CO<br>FLORENCE AVE ST RESURFACING | 127,081.15 |
| 50531 | 09/07/12 | 120904 | ECHO FIRE PROTECTION CO.<br>EXTINGUISHER SVCS-8/14/12 C.H. | 646.00 |
| 50532 | 09/07/12 | 120904 | ENTENMANN-ROVIN CO.<br>BADGE-BELL P.D. | 43.86 |
| 50533 | 09/07/12 | 120904 | HILDA ESTRADA<br>INTERPRETATION SVCS-7/18-8/15<br>HEADSET REPLACEMENT (1) | 1,225.00 |
| 50534 | 09/07/12 | 120904 | EWING<br>EQUIPMENT | 342.06 |
| 50535 | 09/07/12 | 120904 | VOID<br>VOID-PRINTER ERROR | 0.00 |
| 50536 | 09/07/12 | 120904 | VOID<br>VOID-TEST PRINT | 0.00 |
| 50537 | 09/07/12 | 120904 | VOID<br>VOID-TEST PRINT | 0.00 |
| 50538 | 09/07/12 | 120904 | NORDIS PARENTE<br>ENVELOPES<br>CERTIFICATES & HOLDERS-C.CLERK<br>BUSINESS CARDS-M.DANIEL | 2,740.49 |
| 50539 | 09/07/12 | 120904 | FEDERAL EXPRESS<br>DELIVERY SVCS-A.GUTIERREZ 7/27<br>DELIVERY SVCS-N.FONG | 57.89 |
| 50540 | 09/07/12 | 120904 | THE FLAG SHOP<br>FLAG & HARDWARE | 68.40 |

11M

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 50541 | 09/07/12 | 120904 | FRAZEE PAINT<br>CURB PAINT<br>CREDIT-CURB PAINT | 153.55 |
| 50542 | 09/07/12 | 120904 | G4S SECURE SOLUTIONS (USA)INC.<br>JAIL SVCS-BELL PD JUL'12 | 15,790.23 |
| 50543 | 09/07/12 | 120904 | GALLS<br>UNIFORM-C. VIZCARRA<br>UNIFORM-F. NUNEZ<br>UNIFORM-F. NUNEZ | 2,094.23 |
| 50544 | 09/07/12 | 120904 | TOM GIBBY<br>BACKGROUND INVEST-W. M. AGUILAR | 800.00 |
| 50545 | 09/07/12 | 120904 | GRAFFITI CONTROL SYSTEMS<br>GRAFFITI REMOVAL SVCS-JUL'12 | 7,819.00 |
| 50546 | 09/07/12 | 120904 | GRAFFITI PROTECTIVE COATINGS<br>SIDEWALK STEAM CLEANING-JUL'12<br>BUS SHELTER CLEANING-JUL'12<br>STREET SWEEPING-JUL'12 | 26,288.00 |
| 50547 | 09/07/12 | 120904 | HINDERLITER DE LLAMAS &<br>CONTRACT SVCS-SALES TAX 3RDQTR | 900.00 |
| 50548 | 09/07/12 | 120904 | HUB INTERNATIONAL INSURANCE<br>LIABILITY INSURANCE-C. CTR<br>SEPTEMBER 2012<br>LIABILITY INSURANCE-C. CTR<br>AUGUST 2012 | 1,173.36 |
| 50549 | 09/07/12 | 120904 | HUNTINGTON PARK RUBBER<br>CUSTOM ENGRAVED SIGN-BELL PD | 32.30 |
| 50550 | 09/07/12 | 120904 | TYRONE IBARRA<br>REFUND-IMPOUND REVIEW #12-2759 | 450.00 |
| 50551 | 09/07/12 | 120904 | INTERWEST CONSULTING GROUP INC<br>PROF SVCS-7/1-31/12<br>PROF ENGINEERING SVCS-7/1-31/1 | 50,035.00 |
| 50552 | 09/07/12 | 120904 | KELDON PAPER COMPANY<br>PAPER-BELL PD | 862.39 |
| 50553 | 09/07/12 | 120904 | KETTLE CREEK CORPORATION<br>RECEPTACLE-MAINSTREET | 7,823.00 |
| 50554 | 09/07/12 | 120904 | LA COUNTY SHERIFF DEPT.<br>FOODS SVCS-7/1-31/12 | 413.10 |
| 50555 | 09/07/12 | 120904 | LD PRODUCTS INC.<br>INK CARTRIDGES-BELL PD | 337.58 |

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| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 50556 | 09/07/12 | 120904 | LEAGUE OF CALIFORNIA CITIES<br>INSTALLATION EVENT-8/2/12<br>N. VALENCIA | 55.00 |
| 50557 | 09/07/12 | 120904 | LOS ANGELES COUNTY MTA<br>TAP BUS PASS SALES-JUL'12 | 5,892.00 |
| 50558 | 09/07/12 | 120904 | CAROLINA MANCILLAS<br>REFUND-HALL DEPOSIT 8/4/12 | 300.00 |
| 50559 | 09/07/12 | 120904 | MEARNS CONSULTING LLC<br>PROF SVCS-DEXIA 6/19-7/26/12<br>PROF SVCS-BNSF 7/17-8/11/12 | 12,000.00 |
| 50560 | 09/07/12 | 120904 | MEDINA CONSTRUCTION<br>LANDSCAPING MAINT-AUG'12<br>PW/GEN MAINT SVCS-AUG'12<br>LANDSCAPING MAINT-AUG'12 | 24,175.00 |
| 50561 | 09/07/12 | 120904 | OTTO R. MENDIZABAL<br>REFUND-TAQUERO PERMIT | 25.00 |
| 50562 | 09/07/12 | 120904 | ANTHONY MIRANDA<br>SUBSISTENCE-9/29-10/3/12<br>LODGING-9/29-10/3/12 | 645.31 |
| 50563 | 09/07/12 | 120904 | RUDY MONROY<br>REFUND-HALL DEPOSIT 8/5/12 | 300.00 |
| 50564 | 09/07/12 | 120904 | MR. UNIFORM<br>UNIFORM-PD EXPLORER/R. FLORES | 113.97 |
| 50565 | 09/07/12 | 120904 | NEOPOST USA INC.<br>POSTAGE METER MACHINE RENTAL<br>7/1/12-6/30/13 | 779.69 |
| 50566 | 09/07/12 | 120904 | OCE IMAGISTICS INC.<br>COPIER MAINT/SUPPLIES<br>C. CTR 7/1-31/12<br>COPIER MAINT/SUPPLIES<br>C. CTR 7/1-31/12 | 159.85 |
| 50567 | 09/07/12 | 120904 | ORANGE COUNTY SHERIFF'S DEPT<br>TUITION-10/10-12/12 G. B.<br>TUITION-10/15-19/12 J. D.<br>TUITION-10/17/12 G. E.<br>TUITION-10/15/12 JJ/GC/ML/JA | 188.40 |
| 50568 | 09/07/12 | 120904 | DAVID I. PARRA<br>REFUND-PRAK PAVILION 10/20/12 | 45.00 |
| 50569 | 09/07/12 | 120904 | PECKHAM & MCKENNEY<br>COMMUNITY DVLPMNT DIR SEARCH<br>EXPENSE INVOICE #3 | 4,845.62 |

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| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | COMMUNITY SVCS DIRECTOR SEARCH | |
| 50570 | 09/07/12 | 120904 | PRAXAIR DISTRIBUTION INC<br>EQUIPMENT RENTAL-C. CTR | 41.08 |
| 50571 | 09/07/12 | 120904 | PSYCHOLOGICAL CONSULTING<br>EVAL PRE EMPLOY-7/25/12<br>F. NUNEZ | 350.00 |
| 50572 | 09/07/12 | 120904 | PVPTA<br>PROP A-PVPTA AGREEMENT PYMT | 467,000.00 |
| 50573 | 09/07/12 | 120904 | QUICK DISPENSE<br>MISC SUPPLIES-C. HALL<br>MISC SUPPLIES-BELL PD<br>MISC SUPPLIES-C. HALL | 422.28 |
| 50574 | 09/07/12 | 120904 | QUILL CORPORATION<br>OFFICE SUPPLIES-P. D.<br>OFFICE SUPPLIES-P. D.<br>OFFICE SUPPLIES-PARKS & REC<br>OFFICE SUPPLIES-CITY CLERK<br>OFFICE SUPPLIES-PARKS & REC<br>OFFICE SUPPLIES-HW<br>OFFICE SUPPLIES-CODE ENFORCE | 2,110.84 |
| 50575 | 09/07/12 | 120904 | REPUBLIC ITS INC<br>TRAFFIC SIGNAL MAINT-JUL'12<br>TRAFFIC SIGNAL-JUL'12<br>RESPONSE CALL OUTS & REPAIRS | 2,623.55 |
| 50576 | 09/07/12 | 120904 | CYNTHIA ROBLES<br>REFUND-HALL DEPOSIT 8/25/12 | 300.00 |
| 50577 | 09/07/12 | 120904 | RODRIGO RODARTE<br>SUBSITENCE-10/8-19/12 | 100.00 |
| 50578 | 09/07/12 | 120904 | ADRIANA RODRIGUEZ<br>REFUND-HALL ADDITIONAL HRS 9/7 | 40.00 |
| 50579 | 09/07/12 | 120904 | ROSE CLEANERS & LAUNDRY<br>BLANKET CLEANING SVCS<br>BELL P. D. -JUL'12 | 180.00 |
| 50580 | 09/07/12 | 120904 | ANGELA RUIZ<br>LODGING-10/16-19/12<br>SUBSISTENCE-10/16-19/12 | 684.83 |
| 50581 | 09/07/12 | 120904 | SAVAS SIGNWORKS<br>WINDOW DECALS+INSTALLATION<br>SIGN W/BLACK LETTERS-C. CTR<br>STREET BANNERS-TECH CENTER | 1,227.56 |
| 50582 | 09/07/12 | 120904 | SIRCHIE FINGER PRINT LAB INC.<br>SUPPLIES/RED TAPE-BELL PD | 175.64 |

11P

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 50583 | 09/07/12 | 120904 | CURTIS STEPHAN<br>RISK MGMT CONTRACT-8/1-27/12 | 3,780.00 |
| 50584 | 09/07/12 | 120904 | TOSHIBA AMERICA BUSINESS SOLUT<br>COPIER LEASE-SEP'12 C.H. | 391.50 |
| 50585 | 09/07/12 | 120904 | TRANSTECH ENGINEERS, INC<br>PLAN CHECK SVCS-PC #46014 | 108.30 |
| 50586 | 09/07/12 | 120904 | U.S. HEALTH WORKS<br>OFFICERS PHYSICAL-J.CORCORAN<br>BLOOD ALCOHOL COLLECTION<br>DR#12-2374/12-2388<br>DR#12-2417/12-2435<br>BLOOD ALCOHOL COLLECTION<br>DR#12-2449/12-2465<br>DR#12-2466/12-2518<br>DR#12-2527<br>BLOOD ALCOHOL COLLECTION<br>DR#12-2545 | 385.00 |
| 50587 | 09/07/12 | 120904 | UNDERGROUND SERVICE ALERT<br>UNDERGROUND FAX NOTICES-AUG'12 | 40.50 |
| 50588 | 09/07/12 | 120904 | UNIFIED TRANSLATION SERVICES<br>INTERPRETING SVCS-8/15/12 CCM<br>INTERPRETING SVCS-7/18 & 8/1<br>EXAMINATION SVCS-7/17 | 1,400.00 |
| 50589 | 09/07/12 | 120904 | UNITED SITE SERVICES<br>FENCE RENTAL-7/18-8/14/12 | 357.18 |
| 50590 | 09/07/12 | 120904 | WELLS LOCK & KEY<br>KEYS-C.CTR<br>KEYS/ID RING-C.CTR<br>KEYS-C.CTR<br>KEYS-BELL PD<br>KEYS-BELL PD | 81.15 |
| 50591 | 09/07/12 | 120904 | YOUNGBLOOD & ASSOCIATES<br>POLYGRAPH EXAM-7/24/12 F.N. | 200.00 |
| 50592 | 09/07/12 | 120904 | ZUMAR INDUSTRIES, INC<br>STREET SUPPLIES | 407.81 |
| TOTAL | 189 CHECKS | | | 2,007,732.94 |
| *W0000711 | 08/23/12 | 120905 | CITY OF BELL PAYROLL FUND<br>FICA & MEDI TAXES-PAY 8/17/12 | 11,125.52 |
| W0000712 | 08/28/12 | 120905 | CAL-PUBLIC EMPLOYEE RETIREMENT<br>RTRMNT PAYMENT-PAY OF 8/17/12 | 64,414.70 |

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| HECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| W0000713 | 08/28/12 | 120905 | US BANK<br>1998 COP-DEBT SVC PYMT<br>PRINCIPAL & INTEREST | 166,288.75 |
| W0000714 | 09/04/12 | 120906 | CITY OF BELL PAYROLL FUND<br>PAYROLL TAXES-PAY OF 8/31/12 | 11,666.92 |
| W0000715 | 09/04/12 | 120906 | WELLS FARGO BANK<br>EXCESS LIABILITY-2ND DEPOSIT<br>FY 2012-2013 | 9,000.00 |
| W0000716 | 09/06/12 | 120906 | CAL-PUBLIC EMPLOYEE RETIREMENT<br>RTRMNT PAYMENT-PAY OF 8/31/12 | 63,821.54 |
| W0000717 | 09/06/12 | 120906 | PUBLIC EMPLOYEES' RETIREMENT<br>HEALTH PREMIUM-SEP'12 | 99,309.13 |
| TOTAL | 7 WIRES | | | 425,626.56 |
| TOTAL | | | | 2,433,359.50 |

11R

# Successor Agency to the Bell Community Redevelopment Agency

# PY-CY Warrants (8/15-9/7/12)

# City Council Meeting of September 12, 2012

11s

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 5503 | 09/07/12 | 120914 | VOID<br>VOID-TEST PRINT | 0.00 |
| 5504 | 09/07/12 | 120914 | VOID<br>VOID-TEST PRINT | 0.00 |
| 5505 | 09/07/12 | 120914 | ROSENOW SPEVACEK GROUP<br>PROF SVCS-SUCCESSOR TRANS<br>7/2-31/12 | 3,822.50 |
| TOTAL | 3 CHECKS | | | 3,822.50 |
| *W0000718 | 09/24/12 | 120915 | US BANK<br>2003 CRA TAX BOND-DEBT SVC PMT<br>PRINCIPAL & INTEREST | 1,468,034.38 |
| TOTAL | 1 WIRES | | | 1,468,034.38 |
| TOTAL | | | | 1,471,856.88 |

11T

# Bell Community Housing Authority

# PY-CY Warrants (8/15-9/7/12)

# City Council Meeting of September 12, 2012

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 1988 | 08/20/12 | 120921 | VOID<br>VOID-TEST PRINT | 0.00 |
| 1989 | 08/20/12 | 120921 | VOID<br>VOID-TEST PRINT | 0.00 |
| 1990 | 08/20/12 | 120921 | THE GAS COMPANY<br>GAS BILLING-6/12-7/12/12<br>6633 PINE AVE-BCHA/LAUNDRY<br>GAS BILLING-6/12-7/12/12<br>4209 BELL AVE-BCHA | 27.17 |
| 1991 | 08/20/12 | 120931 | VOID<br>VOID-PRINT ERROR | 0.00 |
| 1992 | 08/20/12 | 120931 | VOID<br>VOID-TEST PRINT | 0.00 |
| 1993 | 08/20/12 | 120931 | VOID<br>VOID-TEST PRINT | 0.00 |
| 1994 | 08/20/12 | 120931 | THE GAS COMPANY<br>GAS BILLING-6/14-7/13/12<br>5162 FLORENCE AVE-FVMHP<br>GAS BILLING-6/14-7/13/12<br>5246 FLORENCE AVE-FVMHP<br>GAS BILLING-6/12-7/12/12<br>6503 WILCOX AVE-BMHP<br>GAS BILLING-6/11-7/11/12<br>4874 GAGE AVE-BMHP | 1,692.77 |
| 1995 | 08/20/12 | 120922 | CONSOLIDATED DISPOSAL SRVS#902<br>WASTE SVCS-7/1-9/30/12 BCHA<br>5107 FILMORE ST<br>WASTE SVCS-7/1-9/30/12 BCHA<br>6631 PINE AVE<br>WASTE SVCS-7/1-9/30/12 BCHA<br>6303 PINE AVE<br>WASTE SVCS-7/1-9/30/12 BCHA<br>6633 PINE AVE 1<br>6633 PINE AVE<br>WASTE SVCS-7/1-9/30/12 BCHA<br>6229 FLORA AVE 1<br>6229 FLORA AVE<br>WASTE SVCS-7/1-9/30/12 BCHA<br>6629 PINE AVE 1<br>6629 PINE AVE | 371.25 |
| 1996 | 08/20/12 | 120922 | THE GAS COMPANY<br>GAS BILLING-7/11-8/8/12<br>6304 KING AVE-LAUNDRY/BCHA | 20.53 |
| 1997 | 08/20/12 | 120922 | GOLDEN STATE WATER COMPANY<br>WATER BILLING-6/21-7/23/12 | 1,029.54 |

11V

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | 6624 FLORA AVE-BCHA<br>WATER BILLING-6/26-7/26/12<br>6327 PINE AVE-BCHA<br>WATER BILLING-6/21-7/23/12<br>6712-18 OTIS AVE-BCHA<br>WATER BILLING-6/25-7/25/12<br>6419 PROSPECT AVE-BCHA<br>WATER BILLING-6/21-7/23/12<br>4207 BELL AVE-BCHA<br>WATER BILLING-6/21-7/23/12<br>6633 PINE AVE-LAUNDRY/BCHA<br>WATER BILLING-6/21-7/23/12<br>4416 GAGE AVE-BCHA | |
| 1998 | 08/20/12 | 120922 | SOUTHERN CALIFORNIA EDISON<br>ELECTRICAL BILLING-6/19-7/19<br>6304 KING AVE-BCHA | 15.33 |
| 1999 | 08/20/12 | 120932 | AT&T<br>TELEPHONE BILLING-7/4-8/3/12<br>FLORENCE VILLAGE MHP<br>TELEPHONE BILLING-7/4-8/3/12<br>BELL MHP | 285.72 |
| 2000 | 08/20/12 | 120932 | CONSOLIDATED DISPOSAL SRVS#902<br>WASTE SVCS-7/1-9/30/12 FVMHP<br>4738 FLORENCE AVE<br>WASTE SVCS-8/1-8/31/12 FVMHP<br>5162 FLORENCE AVE<br>WASTE SVCS-8/1-31/12 BMHP<br>4874 GAGE AVE<br>WASTE SVCS-8/1-31/12 FVMHP<br>5246 FLORENCE AVE | 6,012.63 |
| 2001 | 08/20/12 | 120932 | GOLDEN STATE WATER COMPANY<br>WATER BILLING-6/21-7/23/12<br>4874 GAGE AVE-BMHP<br>WATER BILLING-6/21-7/23/12<br>4874 GAGE AVE-BMHP | 8,038.00 |
| 2002 | 08/20/12 | 120932 | VOID<br>VOID-ERROR/REISSUE CHECK | 0.00 |
| 2003 | 08/20/12 | 120932 | SOUTHERN CALIFORNIA EDISON<br>ELECTRICAL BILLING-7/2-8/1/12<br>4874 GAGE AVE-BMHP<br>ELECTRICAL BILLING-7/2-8/1/12<br>4874 GAGE AVE-BMHP | 2,918.54 |
| 2004 | 08/20/12 | 120932 | VOID<br>VOID-ERROR/REISSUE CHECK | 0.00 |
| 2005 | 08/21/12 | 120932 | LOS ANGELES SHERIFF'S DEPT<br>WRIT OF POSSESSION-FVMHP #9 | 70.00 |

11W

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 2006 | 08/21/12 | 120932 | SOUTHERN CALIFORNIA EDISON<br>ELECTRICAL BILLING-6/28-7/30<br>5246 FLORENCE AVE-FVMHP | 8,098.68 |
| 2007 | 08/21/12 | 120932 | SOUTHERN CALIFORNIA EDISON<br>ELECTRICAL BILLING-6/27-7/30<br>5162 FLORENCE AVE-DRMHP/FVMHP | 1,680.25 |
| 2008 | 08/23/12 | 120922 | VOID<br>VOID-TEST PRINT | 0.00 |
| 2009 | 08/23/12 | 120922 | VOID<br>VOID-TEST PRINT | 0.00 |
| 2010 | 08/23/12 | 120922 | CONSOLIDATED DISPOSAL SRVS#902<br>WASTE SVCS-7/1-9/30/12<br>6714 OTIS AVE | 41.25 |
| 2011 | 08/23/12 | 120922 | THE GAS COMPANY<br>GAS BILLING-7/12-8/10/12<br>6633 PINE AVE-LAUNDRY/BCHA<br>GAS BILLING-7/12-8/10/12<br>4209 BELL AVE-BCHA | 23.37 |
| 2012 | 08/23/12 | 120922 | SOUTHERN CALIFORNIA EDISON<br>ELECTRICAL BILLING-7/31-8/13<br>6633 1/2 PINE AVE-BCHA | 15.90 |
| 2013 | 08/23/12 | 120922 | SOUTHERN CALIFORNIA EDISON<br>ELECTRICAL BILLING-7/13-8/13<br>6633 PINE AVE-BCHA | 54.44 |
| 2014 | 08/23/12 | 120922 | FRANK VELOZ<br>MAINT REPAIRS-6716 OTIS/BCHA<br>PAINT APARTMENT<br>MAINT REPAIRS-6633 1/2 PINE<br>BCHA/PAINT/DOOR & KNOB/DOOR<br>STOPS/TUB HANDLE/FIXTURE/ELECT<br>PLATES/SINK | 2,015.00 |
| 2015 | 08/23/12 | 120932 | MARTHA FONSECA<br>MANAGEMENT SVCS-8/1-31/12<br>EVENINGS/WEEKENDS-FVMHP | 585.00 |
| 2016 | 08/23/12 | 120932 | THE GAS COMPANY<br>GAS BILLING-7/11-8/9/12<br>4874 GAGE AVE-BMHP<br>GAS BILLING-7/12-8/10/12<br>6503 WILCOX AVE-BMHP | 804.30 |
| 2017 | 08/23/12 | 120932 | HECTOR TORRES<br>VARIOUS REPAIRS-FVMHP #C<br>V.C.T. INSTALLED/QTR ROUND<br>INSTALLED/FLOOR PREP | 1,469.93 |

11X

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 2018 | 08/23/12 | 120932 | BURT WILLIAM<br>REFUND-REBATE SCE/FVMHP | 35.00 |
| 2019 | 09/04/12 | 120932 | L. A. COUNTY<br>HEALTH PERMIT-POOL/FVMHP | 379.00 |
| 2020 | 09/07/12 | 120922 | VOID<br>VOID-TEST PRINT | 0.00 |
| 2021 | 09/07/12 | 120922 | VOID<br>VOID-TEST PRINT | 0.00 |
| 2022 | 09/07/12 | 120922 | VOID<br>VOID-TEST PRINT | 0.00 |
| 2023 | 09/07/12 | 120922 | GOLDEN STATE WATER COMPANY<br>WATER BILLING-7/23-8/21/12<br>6633 PINE AVE-LAUNDRY/BCHA<br>WATER BILLING-7/23-8/21/12<br>6633-A PINE AVE-BCHA<br>WATER BILLING-7/23-8/21/12<br>4416 GAGE AVE-BCHA<br>WATER BILLING-7/23-8/21/12<br>6712-18 OTIS AVE-BCHA<br>WATER BILLING-7/23-8/21/12<br>4207 BELL AVE-BCHA<br>WATER BILLING-7/23-8/21/12<br>6624-I FLORA AVE-BCHA | 516.91 |
| 2024 | 09/07/12 | 120922 | SOUTHERN CALIFORNIA EDISON<br>ELECTRICAL BILLING-7/19-8/17<br>6304 KING AVE | 14.22 |
| 2025 | 09/07/12 | 120932 | THE GAS COMPANY<br>GAS BILLING-7/13-8/13/12<br>5162 FLORENCE AVE/FVMHP<br>GAS BILLING-7/13-8/13/12<br>5246 FLORENCE AVE/FVMHP | 885.37 |
| 2026 | 09/07/12 | 120932 | GOLDEN STATE WATER COMPANY<br>WATER BILLING-7/23-8/22/12<br>4874 GAGE AVE-BMHP | 192.45 |
| 2027 | 09/07/12 | 120923 | MEDINA CONSTRUCTION<br>MAINT SVCS-5107 FILMORE STREET<br>BCHA/THERMO CABLE-WATER HEATER<br>MAINT SVCS-6714 OTIS AVENUE<br>BCHA/BATHTUB WATER FAUCET<br>MAINT SVCS-6624 FLORA AVE #I<br>BCHA/SHOWER & CLOSET DOOR<br>MAINT SVCS-6624 FLORA AVE #I<br>BCHA/BATHROOM SINK FAUCET<br>MAINT SVCS-6317 PINE AVENUE<br>BCHA/WATER HEATER & STRAPS | 1,593.42 |

11Y

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 2028 | 09/07/12 | 120924 | BELL GLASS<br>FIBERGLASS/WINDOW SCREENS<br>6317 PINE AVE-BCHA | 215.55 |
| 2029 | 09/07/12 | 120924 | STANLEY PEST CONTROL CO<br>PEST CONTROL-7/18/12<br>6419 PROSPECT AVE APT #C-BCHA | 150.00 |
| 2030 | 09/07/12 | 120924 | HECTOR TORRES<br>VARIOUS REPAIRS-6716 OTIS AVE<br>VINYL/WALLBASE/QTR ROUND/FLOOR<br>PREP/CARPET/VERTICAL BLINDS | 2,100.80 |
| 2031 | 09/07/12 | 120924 | FRANK VELOZ<br>MAINT REPAIRS-6633 PINE AVE #B<br>INTERIOR PAINT JOB | 1,055.00 |
| 2032 | 09/07/12 | 120933 | MEDINA CONSTRUCTION<br>MAINT SVCS-5162 FLORENCE/FVMHP<br>UNCLOG SEWER SP#71<br>MAINT SVCS-5162 FLORENCE/FVMHP<br>SEWER PIPE/ADD CLEAN-OUT<br>SP#167/WELDED IRON FENCE<br>AROUND THE POOL<br>MAINT SVCS-4874 GAGE AVE/BMHP<br>SEAL ALL WINDOWS-CAN'T OPEN#79<br>MAINT SVCS-4874 GAGE AVE/BMHP<br>UNCLOG SEWER SP#72<br>MAINT SVCS-4874 GAGE AVE/BMHP<br>UNCLOG SEWER SP#23<br>MAINT SVCS-5162 FLORENCE/FVMHP<br>DISCT POOL HEATER/WATER FAUCET<br>APT#B/UNCLOG BATHROOM SINK<br>APT#A/UNCLOG SEWER SP#147 | 1,328.57 |
| 2033 | 09/07/12 | 120934 | FIRST CHOICE<br>MISC SUPPLIES-FVMHP<br>MISC SUPPLIES-FVMHP<br>MISC SUPPLIES-FVMHP | 98.01 |
| 2034 | 09/07/12 | 120934 | MARTHA FONSECA<br>MANAGEMENT SVCS-9/1-30/12<br>EVENINGS/WEEKENDS-FVMHP | 585.00 |
| 2035 | 09/07/12 | 120934 | G.T.CONSTRUCTION & LANDSCAPING<br>GARDENING SVCS-AUG'12 BMHP<br>GARDENING SVCS-AUG'12 FVMHP | 3,380.00 |
| 2036 | 09/07/12 | 120934 | BETSY GARCIA<br>MANAGEMENT SVCS-AUG'12<br>EVENINGS/WEEKENDS-BMHP | 585.00 |
| 2037 | 09/07/12 | 120934 | JAIME MORA LEPE<br>JANITORIAL SVCS-JUL'12 BMHP | 2,120.00 |

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| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | JANITORIAL SVCS-AUG'12 BMHP | |
| 2038 | 09/07/12 | 120934 | METERMAN SERVICES, INC<br>METER READING-JUL'12 FVMHP<br>METER READING-JUL'12 BMHP | 857.66 |
| TOTAL | 51 CHECKS | | | 51,361.56 |
| *W0000719 | 09/24/12 | 120925 | US BANK<br>2005 BCHA LEASE-DEBT SVC PYMT<br>PRINCIPAL & INTEREST | 856,303.75 |
| TOTAL | 1 WIRES | | | 856,303.75 |
| TOTAL | | | | 907,665.31 |

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# City of Bell
# Agenda Report

DATE: September 12, 2012

TO: Mayor and Members of the City Council

FROM: Nancy Fong, AICP, Consultant

APPROVED: _____
BY Doug Willmore, City Manager

SUBJECT: Consideration to Approve a Three-year Building and Safety Contract Services with Interwest Consulting group.

**RECOMMENDATION:**

Approve a three-year contract agreement with Interwest Consulting Group to provide building and safety services; and, authorize the City Manager to execute the Contract Agreement in an amount not to exceed $719,449.

**BACKGROUND:**

Before September 2010, the Building and Safety Division was a contract service from a consulting firm that provided a part time Chief Building Official, a full time Building Inspector and a full time Permit Technician. After September 2010 the previous consulting firm was relieved of the contract service. During this difficult and transition period, the 2010 Chief Administrative Officer has hired the Building Inspector and Permit Technician from this previous consulting firm to provide building and safety services. With respect to plan check services, the City used four on-call plan check providers from four separate consulting firms in a weekly rotation. As of last May, the City has one full time Permit Technician and an interim part time Building Inspector from the City Engineer's firm to provide the necessary inspections for the vacated Building Inspector position. The City does not have a Building Official.

At the May 16, 2012 regular Council meeting, staff reported to the City Council that the Building and Safety Division's operational and service delivery could be improved by having one consulting firm to provide a part time Building Official, a part time Building Inspector and plan check service. Staff believed that having one firm to provide the services will close up the communication, the efficiency and the quality control gaps of the Division, and will increase the service level to the residents and the business community. The City Council agreed with staff assessment and authorized staff to issue the Request for Proposal (RFP) for Building and Safety contract services. The City Council also appointed Council Members Danny Harber and Nestor Valencia to be on the Ad Hoc Committee for the selection of the consulting firm.

**DISCUSSION:**

On June 7, 2012, staff sent the RFP to ten (10) consulting firms via electronic mail as well as posted the RFP on City's Website. The deadline to submit the RFP was on June 25, 2012. The City received timely responses from six (6) consulting firms while the other four (4) consulting firms did not respond. Because two (2) consulting firms did not have Spanish speaking Building Inspector, which was a criteria in the RFP, staff did not include these two firms in the Ad Hoc

**AGENDA ITEM NO.**

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Committee interview process. On August 17, 2012, the Ad Hoc Committee consisting of Council Members Danny Harber and Nestor Valencia, City Manager Doug Willmore and Interim Community Development Director Nancy Fong conducted an oral interview of the four candidate firms. They were evaluated on the following factors:

1. The firm's proposal and presentation (20 points)
2. The firm's experiences, qualifications, and its proposed personnel on providing similar building and safety services to a public agency. (20 points)
3. The firm's knowledge of public agencies, particularly municipalities and show their understanding of the needs and requirements of the City. (20 points)
4. The firm's proposed management approach in meeting the needs of the City. (20 points)
5. The firm's ability in performing control such as but not limited to control costs, accurate and timely invoices, monitor and stay within the budget, monitor schedule and review the timeframes and the techniques used to complete projects within the proposed timeframes. (20 points)

The Ad Hoc Committee rated the proposals and the personnel based on the above criteria. The following Table provide a summary matrix of the ratings and the proposed hourly rates. The Ad Hoc Committee recommended that Interwest Consulting Group be awarded a contract to provide building and safety services to the City for three years with an option to extend another two years subject to City Council review and approval.

TABLE - SUMMARY OF RATINGS

| Candidate firms' names | Office Location | Rating | Hourly rates |
|---|---|---|---|
| Charles Abbott & Associates | Mission Viejo, CA | 80 | $95 Building Official<br>$75 Building Inspector<br>65% of plan check fees |
| Willdan Engineering | Industry, CA | 70 | $145 Building Official<br>$90 Building Inspector<br>75% of plan check fees |
| Interwest Consulting Group | Huntington Beach, CA | 93 | $95 Building Official<br>$75 Building Inspector<br>53% of plan check fees |
| Transtech Engineering | Walnut, CA | 81 | $125 Building Official<br>$70 Building Inspector<br>55% of plan check fees |

**FISCAL IMPACT:**

The Building and Safety contract services is typically paid for with a portion of the fees collected by the City from the building plan check fees and various permits fees. At the time of Fiscal Year 2012-13 budget preparation, staff could only provide a best estimates of $88,000 for professional services and plan check services. The cost for a part time Building Official with an hourly rate of $95 for 8 hours a week, a part time Building Inspector with an hourly rate of $75 for 15 hours a week is about $90,480, and the plan check service is about $30,000 for a total minimum contract cost of $120,480. Staff has under-budgeted the expenditure ($88,000) for the contract services. The budgeted revenue for this fiscal year is $135,000 from various permit fees and $45,000 from plan check fees with a total of $180,570. The budgeted revenue is more than enough to cover the contract services cost.

After the completion of the selection process, Interwest Consulting Group has indicated to the City that both the Building Official and Building Inspector will work full time for the first two months and the City will not be billed for this transition period. This is a significant savings to the City's budget. Further, Interwest Consulting Group proposed billing for administration and inspection based on a flat rate of 80% permit fees between the amount of $100,000 to $200,000. The flat rate will drop to 65% if the permit fees exceed above $200,000. The flat rate contract services will include a Building Official working more than 8 hours weekly and Building Inspector working more than 15 hours weekly. The flat rate for all plan check services is 53% of the plan check fees. The purpose of the proposed flat rate billing is to provide City with some cost stability. The consultant will have to work as many hours as they need to deliver the required services at the same cost of 80% or 65% of permit fees. Based on the flat rate proposed by Interwest Consulting group, that is 80% of $135,570 permit fees and 53% of $45,000 plan check fees, the base line cost of the contract services is about $160,000. This contract amount is still within the budgeted revenue. Staff believes that this would be a better "deal" for the City as long as the contract agreement stipulates that the Building Official and Building Inspector work on-site a minimum of 8 hours weekly and 15 hours weekly respectively.

However the base line cost anticipated by staff does not include any new development as in the Bandini Industrial project or other new retail development. The nature of community development is that the increase in development and permit activities will have a direct correlation to an increase in fees and contract services costs. At the writing of this staff report, the developer of the Bandini Industrial project has submitted for plan check. This development project alone has a significant increase in plan check ($207,344) and permit fees ($176,242) of approximately $386,586 for this fiscal year. The increase in contract services for plan check and inspections based on a flat rate of 53% of the plan check fees and 80% of the permit fees would be an additional $239,449 to base line cost of $160,000 for a total of $399,449 for the first year contract. The City retains the balance of the $144,137 additional fees for revenue.

Staff recommends that the contract agreement should have the base line cost of $160,000 per fiscal year for a total of $480,000 for the three-year contract. However the first year contract should have an added cost of $239,449 to the base line cost for the grand total of $719,449. Given the revenue and expenditure will change as a result of the new contract services and the additional development activities, staff will have to forward a separate budget adjustment report to City Council for review and approval of the increase in revenue and expenditure budget for Building and Safety Division.

**ATTACHMENTS:**

1. Contract Agreement
2. Proposal from Interwest Consulting group
3. Request for Proposal for Building and Safety Services

# CONTRACT SERVICES AGREEMENT

**By and Between**

**THE CITY OF BELL,**
**A MUNICIPAL CORPORATION**

**and**

**INTERWEST CONSULTING GROUP**

**AGREEMENT FOR CONTRACT SERVICES**
**BETWEEN**
**THE CITY OF BELL, CALIFORNIA**
**AND**
**INTERWEST CONSULTING GROUP**

THIS AGREEMENT FOR CONTRACT SERVICES (herein" Agreement") is made and entered into this 12TH day of September, 2012 by and between the City of Bell, a municipal corporation ("City") and Interwest Consulting Group, ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties." (The term Contractor includes professionals performing in a consulting capacity.)

## RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Section 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Section 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Bell's Municipal Code, City has authority to enter into this Agreement Services Agreement and the Chief Administrative Officer has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

## OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

### ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its



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ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be

responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Warranty.

Contractor warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand. This provision may be waived in Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

1.8 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for

each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.9 Further Responsibilities of Parties.

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

1.10 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Agreement Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Agreement Sum or $25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

## ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **$719,449.00** (the "Contract"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses if an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

## ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Agency, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forth five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section X, pertaining to indemnification and insurance, respectively.

3.5 Term of Agreement.

Unless earlier terminated in accordance with Article 8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof with an option to extend another two (2) years subject to an amendment to the contract.

## ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor (Principals) are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

| | |
|---|---|
| Tim D'Zmura, PE, CBO, AICP | Principal-in-Charge |
| (Name) | (Title) |
| Greg Griffin, PE, CBO, LEEP AP | Building Official |
| (Name) | (Title) |

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the Chief Administrative Officer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless

otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the Chief Administrative Officer, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

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

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the Agency to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Agency. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Agency. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of Agency.

## ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used,

either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of $100,000 per person and $300,000 per occurrence and property damage liability limits of $150,000 per occurrence or (ii) combined single limit liability of $1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Interim Chief Administrative Officer or other designee of the City due to unique circumstances.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Agent Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for

which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3. .

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent

permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Performance Bond.

Concurrently with execution of this Agreement, and if required in Exhibit "B", Contractor shall deliver to City performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.5 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.

## ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest.

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, revise or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City

shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear

to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of _____ ($_____) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60)

days' written notice to Agency, except that where termination is due to the fault of the Agency, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

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

## ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Agency Officers and Employees.

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

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this

Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the Agency shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

## ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the Chief Administrative Officer and to the attention of the Contract Officer, CITY OF BELL, City Hall, 6330 Pine Avenue, Bell, California 90201 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF BELL, a municipal corporation

_____

Doug Willmore, City Manager

ATTEST:

_____

Rebecca Valdez, City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

_____

David Aleshire, City Attorney

**CONTRACTOR:**

INTERWEST CONSULTING GROUP

By:_____
Name:
Title:

By:_____
Name:
Title:

Address:_____

**Two signatures are required if a corporation.**

**NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On _____, ____ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

**CAPACITY CLAIMED BY SIGNER**

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

**SIGNER IS REPRESENTING:**
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On _____, ____ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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Signature: _____

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

**CAPACITY CLAIMED BY SIGNER**

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

**SIGNER IS REPRESENTING:**
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT "A"**
**SCOPE OF SERVICES**

**I. Contractor will perform the following Services:**

A. Contractor shall provide a building official for the City subject to Community Development Director's approval. The building official shall oversee plan checking, building inspections, code compliance and acts as an official City representative on building related matters. Specific responsibilities include but are not limited to the following:

1. Quality control review of plan checks and inspections
2. Building Code updates and adoption
3. Resolution of resident inquiries and complaints
4. Building Official Administration, processing of complex Building Code issues and dispute resolution
5. Participating in the City's Architectural Review Board
6. Developing and implementing Building and Safety procedure manual
7. Monthly reporting of Building and Safety activities and annual reporting
8. Participating in pre-development review and provide comments
9. Processing of Planning Commission and City Council staff reports (as needed)
10. Attendance at Planning Commission and City Council meetings (as needed)
11. Developing, establishing or recommending City policies and procedures to maintain or improve City's Building and Safety operations.

B. Contractor shall provide a bi-lingual (Spanish speaking) building inspector for the City subject to Community Development Director's approval. Building inspector shall be available at City Hall part time and as needed at City's request to provide Building and Safety services. Specific responsibilities include but are not limited to the following:

1. Inspection services for code, accessibility, grading, building, electrical, mechanical and plumbing work, etc.
2. Handling resident inquiries and resolving complaints
3. Construction and demolition permitting process
4. Code administration, inspection and enforcement
5. Preparation of pre-sale reports
6. Maintaining records and files concerning construction permits and building code administration, documents for storage and/or imaging

C. The Contractor shall provide qualified plan check professionals on as needed basis. Plan check turn-around times are described in Section II-C of this Exhibit. The range of plan check services are:

1. Plan checking includes code, accessibility, grading, erosion control, building, electrical, and plumbing work, etc. Fire code plan review will continue to be performed by Los Angeles County Fire Department
2. Plan check monitoring, permit issuance for grading, building, electrical, mechanical and plumbing work, etc.
3. Inspection services for code, accessibility, grading, building, electrical, mechanical and plumbing work, etc.
4. Building and Safety Procedural Manual
5. Construction and demolition permitting process

D. Emergency Response. In the event of a local or regional emergency or disaster, Contractor shall be accessible, available, and prepared to provide Building and Safety services as directed by the City.

E. The Contractor shall provide the most efficient and timely customer service possible to meet the needs of the community. The Contractor will be expected to provide excellent front-line customer service to the City's patrons, responding quickly and effectively to the walk-in, telephone and electronic inquiries of the public related to Building and Safety services.

## II. Hours and turn-around time requirements:

A. Building official's minimum on-site hours shall not average less than 8 hours weekly and shall be subject to Community Development Director's approval.

B. Building inspector minimum on-site hours shall not average less than 15 hours weekly and shall be subject to Community Development Director's approval.

C. Plan check turn around time shall be as follows:

| Service –Plan Check | Timeframe for Delivery |
|---|---|
| Major plan check such as multi-family residential, commercial and other non-residential project | 10 business days |
| Subsequent & resubmitted plan checks; new single-family house; and, simple tenant improvements for non-residential buildings | 5 business days |
| Minor plan checks such as room additions of single-family house, detached structures, re-roofing, etc., | 3 business days if submitted into plan check or over the counter during a designated time period each day |
| Building inspection | The following working day if request is received before 2 p.m. |
| Grading plan check for new construction | 10 business days |

| | |
|---|---|
| Subsequent or resubmitted grading plan checks | 5 business days |
| Grading inspection | The following working day if request is received before 2 p.m. |
| **Service - Counter** | |
| Return of phone calls | Within 24 hours |
| Monthly accounting and reporting | Completed at the end of each month |

**III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City appraised of the status of performance by delivering the following status reports:**

A. Daily and Weekly log of plan checks and inspections. Weekly tracking records of plan check status and inspections.

B. Monthly Building and Safety activities reports.

**IV. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.**

**V. Contractor will utilize the following personnel to accomplish the on site Services:**

A. Greg Griffin, building official
B. Tony Elmo, building official
C. Art Valdez, building inspector
D. Building inspector additional resources as approved by the Community Development Director.
E. Off-site plan check services will be providing by other consulting staff as assigned by Contractor and approved by the Community Development Director.

**VI. Contractor covenants that it shall follow to the standard of care of the industry in the region where the services are being performed.**

**EXHIBIT "B"**
**SPECIAL REQUIREMENTS**
**(Superseding Contract Boilerplate)**

1. Section 1.7 "Warranty" is deleted in its entirety.

3. The second sentence of the first paragraph of Section 2.4 "Invoices" shall be amended as follows:

   "The invoice shall include detail charges in accordance with Exhibit C, Section II."

4. Section 3.5 "Term of Agreement" shall be replaced with the following;

   "Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until June 30, 2015, except as otherwise provided in the Schedule of Performance (Exhibit D)."

5. Section 5.4 "Performance Bond" is deleted in its entirety.

6. Section 7.7 "Liquidated Damages" is deleted in its entirety.

**EXHIBIT "C"**
**COMPENSATION**

**I. Contractor shall perform the following tasks and be compensated as follows:**

| | | |
|---|---|---|
| A. | Task A | Provide a building official |
| B. | Task B | Provide a bi-lingual building inspector |
| C. | Task C | Provide plan check services |
| D. | Task D | Provide other services as needed, including emergency services |

**Task A and Task B** – All Services in Tasks A & B will be compensated as follows:

- For the first two months after execution of this Agreement, the building official and/or deputy building official and the building inspector will work full time at the City and the City will not be billed for this transition period.
- After the two month transition period, Contractor will receive 95% of each building and safety license and permit fee received by the City that the Contractor works on, up to $100,000 per contract year of received fees.
- After the City reaching the $100,000 amount in fees, Contractor shall receive 80% of each building and safety license and permit fee received by the City that the Contractor works on, up to $200,000 per contract year in fees.
- After the City reaching the $200,000 amount in fees, Contractor shall receive 65% of each building and safety license and permit fee received by the City that the Contractor works on.

**Task C** – All Services in Task C will be compensated as follows:

- 53% of the fee received by the City for plan checks that the Contractor works on.
- 100% of the fee charged and received by the City for the expedited plan checks that the Contractor works on.

**Task D** – All Services in Task D will be compensated on an hourly basis at the following schedule of hourly rates:

| CLASSIFICATION | HOURLY RATE |
|---|---|
| Building Official | $95 |
| Supervising Plan Review Engineer | 90 |
| Plan Review Engineer | 90 |

Grading Plan Plans Review Engineer ..... 90
Senior Grading Plans Examiner ..... 85
Senior Plans Examiner ..... 85
Plans Examiner ..... 80
Permit Technician ..... 45
Clerical Support ..... 45
Supervising Inspector ..... 85
Senior Inspector/Project Manager ..... 80
Combination Inspector II ..... 75
Residential Inspector I ..... 65
Housing Inspector/Code Enforcement Officer ..... 55

**II. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:**

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate for Task D only.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

E. Summary of applicable fees collected by the City for the month being billed and calculation of amount owed to Contractor according to contract formula above.

**IV. The total compensation for the Services shall not exceed $719,449.00, as provided in Section 2.1 of this Agreement.**

## EXHIBIT "D"
## SCHEDULE OF PERFORMANCE

**I. Contractor shall perform all services timely in accordance with the following schedule:**

A. Building official to be on-site an average of not less than 8 hours weekly as approved by the Community Development Director.

B. Building inspector to be on-site an average of not less than 15 hours weekly as approved by Community Development Director.

C. Plan check turnaround time shall be per Exhibit A, Section II-C.

**II. Contractor shall deliver the following tangible work products to the City by the following dates.**

A. Daily and weekly inspections log, weekly tracking records of inspections, and monthly Building and Safety activities reports.

**III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

ORIGINAL

JUNE 25, 2012

# Proposal to Provide Building and Safety Services

**Prepared for**

## City of Bell

City Clerk
City of Bell
6330 Pine Avenue
Bell, CA 90201

**By**


**Interwest Consulting Group**

15061 Springdale Street, Suite 200
Huntington Beach, CA 92649
714.899.9039 Office
714.899.9146 Fax

**www.interwestgrp.com**

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INTERWEST CONSULTING GROUP

June 25, 2012

City Clerk
City of Bell
6330 Pine Avenue
Bell, CA 90201
Attn: Nancy Fong, AICP, Interim Community Development Director

**RE: Proposal to Provide Building and Safety Services**

Dear Ms. Fong:

Interwest provides an excellent choice for the City's building and safety services for the following reasons:

- ✓ *Proven commitment to Bell in having successfully provided plan check services since December 2010*
- ✓ *Knowledge gained in serving as the City Engineer since December 2011*
- ✓ *Specific and relevant experience gained in providing interim, as needed inspection services since April 2012*
- ✓ *Ability to provide Bell with improved coordination and efficiency in the delivery of services by having the same consultant provide both engineering and building & safety services*

We are large enough– over 100 employees - to serve all of your building & safety needs, yet small enough to ensure that we maintain focus and are responsive to the needs of Bell. We encourage you to contact our references, which include the nearby cities of Pomona and Los Angeles County, to find out more about our ability to successfully perform when called upon.

We understand the City desires to retain a qualified firm to provide Building and Safety services, including a building official, inspection, plan check and, as required, additional counter assistance. Having provided Bell with building plan check and inspection services, we are well acquainted with the unique characteristics of the City and will ensure all services are provided in a cost effective and transparent manner. We have assembled a team that is highly experienced, familiar with Bell and immediately available to assist the City. We are excited about the opportunity to continue serving the City of Bell!

Interwest provides municipal engineering, transportation planning, traffic engineering, building and safety, GIS, real property, facility management and construction management services to public agencies throughout California. Interwest Consulting Group serves public agency clients exclusively—typically in a staff augmentation and program management role. We believe our exclusive commitment to public agency clients is important since it allows us to avoid any real or perceived issues regarding conflicts of interest.

We are very aware of the challenges and requirements for municipal governments since many of our staff have held senior and executive management positions within numerous California cities. Our staff includes former Public Works

Directors, City Engineers, Capital Projects Managers, Construction Managers and Chief Building Officials. This background and experience is important since serving in the capacity of the "owner," especially local agencies, requires a high level of sensitivity towards community and special interest group issues. Accordingly, our professional staff truly understands and values the importance of maintaining a focus on representing the interests of our public agency clients in a manner which reflects positively on the cities we serve. Each of the staff members proposed for this assignment has been carefully selected based on our understanding of the needs of the City.

**Tim D'Zmura, PE, CBO, AICP** will serve as Principal-In-Charge and as the management contact to the City. Mr. D'Zmura is an authorized representative of Interwest Consulting Group and has the authority to sign all necessary agreements. **Greg Griffith, PE, CBO, LEED AP** will serve as the as-needed Building Official on the contract and provide expert technical support. **Art Valdez** will serve as the Deputy Building Official and Building Inspector. All services will be directed out of our Los Angeles with our contact information below.


**Tim D'Zmura, PE, CBO, AICP**
15061 Springdale Street, Ste 205
Huntington Beach, CA 92649
714.899.9039 Office
714.625.5840 Mobile
*tdzmura@interwestgrp.com*

**Greg Griffith, PE, CBO, LEED AP**
15061 Springdale Street, Ste 205
Huntington Beach, CA 92649
714.899.9039 Office
909.524.9985 Mobile
*ggriffith@interwestgrp.com*


Interwest Consulting Group has the staff and experience to perform the full range of services required. More importantly, we possess the experience and skills necessary to work with the existing City staff to successfully achieve established goals. We view the keys to serving the City of Bell as follows:

- ✓ *Providing all services in a **cost effective & transparent** manner*
- ✓ *Providing a **highly qualified** Building Official who is at City Hall when needed*
- ✓ *Providing an **experienced, objective, well seasoned, bilingual inspector** who possesses not only the technical know-how, but also the ability to effectively communicate and explain code requirements*
- ✓ *Working with the City to effectively **utilize the existing administrative support in a coordinated & customer friendly fashion** to improve delivery of services for the City Engineering and Planning divisions*
- ✓ *Providing a **high level of customer service** for internal and external customers*
- ✓ *Conducting **quality plan reviews that meet or exceed the required turn-around times***

We appreciate the opportunity to present our proposal for your review and consideration; it remains valid for a period of 90 days. We are available to meet with you to discuss our proposal and approach in more detail at your convenience. Please call if you have any questions or would like additional information.

Sincerely,

**Tim D'Zmura, PE, CBO, AICP**
Municipal Services Director

# B

# Summary Sheet

## FIRM INFORMATION

Interwest Consulting Group has been in business since 2002 and was founded by individuals with over 30 years experience in municipal services. We currently employ over 120 employees spanning a multitude of disciplines, roles and job placements to municipalities within building and safety and public works departments throughout California.

Our staff has held senior and executive management positions with numerous California cities and includes City Engineers, Public Works Directors, Building Officials, Traffic Engineers and other well-seasoned management personnel. This depth of experience brings a high level of experience and sensitivity towards community and special interest group issues. We value the importance of a focus that represents the interests of our public agency clients and reflects positively on the citizens they serve.

We currently serve over 70 cities, counties and state agencies. We serve the municipalities of Bell, Los Angeles County, Pomona, Wildomar, Eastvale, Lake Forest, Yorba Linda, Coachella, Irvine and Mono County, just to name a few.

Interwest Consulting Group is comprised of civil engineers, structural engineers, electrical engineers, fire protection engineers, mechanical engineers, certified plans examiners, ICC certified inspectors and other professionals specializing in providing complete plan review and inspection services to local government agencies.

Our business model is built on simple yet vital customer service principles—offer thorough, quality and timely services. We do not offer design services and as a result, we provide unbiased plan reviews and avoid conflicts of interest as could occur with firms engaging in both plan review and design services.

## PRIMARY CONTACT & OFFICE LOCATION

Services will be directed from our Los Angeles office, which serves the entire Southern California region with professional staff performing functions in all of our disciplines.

We propose **Tim D'Zmura, PE, CBO, AICP** as Principal-in-Charge. Tim brings 25 years of experience in serving a number of jurisdictions throughout southern California in the capacity of building official, public works director, city engineer and planning director. He is both a registered engineer and certified building official. **Greg Griffith, PE, CBO** brings 25 years of experience to the project and will serve as the building official. **Art Valdez**, who is also bilingual, will serve as our deputy building official and building inspector. Comprehensive resumes for proposed and available as-needed staff are included within the Appendix.


**Tim D'Zmura, PE, CBO, AICP**
15061 Springdale Street, Ste 205
Huntington Beach, CA 92649
714.899.9039 Office
714.625.5840 Mobile
*tdzmura@interwestgrp.com*

**Greg Griffith, PE, CBO, LEED AP**
15061 Springdale Street, Ste 205
Huntington Beach, CA 92649
714.899.9039 Office
909.524.9985 Mobile
*ggriffith@interwestgrp.com*

INTERWEST
CONSULTING
GROUP

www.interwestgrp.com

**EDUCATION**

BS, Civil Engineering
University of Notre Dame

MBA, Emphasis in Leadership and Managing Organizational Change, Pepperdine University

Certificate in International Business, ESC Rouen, France

Certificate in International Business, Oxford University, England

**REGISTRATIONS CERTIFICATIONS**

Professional Engineer
State of California | 35321

Professional Civil Engineer
State of California | 45607

Professional Engineer
State of Illinois | 0062-048267

Professional Engineer
State of Maryland | 20260

ICC Certified Building Official | 2356

ICC Certified Building Inspector | 60961

**PROFESSIONAL AFFILIATIONS**

International Conference of Building Officials

American Public Works Association (APWA)

Rotary International

# Tim D'Zmura, PE, CBO, AICP

**Principal-in-Charge**

Tim has served in a number of capacities in the fields of civil engineering, municipal public works, current and advanced planning and building safety administration and inspection. He has served public sector clients as in-house public works director, city engineer, planning director, assistant city engineer and building official and has served private sector clients as a project manager and design engineer.

His background also includes responsibility for leading and managing the successful delivery of a variety of municipal contract services to numerous cities throughout Southern California. He has dedicated himself to serving the client's needs in the most effective and efficient manner possible.

Tim has extensive experience in personally providing municipal contract services to communities throughout Southern California. He has personally served as Public Works Director, City Engineer, Deputy City Engineer or Associate Engineer for the following cities:

| | |
|---|---|
| Bell | 2012 – Present |
| Wildomar | 2009 – Present |
| Pomona | 2006 – 2009 |
| Los Alamitos | 2002 – 2005 |
| Yucca Valley | 2001 – 2002 |
| San Gabriel | 2001 – 2002 |
| Palos Verdes Estates | 1991 – 2 000 |
| Hidden Hills | 1990 – 2000 |
| Baldwin Park | 1990 |
| Rancho Palos Verdes | 1987 |

Additionally, he has personally served as Building Official for the following cities:

| | |
|---|---|
| Pomona | 2006 - 2009 |
| Mission Viejo | 1995 |
| Hidden Hills | 1991-2000 |
| Palos Verdes Estates | 1991-2000 |

**PROJECT SPECIFIC EXPERIENCE**

**Contract Public Works Director**
2009 – Present City of Wildomar

**Public Works Director | City Engineer**
2006 – 2009 City of Pomona

Tim served as Public Works Director/City Engineer/Building Official reporting directly to the City Manager. Charged with overall responsibility for managing and directing the engineering, public works and building safety divisions, Tim focused on ensuring the timely implementation of the City's capital improvement program and the re-structuring the building safety division. Department and budget restructuring resulted in the successful implementation of nearly $2 million in annual operational savings.

- ✓ Implementation of the City's $250 million Capital Improvement Program(CIP) and its more than 350 projects
- ✓ Establishment of a Traffic Committee
- ✓ Developed City's Marketing Partnership Program
- ✓ Implementation of the first railway Quiet Zone in Los Angeles County
- ✓ Development and securing of funding for more than $3 million of shovel ready projects for implementation under the federal stimulus program

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- ✓ Analysis, specification & bidding for $1 million contract for street sweeping and park maintenance services as an alternative to in-house services

**Contract City Engineer**
2002 – 2005 City of Los Alamitos

Serving as the City's Contract City Engineer, Tim's accomplishments and assignments have included the development of the Traffic Commission's policies and procedures, which enabled the City to effectively and efficiently resolve traffic related issues. He also developed project reports for road and intersection improvements and was successful at securing approximately $1 million in funding through the Orange County Transportation Authority's Combined Transportation Funding Program. Tim has served in a number of capacities in the fields of civil engineering, municipal public works, current and advanced planning and building safety inspection and administration. He has served public sector clients as in-house public works director, planning director, assistant city engineer and building official and has served private sector clients as a project manager and design engineer.

**Contract City Engineer**
2001 – 2002 Town of Yucca Valley

Tim served as Contract City Engineer for this San Bernardino County city and was responsible for the engineering activities including Land Development Review, Resident Engineering on Highway 62 Median Improvement Projects, all contract administration and project management on federally funded roadway improvement projects, project management and resident engineering on the California Welcome Center Project, development and review of two new roadway projects.

- ✓ Land Development Review
- ✓ Resident Engineering on Highway 62 Median Improvement Projects
- ✓ All Contract Administration and Project Management on Federally Funded Roadway Improvement Projects
- ✓ Project Management and Resident Engineering on the California Welcome Center Project
- ✓ Development and review of two new roadway projects

**Contract Public Works Director | City Engineer**
1991 – 2000 City of Palos Verdes Estates

Principal accomplishments and assignments included: Development of a Pavement Management System, drafted the Soils and Geology Review Process, provided project engineering on the Via Zurita Hairpin Turn Roadway Repair Project, management of the Preparation of the Traffic Calming Plan, Construction Contract Management, Plan Review, Capital Improvement Planning and Implementation, Guidance on Hillside Development and Grading, Roadway and Landscape Maintenance Management, and Feasibility Studies.

- ✓ Development of a Pavement Management System
- ✓ Drafted the Soils and Geology Review Process
- ✓ Provided Project Engineering on the Via Zurita Hairpin Turn Roadway Repair Project
- ✓ Management of the Preparation of the Traffic Calming Plan
- ✓ Construction Contract Management
- ✓ Plan Review
- ✓ Capital Improvement Planning and Implementation
- ✓ Guidance on Hillside Development and Grading
- ✓ Roadway and Landscape Maintenance Management
- ✓ Feasibility Studies

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**Contract Building Official**
1991 – 2000 City of Palos Verdes Estates

Tim was instrumental in the following: Development and implementation of the City's first Computer Building Permit System which provides automated tracking of all permit activity in the City. He also instrumented the City obtaining the highest rating given to a building department under the Building Code Effectiveness Grading Schedule (BCEGS), a national insurance industry rating system.

- ✓ Development and implementation of the City's first Computer Building Permit System which provides automated tracking of all permit activity in the City.
- ✓ Obtaining the highest rating given to a building department under the Building Code Effectiveness Grading Schedule (BCEGS), a national insurance industry rating system.

**Contract Building Official**
1995 City of Mission Viejo

Tim served as Interim Building Official during the transition of contract Building & Safety services from another contract service provider. He directed the implementation and overhaul of the department's policies and procedures, the implementation of a new computerized permit issuance and tracking system, hiring and training of seven new staff members, plan check procedures and coordination with the Planning Department.

## COMPARABLE CONTRACTS

| CLIENT | SCOPE OF WORK |
|---|---|
| City of Bell | Plan Review & Inspection |
| City of Big Bear Lake | Plan Review & Inspection |
| City of Coachella | Plan Review & Inspection |
| City of Costa Mesa | Plan Review |
| City of Eastvale | Building Official, Plan Review, Inspection & Permit Technician |
| City of Elk Grove | Plan Review, Inspection & Permit |
| City of Irvine | Plan Review & Inspection |
| City of Lake Forest | Building Official, Plan Review, Inspection & Permit Technician |
| City of Malibu | Plan Review |
| City of Newport Beach | Plan Review & Inspection |
| City of Pomona | Building Official, Plan Review, Inspection & Permit Technician |
| City of Paso Robles | Plan Review |
| City of Wildomar | Building Official, Plan Review,Inspection & Permit Technician |
| City of Yorba Linda | Plan Review |
| Los Angeles County | Plan Review, Inspection & Permit Technican |
| Mono County | Plan Review |

## KEY OBJECTIVES & BENEFITS

### Building and Safety Services

- ✓ **To remain unmatched in furnishing responsive and knowledgeable jurisdictional services.** *Our people are now serving or have served in all facets of municipal work by direct employment experience or as a consultant and know and understand what is needed from top to bottom.*
- ✓ **To provide timely and responsive plan review, inspection and permit technician services.** *We work with you to develop the most responsive communication of results to your clients. We have multiple communication solutions available and are flexible to the unique needs of Bell.*
- ✓ **To share our wealth of code knowledge and building industry experience.** *We have staff that has been intimately involved in the development of California codes. We share this unique knowledge by providing code-related training and instruction at industry conferences, various ICC Chapters and, most importantly, training and updates onsite to local jurisdictions.*
- ✓ **To be responsive to the staffing needs of the City.** As construction activity fluctuates and/or staff absences occur we have qualified staff available to fill those voids allowing the City to maintain seamless service to your customers.
- ✓ **To provide staff who have the appropriate experience, certifications and knowledge.** We closely evaluate the appropriate staff to provide to the City for the responsibilities needed by the City. We encourage and support staff to participate in ongoing specialized training classes related to their field.

## ADDITIONAL RESOURCE LOCATIONS

*Our convenient locations and responsive staff help you get what you want when you need it.*

### SOUTHERN CALIFORNIA

15061 Springdale Street
Suite 205
Huntington Beach, CA 92649
714.899.9039 Office

9519 Chamberlain Street
Ventura, CA 93004
805.659.0017 Office

### CENTRAL CALIFORNIA

7491 N. Remington Avenue
Suite 103
Fresno, CA 93711
559.448.9839 Office

### NORTHERN CALIFORNIA

6280 W. Las Positas Boulevard
Suite 200
Pleasanton, CA 94588
925.462.1114 Office

9300 West Stockton Boulevard
Suite 105
Elk Grove, CA 95758
916.683.3340 Office

8150 Sierra College Boulevard
Suite 100
Roseville, CA 95661
916.781.6600 Office

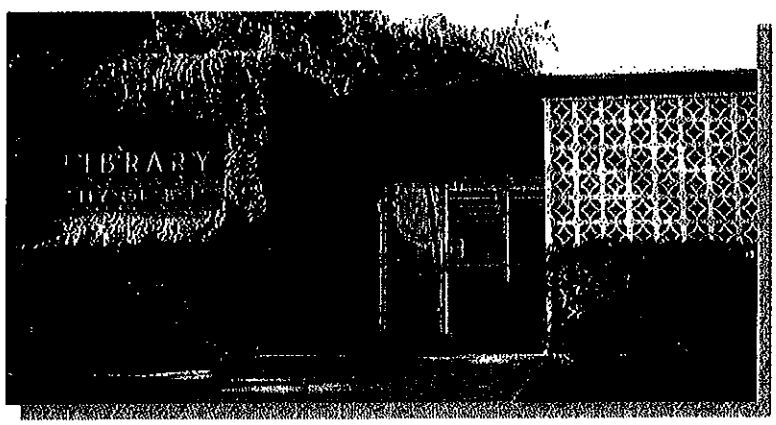
### COLORADO

1218 W. Ash Street
Suite C
Windsor, CO 80550
970.674.3300 Office

1076 Lincoln Place
Boulder, CO 80302
303.444.0524 Office

### NEVADA

4815 W. Russel Road
Suite 11K
Las Vegas, NV 89118
702.476.2200 Office



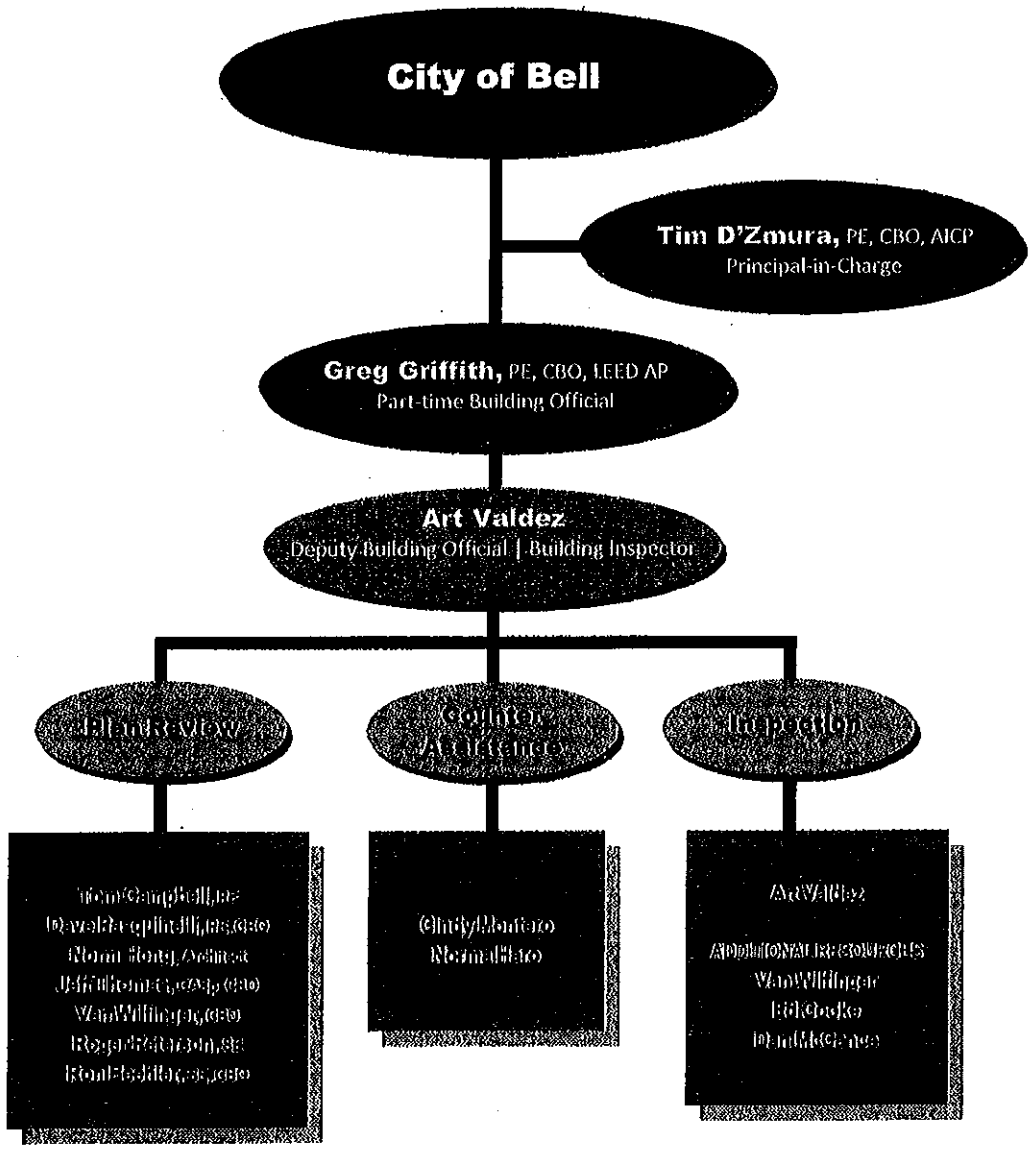
# C

# Allocation of Resources | Proposed Personnel

**PERSONNEL**

**Tim D'Zmura, PE, CBO, AICP** will serve as Principal-In-Charge and as the management contact to the City. **Greg Griffith, PE, CBO, LEED AP** will serve as the as-needed Building Official and provide expert technical support. **Art Valdez** will serve as the Deputy Building Official and Building Inspector.

We propose the follow structure and staffing candidates to continue and enhance the current level of services to the City of Bell.



## STAFF EXPERIENCE

With extensive backgrounds in providing plan review, inspection and front counter support services for a wide array of projects, our personnel are familiar with construction utilizing all types of state-of-the-art structural systems as well as the latest technology in mechanical and electrical systems. Staff project experience ranges from single-family dwellings to large multi-story buildings, including numerous California schools, colleges, and essential service buildings, commercial buildings, corporate campuses, and industrial facilities. We also offer wide-ranging experience in plan review for accessibility compliance and fire protection services.

- ✓ *We presently fully staff and manage building departments for the cities of Wildomar, Eastvale, Pomona, Lake Forest, Elk Grove and Atherton.*
- ✓ *We are very familiar with local area requirements and currently furnish plan review services to the cities of Bell, Los Angeles County, Yorba Linda, Lake Forest, Irvine, Pomona, Wildomar, Eastvale and many other southern California jurisdictions.*
- ✓ *We are skilled in assisting municipalities in Building and Safety Departments. Our body of experience encompasses successful solutions for transitioning, personnel augmentation at all levels, development of services, policies and procedures throughout all aspects of municipal government.*
- ✓ *Our people have served in all facets of municipal work by direct employment experience or as a consultant and know and understand what is needed from top to bottom.*
- ✓ *Our staff holds a wealth of code knowledge and building industry experience with some involved in the development of the 2010 California codes. We share this unique knowledge by providing code-related training and instruction to the California Building Officials conferences and training seminars, at various ICC Chapters and, most importantly, offer code information and updates onsite to jurisdictions*
- ✓ *We regularly participate in, contribute to, and hold key positions within the many associations important to the code compliance and public works industry. This experience and partnering brings a sincere commitment to municipal issues and a high level of success to virtually any project.*
- ✓ *Our technical and administrative staff is highly trained, attending seminars and code development sessions, and educational conferences to keep current on up-to-date industry methods and information.*

## RESOURCES

Interwest clearly understands the need for staffing flexibility. As workloads increase, additional Interwest staff can be placed onsite to assist and augment existing staff. As development processing is cyclical, any decrease in workload can be offset by a decrease in our presence. We will also maintain a group of professionals off-site to work on project reviews and address any immediate surges in workload that often occur in development.

In addition to the key staff assigned to this project, the following resources will be made available to the City as the workload dictates:

### Plan Review

| | |
|---|---|
| **Tom Campbell** | PLAN REVIEW |
| **Roger Peterson** | PLAN REVIEW |
| **Ron Beehler** | PLAN REVIEW |
| **Dave Pasquinelli** | PLAN REVIEW |
| **Jeff Thomas** | PLAN REVIEW \| CASP PLAN REVIEW |
| **Norm Hong** | ARCHITECURAL PLAN REVIEW |

### Inspection & Counter Assistance

| | |
|---|---|
| **Van Wilfinger** | PLAN REVIEW \| INSPECTION |
| **Ed Cooke** | INSPECTION |
| **Dan McCance** | INSPECTION |
| **Cindy Montero** | COUNTER ASSISTANCE |
| **Norma Haro** | COUNTER ASSISTANCE |

## LICENSE | CERTIFICATIONS

The following information is provided to highlight the depth of staff resources and expertise available to the City of Bell. Comprehensive resumes highlighting relevant experience and additional experience are contained within the Appendix.

## Plan Review

| NAME / DISCIPLINE | LICENSE / CERTIFICATION NUMBER |
|---|---|
| **Greg Griffith** | |
| California Registered Civil Engineer | C 61458 |
| Arizona Registered Structural Engineer | 34050 |
| **Tom Campbell** | |
| California Registered Civil Engineer | C 37948 |
| ICC Building Plans Examiner | 0107700-B3 |
| Nevada Registered Civil Engineer | 18414 |
| **Norman Hong** | |
| California Licensed Architect | C7328 |
| **Dave Pasquinelli** | |
| ICC Certified Building Official | 0840808-CB |
| California Registered Civil Engineer | C 24966 |
| Nevada Registered Civil Engineer | 16141 |
| **Jeff Thomas** | |
| ICC Accessibility Inspector/Plans Examiner | 0865165-21 |
| ICC Building Code Official | 0865165-B6 |
| ICC Building Official | 0865165-CB |
| ICC Building Inspector | 0865165-B5 |
| UBC Building Inspector | 0865165-10 |
| ICC Building Plans Examiner | 0865165-B3 |
| ICC Combination Inspector | 0865165-C8 |
| ICC Combination Inspector Uniform Codes | 0865165-50 |
| ICC Electrical Inspector | 0865165-E5 |
| ICC Mechanical Inspector | 0865165-M5 |

| | |
|---|---|
| UMC Mechanical Inspector | 0865165-44 |
| ICC Building Plans Examiner UBC | 0865165-60 |
| ICC Plumbing Inspector UPC | 0865165-34 |
| UPC Plumbing Inspector | 0865165-P5 |
| CABEC Certified Energy Plans Examiner - Nonresidential | NR01-03-325 |
| CABEC Certified Energy Plans Examiner – Residential | R01-02-123 |
| **Van Wilfinger** | |
| UPC Plumbing Inspector | 5009643-34 |
| IPC Plumbing Inspector | 5009643-P5 |
| UMC Mechanical Inspector | 5009643-44 |
| IMC Mechanical Inspector | 5009643-M5 |
| ICC Electrical Inspector | 5009643-E5 |
| UBC Building Inspector | 5009643-10 |
| IBC Building Inspector | 5009643-B5 |
| UN Combination Inspector | 5009643-50 |
| IN Combination Inspector | 5009643-C8 |
| UBC Plans Examiner | 5009643-60 |
| IBC Plan Examiner | 5009643-B3 |
| CABO Certified Building Official | 5009643-CB |
| Certified Building Code Official | 5009643-B6 |
| **Roger Peterson** | |
| California Registered Civil Engineer | C46096 |
| California Registered Structural Engineer | S3846 |
| Idaho Registered Civil/Structural Engineer | C/S8225 |
| Nevada Registered Civil/Structural Engineer | C/S18366 |
| **Ron Beehler** | |
| California Registered Civil Engineer | C46096 |
| CABO Certified Building Official | 1492 |
| California Registered Civil Engineer | C39404 |
| California Registered Structural Engineer | S3632 |
| ICC Building Inspector | 0801789-B5 |
| ICC Plans Examiner | 15090 |
| UBC Building Inspector | 0801789-10 |

## Inspection

| NAME / DISCIPLINE | LICENSE / CERTIFICATION NUMBER |
|---|---|
| **Art Valdez** | |
| ICBO / ICC Building Inspector | 8221 |
| ICBO / ICC Plumbing | 158741 |
| ICBO / ICC Combination Inspection | 0830163 |
| ICBO / ICC Electrical and Mechanical | 0830163 |
| **Van Wilfinger** | |
| UPC Plumbing Inspector | 5009643-44 |
| IPC Plumbing Inspector | 5009643-M5 |
| UMC Mechanical Inspector | 5009643-E5 |
| IMC Mechanical Inspector | 5009643-10 |
| ICC Electrical Inspector | 5009643-B5 |
| UBC Building Inspector | 5009643-50 |
| IBC Building Inspector | 5009643-C8 |
| UN Combination Inspector | 5009643-60 |
| IN Combination Inspector | 5009643-B3 |
| UBC Plans Examiner | 5009643-CB |
| IBC Plan Examiner | 5009643-B6 |
| CABO Certified Building Official | 5009643-44 |
| Certified Building Code Official | 5009643-M5 |

**Ed Cooke**

| | |
|---|---|
| Certified Building Inspector | 5050260 |
| Certified Plumbing Inspector | 5050260 |
| Certified Mechanical Inspector | 090505 |
| Certified Electrical Inspector | 5050260 |
| California OES Certified | |
| IPMO Chapter Chairman | |
| Cal/EMA Certified | SAPC62011 |

**Dan McCance**

| | |
|---|---|
| ICC Building Inspector | 5073719-B5 |
| UBC Building Inspector | 5073719-10 |
| ICC Combination Inspector | 5073719-C8 |
| ICC Combination Inspector Uniform Codes | 5073719-50 |
| ICC Electrical Inspector | 5073719-E5 |
| ICC Mechanical Inspector | 5073719-M5 |
| UMC Mechanical Inspector | 5073719-44 |
| ICC Plumbing Inspector UPC | 5073719-34 |
| IAPMO Plumbing Inspector | N90898 |
| IAPMO Mechanical Inspector | N98804 |

# D

# Scope of Services | Understanding and Approach

## UNDERSTANDING OF SCOPE OF SERVICES

We understand City's building and safety services are currently being provided through a combination of city staff and outside consultant services. In an effort to control costs during these economic times while at the same time maintaining a high level of service to the community, the City is seeking an experienced single firm to provide all building services needed to support the needs of the City.

Interwest Consulting Group has a proven track record providing Building & Safety to jurisdictions under these same conditions. Our strength is being able to provide an entire team of highly experienced staff when needed. This structure, having multiple staff members on a part-time basis, provides a high degree of flexibility and delivers the expertise to serve the needs of the public.

Interwest Consulting Group has been serving the City since 2010 performing building plan review services and has gained a solid understanding of the City and its practices and procedures. To date, we have reviewed 62 projects in the City including the Bell Galleria Remodel and Salvation Army Tenant Improvement projects. The appendix include a list of all the City of Bell projects plan checked by Interwest staff.

We are prepared to immediately start work for the City of Bell providing all Building and Safety services as outlined in the RFP. The assembled team is comprised of highly experienced, customer-service oriented professionals who successfully serve our client jurisdictions. We also have the resources to expand our services and team members should development activity increase. We will maintain the service levels needed and required by the City.

We view our role and mission is to provide the following:

- ✓ ***A team of professionals*** *with high-level experience and skills in successful management of building department services, staff with a* ***customer service focus*** *and thorough knowledge of building department policies and procedures*
- ✓ ***Coordinate, promote cooperation and partnership*** *with other City departments and outside agencies, such as LA County Health, Fire and School Districts*
- ✓ ***Public information on permit and plan check processes***
- ✓ ***Technical support*** *to the CDBG Housing Rehabilitation Program*
- ✓ ***An onsite, experienced, bilingual professional*** *empowered to assist the public on building related matters with broad experience in jurisdictional procedures and the highest commitment to customer service.*

- ✓ ***Experienced Building Official*** *to ensure all services meets the goals of the City, including reviewing and updating plan check, permit and inspection fees and issuing pre-sale reports.*
- ✓ ***Licensed Plan Review Engineers*** *and/or ICC certified Plans Examiners for thorough and timely plan reviews.*
- ✓ ***Services in a cost-effective manner*** *that remains within the City's budget constraints.*
- ✓ ***A high level of customer service*** *for internal and external customers.*
- ✓ ***Additional services as needed*** *and as requested by the City.*

## General Responsibilities

We have reviewed and are very familiar with the specific building and safety services required by the City and will comply with all requests noted in the Request for Proposal including, but not limited to the following:

- ✓ *Part-time Building Official*
- ✓ *Part-time Inspection*
- ✓ *Plan Review*

## Building Official Services

Interwest Consulting Group proposes **Greg Griffith, PE, CBO, LEED AP** as the Building Official. Greg will direct available resources toward successfully completing required tasks and ensuring that building services are fully maintained. Greg is a registered Professional Engineer as well as an ICC Certified Building Official and holds additional professional engineering registrations and certifications. Supporting Greg will be **Art Valdez** who will function as the part-time Deputy Building Official and Building Inspector.

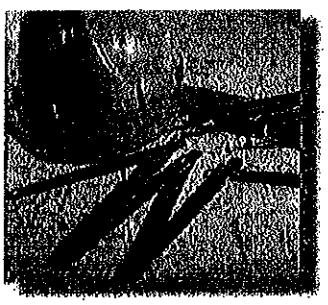
We have reviewed and are very familiar with the specific services to be performed by the building official including, but not limited to the following:

- ✓ *Provide quality control review of plan checks, inspections.*
- ✓ *Deliver building code updates and adoption.*
- ✓ *Assure resolution to resident inquires and complaints.*
- ✓ *Building Official Administration – processing of complex Building Code issues and dispute resolution.*
- ✓ *Participate in the City's Architectural Review Board*
- ✓ *Maintain the Building and Safety procedure manual*
- ✓ *Compile monthly reporting of building and safety activities and annual reporting.*
- ✓ *Participate in pre-development review and provide comments*
- ✓ *Process Planning Commission and City Council staff reports (as needed)*
- ✓ *Attend Planning Commission and City Council meeting (as needed)*
- ✓ *Serve as the City's Building Official, enforcing construction codes to ensure public health and safety.*
- ✓ *Adjust staffing levels to ensure that all established service timeframes are met.*

## Inspection Services

Interwest Consulting Group will provide ICC certified and experienced building inspectors to the City. All inspections will be conducted the following working day if requested after 2:00pm or the same days as the inspection work load allows.

We propose **Art Valdez** who will function as the part-time Deputy Building Official and Building Inspector. Art is bilingual, an ICC Certified inspector with direct experience serving as a Deputy Building Official. His ability to serve both functions for the City makes for a more streamlined approach to performing the services needed to the City.



Inspectors will perform the following:

- ✓ Inspection services for code, accessibility, grading, building, electrical, mechanical and plumbing work
- ✓ Handle resident inquiries and resolve complaints
- ✓ Follow the construction and demolition permitting process
- ✓ Provide code administration, inspection and enforcement
- ✓ Prepare pre-sale reports
- ✓ Maintain records and files concerning construction permits and building code administration, documents for storage and/or imaging

Interwest tailors inspection services to the particular needs of each client with special attention to providing competent, consistent service at all levels—at all times. We handpick our candidates and identify skill levels required to best match the City's inspection goals and philosophy.

Interwest staff has performed inspection services on a wide variety of construction projects including custom homes, large residential developments, and commercial, institutional and essential service buildings. We provide valuable experience gained through successful work with government clients throughout California. This clear understanding of the construction process enables our people to quickly identify and resolve problems both in the office and in the field.

Assigned staff will perform continuous or periodic construction inspections to verify that the work of construction is in conformance with the approved project plans as well as identifying issues of non-compliance with applicable building codes. Many of our inspector candidates can provide dual plan review and inspector services for our clients. When necessary for large or fast-track projects, multiple inspectors are available.

Staff assigned will contact the Building Official for interpretations, local ordinances, local preferences, alternate materials and exceptions/alternates to the model codes. They will report directly to the jurisdiction Building Official or other person designated for all project-related work. Items, if any, which cannot be resolved between the project inspector(s) and contractor will be forwarded to the Building Official for final resolution.

Inspection personnel assigned will be able to read, understand and interpret construction plans, truss drawings and calculations, prepare and maintain accurate records and reports, communicate effectively orally and in writing and to work effectively with contractors, the public and general staff. Inspectors will posses knowledge of approved and modern methods, materials, tools and safety used in building inspection and the most current building standards. Inspectors will be fluent in English and Spanish.

If inspection workload increases we will provide additional inspectors to ensure the responsiveness is maintained and meets the City standards.

### Integration with City Staff and Departments

As municipal consultants to many jurisdictions, Interwest staff is highly adaptive to all processes and procedures and quickly and seamlessly assimilates to your specialized requirements. All personnel are cross-trained in municipal operations to successfully bridge across departments and are accustomed to partnering, assisting, and coordinating with Planning, Public Works, Code Enforcement and other vital City staff and departments.

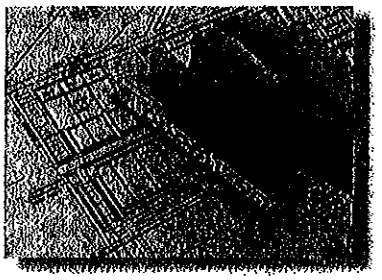
### Inspection Schedule

Interwest Consulting Group inspectors are familiar with a multitude of jurisdictional scheduling and tracking systems and can quickly adapt to City requirements. Inspectors will provide same working day inspections for all inspection requests received before 2:00pm. Emergency inspections (usually requests that pertain to a serious or urgent life/safety issue) can be provided as they are needed; nights, weekends and holidays. Many of our inspectors are also available to serve at the public counter when needed.

### Tools & Equipment

Interwest Consulting Group provides all vehicles, fuel maintenance, and other equipment necessary for inspectors to carry out duties.

## Plan Check Services



Today's fast-paced marketplace demands projects flow quickly and smoothly through the regulatory approval process. Having performed plan review services since November 2010 for the City of Bell, we fully understand and are intimately familiar with the procedures and policies of the City.

Our plan review engineers are highly credentialed and proficient in the review both small and complex projects.

We understand the scope of services to provide is as follows:

- ✓ *Plan check will include code, accessibility, grading, erosion control, building, electrical and plumbing.*
- ✓ *Plan checking will include review of residential, commercial and industrial buildings and structures for compliance with the current version of the California Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, The City of Bell Municipal Code, the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24 and all applicable Ordinances.*
- ✓ *Our staff will conduct accelerated plan review on as as-needed basis as requested.*
- ✓ *We have several staff members who are CASp certified and who will be made available as needed by the City.*
- ✓ *We will maintain records related to all plans, calculation and documents received. We will provide, in the City's approved format, a complete list of plan check comments referring to appropriate sheets, details or calculations pages and the code section of concern. Plan review lists shall bear the stamp and signature of a licensed engineer when required.*
- ✓ *A designated staff member will be available during counter hours and all phone calls will be returned the same day.*
- ✓ *Plan checkers will also be available during work hours to discuss and clarify plan check issues with designers, owners and contractors. Resolution of code issues may be by telephone, or meetings prior to resubmitting corrected plans and documents.*
- ✓ *Plan checkers will attend all required meetings as directed by the Building Official*
- ✓ *We will submit accurate and timely reporting on the activities to the City in the format approved by the City.*
- ✓ *All plans will be picked up within 24 hours upon notification and delivered back to the city* at no cost to the City.
- ✓ *Maintain a high level of customer service to the community*

### Communicating Plan Review Results

Plan reviews will consist of written comments and redlined plans (1 copy). Comments and redlined plans or approval/denial letter and 1 set of plans will be returned to the City after each review is completed.

Specifically, plan reviews, when not immediately approved, will result in lists of comments referring to specific details and drawings, and referencing applicable code sections. Interwest Consulting Group will provide a clear, concise, and thorough document (i.e., comment list) from which clients, designers, contractors, and owners can work. Comment lists are delivered to our clients and other designated recipients (e.g., designers, contractors, owners) via email, FAX, and/or reliable overland carrier. If requested, Interwest Consulting Group will transmit plan review comments and coordinate re-checks directly to the applicant as required and competed plan review documents ready for approval will be returned to the City for final approval.

### On-Site Consultant Services & Meeting Attendance

Interwest Consulting Group has a full-time staff of experienced plan reviewers, licensed architects, structural and civil engineers available to perform on-site plan review. Also, many of our inspection personnel are cross-trained and skilled in performing both front counter and inspection duties as a potential added cost-savings to the City.

In addition, staff is available for pre-construction or pre-design meetings, field visits, contacts with the design team, and support for field inspection personnel as needed. With some reasonable limitations, pre-construction and pre-design meetings associated with projects that we plan review are considered part of the plan review service.

### Code Interpretations

Code interpretations are subject to final review and approval by the Building Official or designated City representative. Interwest Contulting Group's engineers and plans examiners will provide unbiased recommendations and background information to help the Building Official make an informed decision. All plan review comments are subject to review and approval by the City.

### Transporting Plans

Interwest Consulting Group will arrange for all pick-up and delivery of plan review documents to and from the City at no cost to the City. Interwest uses varied methods of pick-up and delivery with the goal of providing same-day service.

### Electronic Plan Check Services

Interwest Consulting Group currently provides electronic permitting and plan review services for multiple jurisdictions. We have found the jurisdictions with whom we work, including their respective customers, have a wide range of needs and expectations regarding electronic plan review and permitting services. We have worked with some clients to develop electronic plan review systems utilizing several of the open market software applications and hosting sites available. Some clients, such as Salt Lake City and Clark County, Nevada – both jurisdictions with highly complicated commercial development activities - have established comprehensive electronic permit and plan review systems. In contrast, we have found jurisdictions that have primarily light commercial and residential development, simply need access to our FTP site to allow

their Applicant's to upload digital content directly to our staff. Rather a "one-size-fits-all" approach to electronic plan review via proprietary systems, we instead believe our clients are best served by a non-proprietary, commercially-available system that could be tailored to the City's specific needs.

Creating a system tailored to the needs of the individual client utilizing readily available software allows for the customization of the system to easily integrate the electronic plan review system with the needs of other departments. With the plethora of commercially available FTP sites available for electronic file hosting at nominal costs there is no longer a need for agencies to purchase or lease expensive proprietary systems. Recently, Interwest's IT staff established a comprehensive electronic permitting and plan review system for the City of Elk Grove utilizing commercially-available software that is not proprietary to Interwest or any other service provider.

Our belief is that the City should retain ownership of whatever system is put in place so that you control your service delivery options in the future and do not become too dependent on one particular service provider.

### Plan Review Tracking Method & Billing Process

Our staff has experience working with most project tracking databases utilized by building departments. Our staff will update electronic records and make project related database entries as directed by the City.

We will create and maintain a Jurisdiction File containing our research on any unique amendments or specifications required by your jurisdiction, billing arrangements, contact information and any special requests you would like us to keep in mind.

Interwest Consulting Group uses a custom-designed database to maintain and track all plans throughout the review process from the moment you request a pick-up and/or shipment to delivery of the final, approved documents. Information such as project name, City's project number, assigned plan reviewer(s), date documents were received, plan review cycle and completion date for current review can be provided. In addition to standard phone communication, custom reports can be emailed

In addition, we can provide online tracking for the City with a custom-designed web template geared to provide any reporting and information needs required.

Our staff is available during standard business hours to answer questions via phone or email regarding the actual plan review in progress. We maintain active email accounts and our staff will be responsive to any City or applicant needs. If we cannot speak directly to a caller, we will return calls no later than 24 hours.

### Customer Service

Our company emphasizes superior customer service to all of our employees. We take an out-of-the-box approach to performing our duties, always willing to meet with clients for pre-design meetings, pre-submittal meetings or as needed to resolve complex code related plan review issues in the most efficient manner possible. In addition, the staff at Interwest brings a can-do attitude to their work—always focused on efficient plan review processes and successful project outcomes.

Interwest Consulting Group's engineers, architects, plans examiners and inspectors understand the importance of providing superior customer service to applicants, contractors and designers. Our philosophy is to provide our services in a professional, courteous and collaborative manner. We encourage our staff to work as part of the project team to insure successful project outcomes.

### Special Projects

Interwest Consulting Group is able to accommodate special project plan review needs such as fast-track, multi-phased, or accelerated plan reviews. We establish project specific turn-around goals and procedures with jurisdiction staff for these types of projects based on the complexity of the projects as well as the construction schedule.

Interwest Consulting Group's staff of engineers and plans examiners will work with the City of Bell as well as with applicants and designers to resolve all plan review issues. Our staff will deal directly with applicants and their designers during the plan review process to resolve all issues. Interwest Consulting Group will furnish assigned personnel with all materials, resources and training necessary to conduct plan reviews, including a current copy of the applicable City amendments, policies, procedures and forms.

### Technical Capabilities in Plan Check Areas

With extensive backgrounds in providing plan review for a wide array of projects, Interwest Consulting Group personnel are familiar with construction utilizing various state-of-the-art structural systems as well as the latest technology in mechanical and electrical systems. Staff project experience ranges from single-family dwellings to large multi-story buildings, including numerous California schools, colleges, and essential service buildings, commercial buildings, corporate campuses, and industrial facilities. We also offer a wide-range of experience in plan review and inspection for accessibility compliance and fire protection services.

The Interwest staff members selected possess significant technical capabilities in all of the requested areas of plan review competence and are highlighted below.

### Green Building Standards

Our staff is familiar with the incorporation of CalGreen building concepts into project designs and its potential impact from the building code. In addition, staff members have participated in the development of various "green" standards for super adobe, rammed earth, and straw bale construction, to name a few. We have also reviewed "straw bale" constructed homes.

### LEED

Developed by the US Green Building Council (USGBC), LEED provides building owners and operators a framework for identifying and implementing measurable green building design, construction, operations and maintenance solutions. LEED certification consists of a number of different rating systems that apply to many building types—commercial as well as residential and measures how well a building performs across many sustainability metrics including: energy savings, water efficiency, $CO_2$ emissions reduction, improved indoor environmental quality, and stewardship of resources and sensitivity to their impacts. Whether your jurisdiction projects are new construction or renovation, energy efficient roofing, water run-off management and renewable energy are all important points to consider, Interwest Consulting Group helps make it easy.

### Fire Code Plan Review

We will coordinate Fire Plan Review with LA County Fire Department.

### T24 Energy

Our engineers and plan reviewers are up to date on all California Energy requirements as they relate to both new and remodel construction on large commercial projects to small residential additions. The Energy Efficiency Standards for Residential and Nonresidential Buildings were established in 1978 in response to a legislative mandate to reduce California's energy consumption. These standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods.

### ADA Evaluation & Compliance Review

Our engineers and architects are fully trained and familiar with ADA compliance regulations and are available for plan review and/or evaluations and consultation. We offer support to municipalities for compliance enforcement and/or developing a transition plan, and successfully partner with the disabled community to address the needs and requirements for both entities. We can assist municipal departments, government agencies and local communities to explain various issues relating to access compliance, such as access compliance obligations, transition planning, construction costs, construction phasing, code/law 'interpretation', hardship and code/law changes.

### CASp

Interwest Consulting Group has CASp certified individuals on staff knowledgeable of state and federal accessibility laws and regulations and possesses the expertise necessary to promote access to facilities for persons with disabilities. In accordance with newly-formed rules and regulations we will supply a CASp certified professional to review all plans for accessibility and will comply with regulations to provide a sufficient number of building inspectors who are CASp.

### Architectural

Interwest Consulting Group's non-structural plans examiners furnish plan review services for a vast array of projects including large commercial, institutional, industrial, retail, OSHPD 3 medical office buildings, and residential projects. Completed plan review projects range from single-story residential projects to complex high rise buildings and numerous building additions and remodels. We are experienced and familiar with the use and application of the most current additions of the following model codes:

- ✓ *California Code of Regulations, Title 24, Parts 1 through 6 and 9.*
- ✓ *International Building Code (IBC)*
- ✓ *ANSI Standards*
- ✓ *NFPA Codes & Standards*

### Structural

Our structural engineers have experience designing and reviewing projects with virtually all building materials including:

- ✓ *Wood*
- ✓ *Masonry*
- ✓ *Concrete*
- ✓ *Steel*

Our engineers have designed or reviewed a wide array of structural systems including:

- ✓ *FEMA Compliant Steel Moment Frames*
- ✓ *Buckling Restrained Braced Frames Energy Dissipation Systems*
- ✓ *Eccentric Braced Frames*
- ✓ *Concentric Braced Frames*
- ✓ *Concrete Moment Frames*
- ✓ *Wood Shearwall Systems*
- ✓ *Masonry Shearwall Systems*
- ✓ *Concrete Shearwall Systems*
- ✓ *Cantilevered Column Systems*
- ✓ *Pre-Stressed / Post-Tensioned Concrete*

Our structural engineers and inspectors are experienced with the provisions of most model codes including current versions of:

- ✓ *Title 24, Part 2, Volume 2, California Code of Regulations (CCR)*
- ✓ *International Building Code (IBC)*
- ✓ *ASCE 7-05*
- ✓ *NEHRP*
- ✓ *AISC 341 & 360*
- ✓ *ACI*
- ✓ *FEMA 350, 351 & 353*
- ✓ *ANSI/AF & PA NDS*

**Mechanical, Plumbing & Electrical**

Interwest staff is well versed in the California Mechanical, California Plumbing and the California Electrical codes.

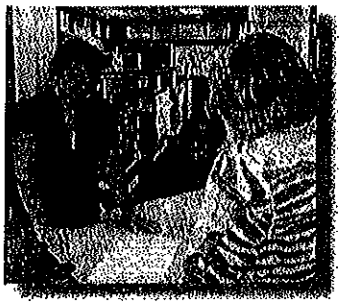
We review submitted design documents to ensure compliance with the City codes. We have made the transition to the newly-adopted codes and currently review for those codes as required. All staff is licensed and/or certified in the State of California as well as personnel who hold multiple licenses across many states. We will review submitted design documents to ensure compliance to the current edition of the following codes:

- ✓ *California Building Code*
- ✓ *California Plumbing Code*
- ✓ *California Mechanical Code*
- ✓ *California Electrical Code*
- ✓ *Jurisdiction-Adopted Amendments or Ordinances*

Other review services are provided based on current editions of local or national standards such as:

- ✓ *International Building Code*
- ✓ *International Residential Code*
- ✓ *International Mechanical Code*
- ✓ *International Plumbing Code*
- ✓ *NFPA Standards 13 (automatic fire sprinkler systems)*
- ✓ *NFPA Standards 14 (standpipes)*
- ✓ *NFPA Standards 20 (fire pumps)*
- ✓ *NFPA Standards 72 (fire alarms)*
- ✓ *NFPA Standards 99 (medical gases), etc.*
- ✓ *NFPA 101 Life Safety Code*
- ✓ *FEMA & NEHRP Requirements for Existing Buildings*

## Permit Counter Assistance



Interwest Consulting Group will furnish exceptionally qualified personnel as required for the City's front counter. All staff operates as an extension of the City's team, understands the importance of exemplary customer service, are knowledgeable on the inner-workings of building departments and are thoroughly familiar with the building application and permit process.

Existing City of Bell staff will be interviewed as a possibility to fill these positions with oversight and final approval by the City. We have welcomed the addition of many exceptional staff members through this method and use it as a best practice within our firm. Personnel selected will compliment any City personnel retained and will demonstrate the ability, background, experience, applicable certifications and demeanor to perform work in accordance with jurisdiction standards.

Our permit technicians are familiar with a multitude of jurisdictional scheduling and tracking systems and can quickly adapt to City requirements. Many of our staff are also dual-role employees and can serve as both inspection and front counter support. Personnel work collaboratively with applicants and have a "can do" attitude to help resolve issues and minimize anxiety for applicants.

Qualified candidates will be presented for City approval. Permit Technician personnel can provide the following, but are not limited to:

- ✓ *Full-Service Front Counter Support*
- ✓ *Permit Processing and Issuance*
- ✓ *Assist with Inspection and Plan Review Procedures*
- ✓ *Respond to Resident Inquiries*
- ✓ *Process Public Record Requests*
- ✓ *Update Reports to Outside Agencies*
- ✓ *Prepare Statistical Reports*
- ✓ *Maintain Records/Storage/Imaging*

## Maximum Service Delivery Timeframes

| SERVICE PLAN CHECK | TIMEFRAME FOR DELIVERY |
|---|---|
| Major plan check such as multi-family residential, commercial and other non-residential project | 10 business days |
| Subsequent & resubmitted plan checks; new single-family house; and, simple tenant improvements for non-residential buildings | 5 business days |
| Minor plan checks such as room additions of single-family house, detached structures, re-roofing | 3 Business days - *if submitted into plan check or over the counter during a designated time period each day* |
| Building Inspection | The following working day if request is received before 2pm |
| Grading plan check for new construction | 10 business days |
| Subsequent or resubmitted grading plan checks | 5 business days |
| Grading Inspection | The following working day if request is received before 2pm |
| **SERVICE - COUNTER** | |
| Return of phone calls | Within 24 hours |
| Monthly accounting and reporting | Completed at the end of each month |

## Emergency Response

In the event of a local or regional emergency or disaster, Interwest staff will be accessible, available, and prepared to provide Building and Safety services as directed by the City. Interwest has experience serving cities during and after natural disasters. Our staff is knowledgeable and will remain on-site to provide assistance to the community as directed by the City of Bell.

## Terms of Agreement

Interwest has reviewed the professional services agreement included in the RFP. We have no exceptions and understand and it is for services to be performed for three (3) years, commencing from the date of the agreement award until June 30, 2015, with the ability to extend the agreement for up to an additional two (2) years.

## City Provided Office Space and Equipment

Interwest understands the city will provide only the office space and equipment for use in performing building and safety services. Interwest will provide all the necessary tools and equipment needed to perform all services being proposed including computers, phones, vehicles and other equipment.

### PROJECT CONTROLS

The services we provide are always closely coordinated and monitored to ensure we meet or exceed the service levels desired by the City, but also stay within the financial capacity of your operating budget. We have broad experience and "hands on" knowledge of municipal budgeting, specifically related to expenditures and cost recovery associated with private development processing and permitting. We will work in close partnership with the City tailoring our services and deployment of staff to match the allocated budget.

A crucial project control involves generating timely invoices tailored to City needs. We closely track all operations at each location monitoring project timesheets, invoices, as well as project (plans) tracking via a customized database with routine oversight by the assigned manager. This critical information keeps us within budget, provides knowledge of when to staff up or down, and ensures all projects are reviewed and returned in a timely manner.

Interwest Consulting Group does not intend to utilize the services of sub-contractors in the performance of work under this contract.

## QUALITY ASSURANCE

Interwest Consulting Group prides itself on quality of service, therefore, we will commit to providing continued quality of service to the City and its citizens. We will work diligently to make as smooth and seamless of a transition as possible.

As the Deputy Building Official, Art Valdez will ensure all staff is meeting the needs of the City. All of our personnel work collaboratively with consistent communication between staff members for advice, application of specific expertise and any unique project or client knowledge. Meetings to coordinate and update all staff on current projects and phases of review are held weekly in addition to any special meetings needed to address new developments or issues. We utilize specific reporting methods for this procedure. We utilize a custom database to compile all project information as it relates to any service we perform. We also develop and maintain a jurisdiction binder/file containing all pertinent client, project and billing information accessible to project managers and assigned staff.

Our technical and administrative staff is highly trained, attending seminars and educational conferences to keep current on industry methods and information.

Our staff of engineers and plans examiners is available by phone or e-mail to answer questions pertaining to our plan reviews. We are also available to meet with applicants and designers on a face-to-face basis to resolve plan review issues. We can work directly with applicants or by the City's preferred method of contact during the plan review process to resolve all code-related issues and to provide complete and coordinated documents upon completion of the plan review process

# Previous Relevant Projects | References

With many Interwest staff having worked directly for public agencies, we understand the importance and challenges of municipal government. Below are a few samples of our relevant experience.

## City of Bell

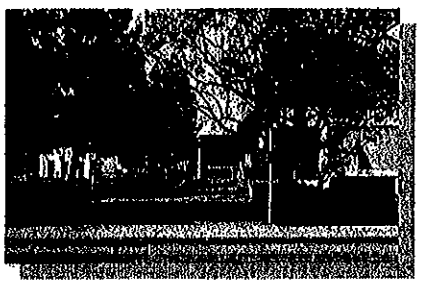
In December 2010, as Bell embarked on its renewal, the City selected Interwest Consulting Group to provide building plan check services. Interwest has reviewed a number of projects in the City, including a new commercial building, several commercial TIs and residential addition and remodel projects. The opportunity to assist Bell in its recover presented unique challenges with nearly every manager and the entire City Council departing the City in a matter of months. We worked closely with staff to maintain a high level of customer service and deliver quality plan reviews to the City. We were also selected to provide engineering services in December 2011. Our staff seamlessly integrated into the City working closely with new managers helping identify new policies and procedures that were needed, reconnecting with regional projects and preparing master plans.

**Contact:**
**Nancy Fong**
Community Development Director
323.588.6211 x296
*nfong@cityofbell.org*

We currently provide the following onsite and offsite services:

- ✓ *Building Plan Review*
- ✓ *Building Inspection*
- ✓ *City Engineering*
- ✓ *Project Management*
- ✓ *Construction Management*
- ✓ *Construction Observation*

## City of Pomona



Interwest Consulting Group began serving the City of Pomona [population 160,000] in September 2009. Traditionally a full service city, Pomona examined a number of cost saving strategies including contracting for services that had historically been provided by in-house staff. Interwest Consulting Group successfully transitioned all building and safety services from the City's in-house staff and implemented new, streamlined processes and procedures. The change resulted in a higher level of service for the city's customers at a significant cost savings to the city. We currently provide the following onsite services:

- ✓ *Building Official*
- ✓ *Plan Review*
- ✓ *Permit Technician*
- ✓ *Building Inspection*
- ✓ *Building & Safety Code Compliance Plan Review*
- ✓ *Housing Abatement Enforcement*
- ✓ *Front Counter Support*
- ✓ *Administrative Services*

**Contact:**
**Mark Lazzaretto**
Community Development Director
909.620.2090
*mlazzeretto@ci.pomona.ca.us*

## City of Yorba Linda

Interwest Consulting Group began serving the City of Yorba Linda [population 64,000] in April 2010. A city who continues to see growth we are pleased to provide Building and Safety plan review and Public Works inspection services for the City. Building Plan Review services are performed off-site by experienced, licensed engineers with a focus on delivering thorough and timely plan reviews for the development community. Our full-time onsite staff performs public works inspection services on a variety of commercial and residential development projects. Interwest currently provides:

- ✓ *Building Plan Review*
- ✓ *Public Works Inspection*

**Contact:**

BUILDING & SAFETY
**Bob Silva**
Building Official
714.961.7120
*bsilva@yorba-linda.org*

## City of Wildomar

Prior to incorporation, on July 1, 2008, Interwest Consulting Group worked on initiatives to gather essential information and data which served as the basis for confirming service area responsibilities for the City of Wildomar. We prepared fiscally prudent and conservative operating budgets and identified cost effective and innovative processes for providing Public Works, Planning, Building and Safety activities and services transitioned from the County of Riverside.

Since incorporation of the City of Wildomar on July 1, 2008, Interwest Consulting Group has created and implemented necessary systems and processes to provide the following services:

- ✓ *City Engineering*
- ✓ *Development Engineering and Entitlements*
- ✓ *Transportation Planning*
- ✓ *Traffic Engineering Services*
- ✓ *Building Department Administration*
- ✓ *Building and Safety Code Compliance*
- ✓ *Plan Review and Inspections*
- ✓ *Code Enforcement*
- ✓ *Drainage Engineering*
- ✓ *Geographic Information Systems*
- ✓ *Information Technology*
- ✓ *Real Estate Acquisitions Services*
- ✓ *Grant Writing Services*
- ✓ *Accounting Services*

**Contact:**
**Frank Oviedo**
*City Manager*
951.677.7751
folviedo@cityofwildomar.org

## City of Eastvale

Interwest Consulting Group performed a variety of services resulting in the delivery of efficient and cost effective services to the newly incorporated City of Eastvale. These services included: (1) the gathering of essential information and key data which served as the basis for confirming service area responsibilities for the City of Eastvale, (2) preparation of fiscally prudent and conservative operating budgets and, (3) identified cost effective, efficient, and innovative methods of providing Public Works, Planning, Building and Safety activities and services transitioned from the County of Riverside

**Contact:**
**Bob Van Nort**
*City Manager*
12363 Limonite Ave, Ste 910
Eastvale, CA 91752
951.361.0900
*rvannort@ci.eastvale.ca.us*

Since incorporation of the City of Eastvale on July 1, 2010, Interwest Consulting Group has created and implemented necessary systems and processes to provide the following services:

- ✓ Building Department Administration | Building Official
- ✓ Building Plan Review
- ✓ Building Inspections
- ✓ Building Permit Counter Assistance
- ✓ Program Management
- ✓ Construction Management / Observation
- ✓ Public Works Inspector
- ✓ Engineering Support Services
- ✓ NPDES – Storm Water Compliance Support Services
- ✓ City Engineering
- ✓ Grant Writing Services
- ✓ Development Engineering and Entitlements
- ✓ Transportation Planning
- ✓ Traffic Engineering Services
- ✓ Drainage Engineering
- ✓ Geographic Information Systems
- ✓ Real Estate Acquisitions Services

# F

# Proposed Cost Estimate

Our compensation schedule is provided under separate cover as required per the Request for Proposal.

# F Proposed Cost Estimate

## BUILDING & SAFETY SERVICES

Our compensation schedule is provided as required per the Request for Proposal and is crafted to accommodate the different ways the city may collect fees for services in the building and safety department. It is our understanding that for the majority of projects, the City collects a fixed fee amount for the plan review and inspection services provided. It is also our understanding that the City desires to move toward a deposit based system for larger more complex projects. The compensation schedule proposed below seeks to accommodate both systems. We look forward to the opportunity to refine the mechanics of the method of compensation, if required, to align with new or revised fee schedules the City may implement in the future.

### BUILDING OFFICIAL AND INSPECTION SERVICES (FIXED FEE PROJECTS)

We propose the following tiered fee structure:

- ✓ *95% of the jurisdiction's building and safety license and permit fees for the first $100,000 or less in building and safety revenue*
- ✓ *80% of fees between $100,000 to $200,000 in building and safety license and permit fees*
- ✓ *65% of fees over $200,000 in building and safety license and permit fees*

### PLAN REVIEW SERVICES (FIXED FEE PROJECTS)

For complete plan review services, we propose 53% of the established plan check fee. For structural only reviews, we propose 40% of the plan review fees based on your adopted City schedule. For partial reviews such as foundation only, preliminary reviews, or others, we propose to negotiate a mutually agreeable fee based on the specific project at hand, or provide services on an hourly basis using the rates listed in our General Hourly Rates schedule on the following page.

There is no charge for courier or shipping services.

For expedited or fast-track projects, we propose a fee of 150% of the above noted fees contingent upon the availability of staff to perform the plan review.

## BUILDING AND SAFETY SERVICES (DEPOSIT BASED PROJECTS)

For plan review and inspection services on projects where a deposit based fee system is used, we propose the following hourly rates:

### Schedule of Hourly Billing Rates

| CLASSIFICATION | HOURLY BILLING RATE |
|---|---|
| Building Official | $95 |
| Supervising Plan Review Engineer | 90 |
| Plan Review Engineer | 90 |
| Grading Plan Plans Review Engineer | 90 |
| Senior Grading Plans Examiner | 85 |
| Senior Plans Examiner | 85 |
| Plans Examiner | 80 |
| Permit Technician | 45 |
| Clerical Support | 45 |
| Supervising Inspector | 85 |
| Senior Inspector/Project Manager | 80 |
| Combination Inspector II | 75 |
| Residential Inspector I | 65 |
| Housing Inspector/Code Enforcement Officer | 55 |
| Overtime | 25% of Above Listed Rates |

*Rates are typically reviewed yearly on July 1 and may be subject to revision unless under specific contract obligations.*

## BILLING PROCESS

Invoices are typically generated upon the conclusion of the first review. Interwest Consulting Group will work with the City to supply the necessary billing information. Fees for services can be calculated by the hour or on a percentage basis, depending on the circumstance and the particular service you need or by specific contract requirements.

# F Appendix

- ✓ Bell Plan Review Projects
- ✓ Resumes

## BELL PLAN REVIEW PROJECTS

Interwest has served the City of Bell since 2010, performing plan review on a variety of residential, commercial and tenant improvement projects. To date, we have reviewed a total of 62 projects. A few notable projects include:

| Project Name | Date | Description |
|---|---|---|
| Salvation Army | June 2012 | Plan check services provided in June 2012 for tenant improvement project for Salvation Army Warehouse building. Project is a 36,340 square feet, single story, non-sprinklered building. Tenant improvements included the addition of multiple offices and large, multi-stall bathrooms. Plan check services are being completed by Tom Campbell. |
| Bell Galleria | 2010 & 2011 | Interwest performed complete plan check services for this new, 5,008 square foot, single-story building. This is a type V-B wood frame construction for retail. First plan check was performed in December 2010 with new revisions in January 2011. |
| Residential Improvement – Prospect Avenue | 2011 | Private residential improvement project including bedrooms and a bathroom. Interwest performed plan review services using the building code, mechanical, plumbing, electrical and energy efficiency standards. Plan check was performed by Tom Campbell. |

| 2012 | Jurisdiction No. | Description |
|---|---|---|
| | 45733 | A/C System |
| | 45745 | Interior Remodel |
| | 45787 | New FAH |
| | 45789 | Meat Market - Tenant Improvement |
| | 45836 | PVC Pipe |
| | 45844 | Channel Sign |
| | 45883 | Reinforce Structure |
| | 45884 | Reinforce Structure |
| | 45939 | Commercial TI - Salvation Army |
| | **9** | **Projects** |

| 2011 | Jurisdiction No. | Description |
|---|---|---|
| | 44966 | Sign |
| | 44962 | A/C System |
| | 44759 | TI - 2007 CODE |
| | 44988 | Garment Rail System |
| | 45002 | Channel Letter Sign |
| | 45003 | Channel Letter Sign |
| | 45005 | Fire Sprinkler |
| | 45011 | Legalize Existing Freezer |
| | 45012 | TI - Install New Cooler Freezer |
| | 45014 | New Amp Meter Installation |
| | 45021 | TI - Beauty Salon |
| | 45027 | TI - Wall Revision |
| | 45026 | A/C System |
| | 45048 | Commercial TI |
| | 45047 | Commercial TI - Upgrade Existing 200 AMP |
| | 45034 | New Gable Roof |
| | 45098 | Sign |
| | 45129 | Revision - Bell Galleria (201001534) |
| | 45193 | Revision - Commercial TI |
| | 45196 | Replace Sheet Metal |
| | 45249 | Addition |
| | 45263 | Pole Sign |
| | 45260 | Porch |
| | 45258 | Warehouse Reinforce Door open |
| | 45264 | Warehouse Reinforce Door open |
| | 45305 | Revision - Clean Sand |
| | 45337 | 240 SF Covered Porch |
| | 45343 | Repair cut Roof Rafters |
| | 45345 | Wall Sign |
| | 45399 | Commercial TI |
| | 45436 | Remodel |
| | 45488 | Fire Sprinkler TI |
| | 45541 | Patio Cover |
| | 45550 | Revision |
| | 45554 | Revision |
| | 45589 | Slab Trash Enclosure/Wall |
| | 45590 | Commercial TI |
| | **37** | **Projects** |

| 2010 | Jurisdiction No. | Description |
|---|---|---|
| | 44806 | Bridge Publication |
| | 44548 | Waterla Laundermat |
| | 44825 | TI - Office Modification 498 SQFT |
| | 44815 | Fire Sprinkler System |
| | 44912 | Replace Sign |
| | 44848 | Revision - San Juan Residence |
| | 44883 | Residential Addition |
| | 44931 | Bell Galleria - New Commercial Bldg |
| | 44930 | Cell Site Fiber Optic Upgrade |
| | 44933 | Tenant Improvement - Laundromat |
| | 44936 | Tenant Improvement - Offices |
| | 44938 | Firesprinkler System |
| | 44937 | Patio Cover |
| | 44940 | Sign |
| | 44941 | Two-Car Garage |
| | 44942 | Remodel Office |
| | **16** | **Projects** |

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EDUCATION

MBA, Business Administration
University of Phoenix | 2002

BSCE, Civil Engineering
California Polytechnic University, Pomona | 1986

REGISTRATIONS
CERTIFICATIONS

Structural Engineer
State of Arizona | 34050

Civil Engineer
State of California | 61458

Civil/Structural Engineer
State of Idaho | 10613

Structural Engineer
State of Illinois | 081-005734

Professional Engineer
State of Michigan | 47684

Professional Engineer
State of Maryland | 26989

Professional Engineer
State of Pennsylvania | PE-060319-E

Professional Engineer
State of Virginia | 0402 035940

ICC Certified Building Official | 3594

# Greg Griffith, PE, CBO, LEED AP

**Plan Review Engineer | Certified Building Official | LEED AP**

Greg brings 26 years of experience in building department administration, plan review, and structural design. Serving as a building official for jurisdictions throughout the State of California he skillfully amplifies customer service at every level—the key to exceptional building and safety service. His ongoing education and participation within key industry organizations brings a high level of code knowledge to our clients.

## PROJECT SPECIFIC EXPERIENCE

**Building Official**
2010 – Present Interwest Consulting Group

Serves as interim or building official, responsible for oversight, coordination, and quality control of all building administration for various clients. He manages all plan review, inspection, permit counter, and code abatement services. Provides client care and assistance on a variety code related issues. Performs structural plan review for a various jurisdictions.

**Director of Building & Safety**
2004 – Present Harris & Associates

Responsible for the day to day over all department administration, supervision and marketing, also conducted quality control plan reviews and staff training. Served as the interim building official for the Cites of Gilroy, Seaside, and the Deputy Building Official for the City of Marina. Duties also included travel to Harris' regional offices to meet with staff on a regular basis. Recommended goals and objectives; assisted in the development of and implement policies and procedures for City building inspection and plan checking activities. Prepared the Building Division budget; assist in budget implementation; participate in the forecast of additional funds needed for staffing, equipment, materials, and supplies; administer the approved budget. Provided information to building owners, engineers, contractors and the public on building regulations and code requirements; respond to inquiries and complaints.

**Project Manager Building & Safety**
2001 – 2004 Berryman & Henigar

Developed and managed an efficient building permit review process. Supervised employees engaged in the review of building plans for compliance with the California Building Codes and local ordinances. Maintained public relations between the firm and current contract cities. Ensured customer service relations with contractors, architects, and engineers whom are engaging in construction within contract cities. Wrote and reviewed proposals for potential contracts for jurisdictions seeking contract plan check services.

**Director of Building & Safety**
1999 – 2001 RKA Civil Engineers, Inc.

Supervised and coordinated permit review, application review and code enforcement activities for all construction and development; ensured efficient, effective, and equitable review of plans and enforcement of codes. Position required extensive contact with City officials, City Management, officials of other government agencies, department heads,

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building contractors, homeowners, and general public. Interpreted provisions of the building and related codes, laws, ordinances and statutes and confer with consulting engineers, architects, owners and contractors to resolve questions posed or arising from review of plans, specifications and engineering data. Performed field inspection of complex structures or projects for compliance with permits and applicable building codes, documents findings, and advises contractors of any discrepancies found. Served as acting Building Official in the cities of La Habra Heights, La Puente, La Verne, Desert Hot Springs, and Walnut.

**Senior Plans Examiner**
1998 – 1999 Willdan Associates

Responsible for administrative and technical work in assigning and directing activities of the plan check staff at the Orange County Office. Provided supervision and training for the technical and clerical staff. Reviewed plans highly complex in nature due to exiting schemes or structural systems that required very detailed plan review. Worked closely with architects, engineers and building officials to resolve challenging building code issues. Wrote reports and commentary to pending ordinances or legislation on local and State level.

**Plan Check Engineer**
1996 – 1998 City of Los Angeles

Examined, screened, and reviewed complex plans, specifications and engineering data for commercial, industrial, and residential structure construction, alterations, repair, demolition, moving or proposed new uses of primary and/or appurtenant structures to determine there compliance with building codes and related, laws, ordinances, statutes and industry standards. Performed engineering computations and analysis of complex plans and specifications for compliance with specialized areas of the building code.

**Regional Engineer**
1995 – 1996 International Conference of Building Officials

Responsible for reviewing plans for structural and life safety code compliance for various jurisdictions throughout the northwest United States. Developed responses to building officials requesting written interpretations to the Uniform Building Code. Wrote training lectures for I.C.B.O. seminars and lectured on various code subjects.

**Plan Check Engineer**
1986-1995 City of Los Angeles

Responsible for reviewing plans intended for permit; requiring compliance to the building and comprehensive zoning code. Lectured on retrofitting unreinforced masonry building. Worked for the following divisions within the Department of Building and Safety: Plan Check, Public Counter, Zoning, Earthquake Safety, and Research.

INTERWEST
CONSULTING
GROUP

www.interwestgrp.com

**EDUCATION**

ICC Certified Building Inspector

25 years Municipal Experience

**REGISTRATIONS CERTIFICATIONS**

ICBO / ICC Building Inspector
8221

ICBO / ICC Plumbing
158741

ICBO / ICC Combination Inspection
0830163

ICBO / ICC Electrical and Mechanical
0830163

# Joe "Art" Valdez

## ICC Certified Senior Building Inspector

Highly knowledgable ICC Certified Building Inspector with 25 years expereience and a record of successfully inspecting all phases of complex construction projects and guiding and supervising building inspection staff. Art provides our clients with a broad range of expereince in the building department primarily covering building inspection with practical knowledge serving as a permit technican, code enforcement and acting Building Official.

He is bi-lingual, a strong team player with exceptional communication skills. These talents translate to effective team work across all departments and the ability to serve the public in an successful manner. Art brings a balanced, mature and friendly approach to all aspects of the job. Accomplished in all duties, including inspection, code enforcement, plan review, multi-discipline inspections, hazmat trained, scheduling, complaint resolution and problem solving, team building, field supervision, regulatory compliance, code interpretation, and project management.

**PROJECT SPECIFIC EXPERIENCE**

**Senior Building Inspector**
Present Interwest Consulting Group

Performing residential and commerical inspection services at varous client locations.

**Superintendent**
2007 – 2009 Wasserman Construction

Performed residential and commerical inspection services.

**Senior Building Inspector | Acting Building Official**
2001 – 2007 City of Indio

Performed residential and commerical inspection services.

**Senior Building Inspector | Acting Building Official**
1982 – 1999 City of Palm Dessert

Performed residential and commerical inspection services.

**Supervisory Building Inspector**
1980 – 1982 City of Coachella

Performed residential and commerical inspection services.

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EDUCATION

BS, Civil Engineering | California State Polytechnic University | Pomona, California

REGISTRATIONS CERTIFICATIONS

Professional Engineer, State of California | 45464

ICC Certified Building Official | 0002014-CB

PROFESSIONAL AFFILIATIONS

Structural Engineers Association of Southern California

# Tom Campbell, PE

## Senior Plan Review Engineer

Tom has participated at the highest level of the building codes with 15 years in management of ICBO's Education Program. He led and directed work assignments relating to the development of technical publications based on the UBC, IBC and IRC for use in classroom training of architects, engineers, inspectors and code regulators. In addition, Tom delivered classroom instructional material to code enforcement personnel, architects, engineers and contractors, was a staff liaison and ICBO representative to one of 5 code development committees charged with developing the 2000 International Building Code. If you add in 4 years experience in the evaluation of new building materials and methods of construction, 6 years in the design, detail and plan review stages of industrial, commercial and residential structures and over 2 years instruction of fundamental building design to graduate and senior level college architectural students—you amass quite a total of experience and depth to any project.

### PROJECT SPECIFIC EXPERIENCE

**Supervising Plan Review Engineer | Project Manager**
2006 – Present Interwest Consulting Group
Engineer and lead plans examiner performing comprehensive plan review and client relations services for Southern California.

**Senior Staff Engineer**
1985/86 & 2004/06
International Code Council Evaluation Service, Inc.
Reviewed technical test reports and prepared evaluation reports on the provisions of the ICC model codes. Developed test standards for products not in compliance with ICC codes.

**Acquisition & Development Technical Engineer**
2002 – 2004 International Code Council
Recruited authors for technical publications, reviewed technical publications for ICC model code compliance, and developed technical publications.

**Education Programs Manager**
1988 – 2002 International Conference of Building Officials
Supervised and directed support and technical staff of 15, established and maintained department budget, scheduled training programs throughout the US and internationally.

**Engineer**
1980 – 1985 Fred Ashton & Associates
Performed structural design and details of industrial, commercial and residential structures, coordinated structural design with architects, supervised draftsman.

**Lecturer**
1980 – 1985 California State Polytechnic University
Developed curriculum for and instruction to graduate and senior level architectural students in various aspects of structural design.

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**EDUCATION**

BS, Civil Engineering | Santa Clara University | 1971

**REGISTRATIONS CERTIFICATIONS**

Civil Engineer
State of California| 24966

Civil Engineer
State of Nevada | 16141

Certified Building Official | Council of American Building Officials | 3327

Engineer-in-Training
State of California |30104

**PROFESSIONAL AFFILIATIONS**

Co-Chair of Peninsula and East Bay Chapter Special Inspection Committee

Chair of Northwest Special Inspection Advisory Committee | ICBO Education Committee

Officer of Peninsula Chapter 1990- 1994 | Chapter President 1993

Chair of Public Relations Committee of Peninsula Chapter | 1995 - 1998

Chair of Education Committee for Monterey Bay Chapter | 1999

Member on Chief Building Official Steering Committee for the Tri-Chapter Uniform Code Program | 1994 - 2003

Officer of Monterey Bay Chapter 2000 - 2002 | Chapter President 2001

President Monterey Bay Chapter | 2001

Member of ICBO Evaluation Services Committee | 2000 - 2002

Member of Host Committee for CALBO ABM | 2003

Member of Southern Nevada Chapter

Member of EduCode Committee | 2004 - present

Member EduCode Steering Committee | 2006 - present

Honored as Industry Person of the Year by the Southern Nevada Chapter of ICC | 2007

# David Pasquinelli, PE, CBO

## Senior Plan Review Engineer

Dave brings over 35 years of experience in municipal government, including five years as Department Director, 17 years as Building Official and 10 years as a Plan Check Engineer in several cities in California. He is a registered Civil Engineer in the States of California and Nevada and is an ICC Certified Building Official.

Dave is committed to serving the needs of the client through strong leadership and a collaborative approach. He is thorough in the delivery of all plan reviews and provides clear comments to the development community.

**PROJECT SPECIFIC EXPERIENCE**

**Senior Plan Review Engineer**
2007 – Present Interwest Consulting Group
Engineer and lead plans examiner performing comprehensive plan review and client relations services for Southern California and Nevada.

**Senior Plan Review Engineer**
2003 – 2007 Bureau Veritas

**Development and Permit Services Director**
1998 – 2003 City of Salinas
Development and Permit Services Department

**Building Official**
1986 – 1998 City of Santa
Planning and Inspection Department

**Building Plans Engineer**
1982 – 1986 City of Santa Clara
Planning and Inspection

**Building Plans Engineer**
1980 - 1982 City of San Jose
Department of Private Development

**Associate Civil Engineer**
1976 – 1980 City of San Jose
Department of Public Works, Operations Division.

**Assistant Civil Engineer/Junior Civil Engineer**
1971 -1976 City of San Jose
Department of Public Works, Architectural Engineering Division

**Engineering Trainee -**
1969 – 1971 City of San Jose
Department of Public Works, Architectural Engineering Division

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**EDUCATION**

BA, Architecture | University of California, Berkeley

**REGISTRATIONS CERTIFICATIONS**

Licensed Architect
State of California | C7328

**PROFESSIONAL AFFILIATIONS**

City of Livermore Beautification Committee | Past member

City of Livermore Design Review Committee | Past President/Member

Developed Design Guidelines for City of Livermore

City of Livermore Redevelopment Task Force | Past member

City of Livermore Downtown Design Guidelines Committee | Founding Member

# Norman Hong, Architect

## Senior Plan Review Architect

Norm has over 40 years of experience in architecture, including 15 years as a plan review architect. As a professional architect, Norm has designed a wide variety of commercial, institutional and residential projects and was very active in the design related committees and commissions in the City of Livermore. In his plan review career, he has reviewed projects for code compliance on behalf of many jurisdictions in Northern California as well as Nevada and Colorado. He is experienced in a large variety of building types and has reviewed complex building systems such as high-profile buildings in San Jose and high-rise resorts in Colorado.

**PROJECT SPECIFIC EXPERIENCE**

**Senior Plan Review Architect**
2007 - Present Interwest Consulting Group

Plan review architect performing comprehensive plan review and client relations services for a variety of jurisdictions.

**Senior Plan Review Architect**
1997 - 2007 LP2A/Bureau Veritas

Performed plans reviews for major industrial, commercial, mix-use and residential developments. Responsible for life/safety reviews for all large projects, in addition to mechanical, plumbing, electrical plan review and structural review for smaller projects.

**Principal**
1988 - 1997 Hong & Angelo

Principal and founding partner in architect and planning design firm specializing in commercial (50%), institutional (20%) and residential (30%) design.

**Architect**
1971 - 1988 Associated Professions, Inc.

Part owner and Vice President in charge of Architecture/Structure Division. Supervised all architectural personnel for the approximately 37 person firm. Responsible for all architectural services and projects in the office. Responsibilities include promotion, client coordination, design, preparation of contract drawings and specifications, obtain bids, administration of construction contracts and coordination with design consultants.

**United States Air Force, Captain, Civil Engineering Officer**
1966 - 1971 United States Air Force

At various Air Force bases performed engineering duties including planning and construction management for military facilities. Responsible for planning projects throughout the Republic of Korea for the Korean military build-up following the "Pueblo Incident". Engineering Construction Manager for construction of Dover Air Force Base military projects including 26 Lockheed C-5 Galaxy aircraft support facilities.

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**EDUCATION**

Napa Valley College | Carpentry and General Studies| 4-year Carpenter Apprenticeship

**REGISTRATIONS CERTIFICATIONS**

ICC Building Official | 0865165-CB

ICC Accessibility Inspector/ Plans Examiner | 0865165-21

ICC Building Code Official | 0865165-B6

ICC Building Inspector | 0865165-B5

UBC Building Inspector | 0865165-10

ICC Building Plans Examiner | 0865165-B3

ICC Combination Inspector | 0865165-C8

ICC Combination Inspector Uniform Codes | 0865165-50

ICC Electrical Inspector | 0865165-E5

ICC Mechanical Inspector | 0865165-M5

UMC Mechanical Inspector | 0865165-44

ICC Building Plans Examiner UBC | 0865165-60

ICC Plumbing Inspector UPC | 0865165-34

UPC Plumbing Inspector | 0865165-P5

CABEC Certified Energy Plans Examiner Nonresidential | NR01-03-325

CABEC Certified Energy Plans Examiner Residential | R01-02-123

OSHPD "A" Inspector | A-20683

Medical Gas Inspector | 12355266

CASp Certified Accessibility Specialist | 263

California General Contractor | 553915

Cal/EMA Emergency Response | SAP50974

**PROFESSIONAL AFFILIATIONS**

Vice President, ICC Coachella Valley Chapter and Chairman, Building Inspection Committee

# Jeff Thomas, CBO, CASp

## Plans Examiner

Jeff has more than 25 years of construction experience including 15 years as a supervisor. With incredible knowledge of both wood and metal frame structures and the processes in which they are built, Jeff has supervised all facets of the industry; estimating, budgeting, contracting, interpreting blueprints, purchasing and invoicing, and overseeing construction.

Jeff works effectively across-the-board with architects, engineers, developers, contractors, inspectors, city officials and clients, successfully bringing projects to completion. Jeff has been an ICC/ICBO certified building inspector since 1992 and a general contractor since 1989.

**PROJECT SPECIFIC EXPERIENCE**

**Building Official | Senior Building Inspector | Plans Examiner**
2007 – Present Interwest Consulting Group

Responsibilities include building official services, commercial and residential inspection, plans examining for contract cities in Southern California.

**Senior Building Inspector | Plans Examiner | Deputy Building Official**
2005 – 2007 Bureau Veritas

Responsibilities include commercial and residential inspection, plans examining, and Building Department Manager for the City of Laguna Niguel, CA.

**Building Inspector II**
2000 – 2005 City of Palm Desert

Responsibilities include inspection of new and remodeled construction to insure compliance of the California Building, Plumbing, Mechanical, Electrical Codes, and applicable city ordinances. Duties also included handling a variety of investigations which, in several high-profile cases, required my representing the City in Superior Court.

**General Contractor & Superintendent**
1986 – 2000 Fisher Development, Inc.

Responsible in full for on-site construction management; effectively schedule, monitor and inspect all work from start to finish. Maintain budgets, process invoices and control overhead costs. Duties also include making daily written reports and coding all phases of work for computer entry.

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EDUCATION

AA, Physical Geography | Fullerton College | 1997

U.S. Coast Guard Training Center | Yorktown, VA | 1988

Navy Fleet Training Group | San Diego, CA |1987

U.S. Coast Guard Training Center | Cape May, NJ | 1986

REGISTRATIONS CERTIFICATIONS

UBC Plans Examiner | 5009643-C8

IBC Plan Examiner | 5009643-B6

CABO Certified Building Official | 5009643-44

Certified Building Code Official | 5009643-M5

UPC Plumbing Inspector | 5009643-44

IPC Plumbing Inspector | 5009643-M5

UMC Mechanical Inspector | 5009643-E5

IMC Mechanical Inspector | 5009643-10

ICC Electrical Inspector | 5009643-B5

UBC Building Inspector | 5009643-50

IBC Building Inspector | 5009643-C8

UN Combination Inspector | 5009643-60

IN Combination Inspector | 5009643-B3

# Van Wilfinger, CBO

## IBC/UBC Senior Plans Examiner | ICC Certified Senior Inspector

Van brings more than 12 years of industry experience in the areas of plan review, field inspection, and building administration for a variety of jurisdictions in California and Nevada. He is known for his ability to efficiently and methodically review plans for a variety of projects according to all applicable building laws, ordinances, and regulations.

His certifications coupled with his extensive work experience give him added depth and knowledge on the most current building regulations, resulting in thorough and complete plan reviews for our clients. He is very active within industry associations and utilizes his on-going education to continually enhance and improve the level of service we provide to our clients.

Van is known for his ability to efficiently multi-task on projects. He is quick to assess situations and to create solutions both behind and at the front counter in addition to in-the-field inspections.

### PROJECT SPECIFIC EXPERIENCE

**Senior Plans Examiner | Senior Building Inspector | Building and Safety Manager**
2007 - Present Interwest Consulting Group
Performing non-structural and minor structural plan review for commercial and residential construction as well as inspections services for client jurisdictions. Plan review services and processing serving municipalities in Southern Nevada.

**Senior Building Inspector | Deputy Building Official**
2003 - 2006 Berryman & Henigar
Plan check, inspection, and building department administration in the cities of Tracy and Laguna Niguel in Northern and Southern California, respectively.

**Building Inspector II/ Plans Examiner**
2003 Mono County
Residential and Commercial plan check and building inspection serving communities of the eastern Sierra from Bishop to Topaz, California.

**Combination Inspector**
1999 - 2003 Charles Abbott Associates
Residential, Commercial, and Industrial building inspection serving communities of Mission Viejo and Dana Point, California, and Pahrump, Nevada.

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EDUCATION

BS, Civil Engineering
University of Wyoming | 1987

REGISTRATIONS
CERTIFICATIONS

Structural Engineer
State of California | SE3632

Structural Engineer
State of California | SE 3846

Civil Engineer
State of California | CE 46096

Civil/Structural Engineering,
State of Idaho | CE, SE 8225

PROFESSIONAL
AFFILIATIONS

Structural Engineers Association |
Northern California (SEAONC)

# Roger Peterson, SE

## Structural Engineer

With more than 23 years of experience in structural design and plan review, Roger brings considerable depth and knowledge to any project. Roger has designed and provided plan review services for multi-story steel and concrete-framed buildings, as well as one-story structures utilizing steel, concrete, timber and masonry framing systems. His design experience includes schools, commercial and industrial projects, micro-chip production facilities, power plant installations and multi-family residential projects. Roger's expertise contributes to the success and safety of all projects.

### PROJECT SPECIFIC EXPERIENCE

**Senior Structural Engineer / Plans Examiner**
2006 - Present Interwest Consulting Group
Performing structural plan review for commercial and residential construction for municipalities. Responsible for the production and performance of office including maintaining client relationships. Duties also include performing structural plan reviews for industrial, commercial and residential projects.

**Senior Structural Engineer / Plans Examiner / Branch Manager**
1999 – 2006 LP2A / Bureau Veritas
Branch manager and lead structural plan reviewer for the Sacramento Area branch office. Responsible for the production and performance of office including maintaining client relationships. Duties also included performing structural plan reviews for industrial, commercial and residential projects.

**Project Engineer**
1999 Power Engineers, Inc.
Project design engineer for industrial type project. Provided structural design and construction administration services.

**Project Engineer / Office Manager**
1998 – 1999 R2H Engineering, Inc.
Office Manager and project design engineer responsible for the structural design of commercial type projects.

**Project Engineer**
1995 - 1998 Rutherford & Chekene
Project engineer responsible for providing design and detailing for commercial and industrial type projects, including numerous projects in the micro-chip industry.

**Design Engineer / Project Engineer**
1987 - 1995 DES Engineers & Architects
Provided engineering design and detailing for commercial, institutional, corporate and residential building projects using wood, steel, concrete and masonry building materials.

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GROUP

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# Ron Beehler, PE, CBO

**Supervising Structural Engineer | Certified Building Official**

Ron has over 25 years experience performing life safety, accessibility and structural plan reviews for commercial and healthcare facilities in California. His background includes the position of Chief Building Official with the City of Sacramento directing a staff of 120 engineers, plan reviewers and building inspectors during which the Building Division issued over 18,000 permits annually for construction with valuation in excess of one billion dollars. Additional work experience includes his move up from Senior Structural Engineer to Regional Compliance Officer with the Office of Statewide Health Planning and Development (OSHPD) where he was responsible for structural plan review of hospital projects and responsible for hospital and health care facility construction oversight in the Los Angeles and San Diego areas. Prior to joining OSHPD he was Chief of Engineering Design and Construction for the California National Guard.

Ron is dedicated to maintaining his structural skills and knowledge of California building codes, laws and regulations related to the structural design of building structures. He attends structural symposiums, lectures, and training classes on a regular basis to ensure up-to-date knowledge of state-of-the-art design practices.

## PROJECT SPECIFIC EXPERIENCE

**Building & Safety Services Manager**
2006 – Present Interwest Consulting Group
Structural engineer and lead project manager performing comprehensive plan review and client relations services for Northern California.

**Chief Building Official**
2003 – 2006 City of Sacramento
Planned, directed and managed activities for a large department with oversight responsibilities for construction inspections and plan review with valuation exceeding $1 billion annually. Planned, organized, administered and evaluated staff work. Report writing and presentations to community groups and professional organizations, planned and administered $13.6 million budget.

**Supervising Engineer | Building Inspection Division**
2002 – 2003 City of Sacramento
Supervised plan review, managing plan intake and public counter functions for 2 regional permit centers, trained and mentored staff, met with architects and engineers to resolve building code related issues, coordinated plan review for high profile projects, worked with field inspection supervisors and inspectors.

**Regional Compliance Officer | Senior Structural Engineer**
1998 – 2002 CA State Office of Statewide Health Planning & Development
Supervised regional hospital in spection program coordinating field inspection staff and approval of special inspection issues. Resolved complicated code related inspection issues, reviewed plans, specifications and structural calculations for healthcare facilities. Consulted with architects, engineers to resolve complex code interpretation issued.

## EDUCATION

Graduate coursework in Structural and Geo-Technical Engineering | California State University Sacramento

BS, Civil Engineering | California State University, Chico

AA, Physical Science | Butte College, Oroville, CA

## REGISTRATIONS CERTIFICATIONS

Structural Engineer
State of California | SE3632

Professional Civil Engineer
State of California | CE39404

CABO Building Official

ICC/ICBO Plans Examiner

ICC/ICBO Building Inspector

California Licensed General and Electrical Contractor

National Earthquake Hazard Reduction Program Training

California Construction Law Training

Construction Claim Mitigation Training

Leadership Training

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Researched and investigated structural adequacy of building materials and manufactured products. Verified proper loads, forces and materials for the design of buildings and equipment anchorage.

**Engineering Supervisor**
1991 – 1998 California National Guard
Supervised and planned work for engineering design and project inspection staff, developed scope and budgets for projects, directed preparation of plans from preliminary design through working drawings, coordinated and approved project specifications and cost estimates, negotiated and approved project changes, coordinated inspection activities, resolved inspection disputes, represented National Guard/Military Department at public meetings, conducted plan review for projects designed by consultants, presented design concepts and final designs.

**Associate Structural Engineer**
1987 – 1991 CA State Office of Statewide Health Planning & Development
Reviewed construction plans and specifications for new hospitals and skilled nursing facilities for California Building Code and UBC requirements, met with architects and engineers to resolve plan review issues, reviewed field changes, investigated and resolved construction conflicts and other administrative duties.

**Associate Engineer/Architect**
1983 – 1987 Sacramento County Building Dept/Plan Review Division
Reviewed construction plans and specifications, and structural calculations for building code compliance, reviewed plans for residential, multi-residential, commercial and industrial structures. Met with designers to resolve code issues related to commercial and residential structures.

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EDUCATION

Riverside Community College | 2008
Construction Technology

Associated Technical College | 1988

Organizational Leadership &
Development Certificate | 2009

City of Corona | Leadership Academy | 2010

Rockhurst University, Kansas | 2004
Conflict Resolution Management

REGISTRATIONS
CERTIFICATIONS

Certified Building Inspector
| 5050260-B5

Certified Plumbing Inspector
| 5050260-P5

Certified Mechanical Inspector
| 505090-M5

Certified Electrical Inspector
| 5050260-E5

California OES Certified

IPMO Chapter Chairman

Cal/EMA Certified
| SAPC62011

# Edward Cooke

## IAMPO/ICC Certified Building Inspector

Ed is an IAMPO/ICC Certified Inspector with a wealth of knowledge and 11 years of progressive expereience serving municipalities in the Southern California region. In addition, his background includes experience in plan check, staff training, and supervision. Ed has also worked in the field as a construction superintendent, which provides him with a working knowledge of construction practices as well as drawing interpretation.

Ed holds several industry certifications and is dedicated to maintaining his knowledge of building codes and the construction industry by attending various training seminars and workshops. He brings hands-on experience with a proven record of maintaining a high standard of quality and productivity ensuring successful project completion.

Ed makes a difference by developing solid partnerships with staff, developers, and the public to achieve the goals of our clients. He maintains a productive environment by conducting thorough inspections and delivering a high level of customer service in a professional manner.

### PROJECT SPECIFIC EXPERIENCE

**ICC Certified Senior Inspector**
2010 - Present Interwest Consulting Group

Inspections of residential and commercial projects of all sizes including plan review as it pertains to each permit. Enforce all applicable state codes and city ordinances for each discipline as directed by plans. Supervise schedules and workloads for inspection and permit staff. Perform plan check for code compliance. Correspondence with the public and city staff on issues or tasks needed to fulfill department duties. Provide continuing education for staff, public, contractors, engineers, and architects as needed to provide guidance within code parameters.

**Building Inspector II**
2002 - 2010 City of Corona

Inspections for all phases of residential and commercial projects. Plan check, permit issuance, front counter and corresponding, customer service, planning and public works assistance pertaining to building permits, investigative processes for code enforcement of municipal codes and practices, trained staff and public on building codes, updates, and general information for successful project completion.

**Building Inspector I**
2000 - 2002 SFA & Associates

Provided entry-level inspections under general supervision for residential and commercial permits. Enforced all state and city codes for compliance with approved plans.

**Superintendent of Custom Homes Division**
1997 – 2 000 Executive Plumbing, Heating & Air

Plumbing installation for new structures including homes, tilt up buildings, and new tract model projects. Scope of work began with project approval, plan drawings, product purchase, installation, completion of product, and customer service as needed. Coordinated with employees to complete projects as scope and contracts stipulated.

INTERWEST
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GROUP

www.interwestgrp.com

# Daniel L. McCance

## ICC Certified Building Inspector

Daniel is an ICC Certified Building Inspector and possesses over 10 years of experience in providing building inspection services to various jurisdictions in the Southern and Northern California regions.

Daniel holds a vast number of ICC certifications and has a thorough understanding of the principles and procedures of record keeping and report preparation. He brings a wealth of hands-on and diverse knowledge in building inspections for both residential and commercial arenas.

Daniel makes a difference by developing solid partnerships with staff, developers, and the public to achieve the goals of the clients. He maintains a productive environment by providing thorough inspections, maintains excellent communication and delivers a high level of customer service in a professional manner at all times.

### EDUCATION

Riverside City College, Riverside, CA | Construction Technology

### REGISTRATIONS CERTIFICATIONS

ICC Building Inspector | 5073719-B5

UBC Building Inspector | 5073719-10

ICC Combination Inspector | 5073719-C8

ICC Combination Inspector Uniform Codes | 5073719-50

ICC Electrical Inspector | 5073719-E5

ICC Mechanical Inspector | 5073719-M5

UMC Mechanical Inspector | 5073719-44

ICC Plumbing Inspector UPC | 5073719-34

IAPMO Plumbing Inspector | N90898

IAPMO Mechanical Inspector | N98804

### PROJECT SPECIFIC EXPERIENCE

**Building Inspector**
2007 – Present Interwest Consulting Group

Perform inspection services of all phases of residential, industrial, commercial building, and accessibility inspection at varous client locations. Clients include but are not limited to the cities of Pomona, Big Bear Lake, Perris, and San Jose.

**Building Inspector**
2002 - 2007 Willdan

Performed Building Inspection services to various clients. Provided inspection for a variety of commercial projects, multi-unit tract homes, large custom homes, and tenant improvements.

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# Cindy Montero

## Permit Technician

Cindy brings over 12 years of direct experience as a Permit Technician in the Southern California region. Cindy's in depth knowledge of the permit and construction process translates to providing vital assistance to architects, developers, and the public on both commercial and residential projects. Cindy's notable ability to assist the customer is evident through her positive attitude, excellent communication skills and her in depth understanding of the permit process. She methodically works through a variety of tasks with precision and resourcefulness. From streamlining processes to permit tracking and documentation, Cindy's organized approach yields functional solutions.

Cindy has conducted extensive research related to the City's Permit Fee Structure as well as produced Fee Resolution Updates when needed. She also creates informational handouts providing valuable information on the permit process. She is very proficient with the permit software program, Speedweb.

Cindy's background as a Permit Technician working directly for a public agency provides her with a keen sense of what is needed and allows her to provide assistance quickly and efficiently to customers. Currently, she is serving the City of Pomona.

### PROJECT SPECIFIC EXPERIENCE

**Permit Technician**
2009 – Present Interwest Consulting Group

Currently serving the City of Pomona, Cindy's primary responsibilities include providing customer assistance related to issuances of permits; reviews, plan check and processing of residential and commercial construction documents and applications received; routing plans, providing estimates for both permit and plan check fees, new development review requirements, simple room additions, assistance in permit reviews, refunds, bonds, grading and paving.

She develops informational handouts that are helpful to the City's customers. She effectively answers inquiries and handles complaints in a professional and timely manner. Maintains accurate records, databases, and communication from application through final permit issuance. Processes and provides monthly building reports to public and governmental agencies. She is proficient in the use of Speedweb permit software.

She also coordinates the administrative staff to facilitate a positive productive working environment and maintains clear communication between city departments, contractors and property owners. Completes preliminary review of plans and applications; ensures conformance with State and local codes, ordinances and regulations governing construction.

**Permit Technician**
1997 - 2010 City of Pomona

Cindy worked directly for the City of Pomona serving as their Permit Technician for 11 years and their receptionist for two. She performed most of the above duties outlined above.

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# Norma Haro

**Permit Technician**

Norma has over 7 years of comprehensive experience Building arena as a Permit Technician. She is customer-oriented, independent, and proactive in delivering skilled, professional services to the public as well as collaborative assistance in all facets of jurisdictional requirements. Norma responds to both external and internal clients with a friendly professional approach.

She specializes in being able to quickly and successfully adjust to changes in tasks and processes and is very organized in her responsibilities. Her interaction with co-workers at all levels in a jurisdiction is done in a collaborative and professional manner.

Norma especially takes to heart performing all her duties within the context of the City's Mission Statement and Organizational Values. She takes ownership applying great energy and pride in her work and is an asset to our clients.

## PROJECT SPECIFIC EXPERIENCE

**Admin Clerk & Permit Technician – Building Department**
2004 – Present Interwest Consulting Group

Norma worked directly for the City of Pomona as their Admin Clerk/Permit Technician for 7 years and recently transitioned as a contract employee still providing great service to the City of Pomona. She provides quality customer service to the public in person, over the telephone and via email; processes building permits and applications; responds in a professional manner to inquiries regarding building and plan review, permitting process, and common code issues; and resolves problems or complaints in a timely manner.

Norma also has an excellent working knowledge regarding permit procedures, policies, and functions; building and construction valuation based on established standards; and City, state, and federal regulations pertaining to building and construction. She serves as an excellent resource to customers, directing them to various sources of information including other City departments or outside agencies; notify customers when plans or permits are ready for pick-up or issuance; and provide status updates as required. She is proficient and maintaining accurate records and plan check files and generating the necessary reports.

She also updates contractor licenses and workers' compensation insurance records, performs routine plan checks for compliance with established standards and assists others involved in related activities.

# CITY OF BELL REQUEST FOR PROPOSAL BUILDING AND SAFETY SERVICES

| | |
|---|---|
| SUBMITTAL: | One (1) original and five (5) copies must be received on or before **Monday, June 25, 2012 by 4:00 pm** |
| ADDRESSED TO: | City Clerk |
| ADDRESS: | City Hall, City of Bell, 6330 Pine Avenue, Bell, CA 90201 |
| MARK ENVELOPES: | RFP for Building and Safety Services – Do not Open |
| INQUIRIES: | Direct questions for clarification of this Request for Proposal (RFP) document to Nancy Fong, AICP, Interim Community Development Director:<br>nfong@cityofbell.org<br>323-588-6211 |

PROPOSAL RECEIVED AFTER THE TIME AND DATE STATED ABOVE SHALL BE DEEMED NONRESPONSIVE AND RETURNED UNOPENED TO THE PROPOSER.

**City of Bell**
**Founded in 1927. Renewed in 2011.**

I. PURPOSE

The City of Bell (City) is requesting proposals from qualified consulting firms that have the experiences and support capabilities to provide municipal building and safety services to manage and operate the Building and Safety Division under the Community Development Department.

II. THE CITY

The City of Bell, founded in 1927 and renewed in 2011, is a community of over 35,400 residents within 2.8 square miles. Bell is located on the west bank of the Los Angeles River and is a suburb of the City of Los Angeles. Bell, a charter city since 2000 and has a Council/Manager form of government.

The City is built out with 9,217 residential units. The existing housing stock is aging and the opportunities for renovations and additions of existing housing units or demolishing existing housing units and rebuilding new housing units will continue to increase. Commercial corridors are Atlantic Boulevard, Gage Avenue, and Florence Avenue. These commercial corridors may have opportunities ranging from tenant improvements, updating of existing commercial centers to the demolishing and redeveloping the commercial sites. The northeast area of the City is the existing industrial zone that has opportunities for tenant improvements for existing industrial complexes and new development for over 50 acres of available land.

III. THE CITY'S BUILDING AND SAFETY DIVISION

Building and Safety safeguards life, property and ensures public safety by applying current City and State building codes standards, including standards for disabled access energy conservation, seismic, structural, grading, historic building preservation, etc., to the private and public properties.

Before September 2010, the Building and Safety Division was a contract service that provided a part time Chief Building Official and two full time staff, specifically a Building Inspector and a Permit Technician. Currently, the City does not have a Building Official and has one interim part time Building Inspector working 8 to 10 hours a week. The plan

check services and the related construction inspections are being provided by four (4) on-call consultants, whose services are rotated weekly.

The City desires to retain a qualified consulting firm that will provide a part time Building Official between 5 to 8 hours a week and a part time Building Inspector between 8 to 10 hours a week for the day-to-day activities and functions of the Building and Safety Division. In addition, the qualified consulting firm will provide plan check services for the City.

## IV. SCOPE OF WORK AND SERVICES

### A. General Responsibilities

Under the direction of the Community Development Director, the selected firm would assume the responsibility for the operation of the Building and Safety Division and would provide the range of expertise necessary to carry out the normal and day-to-day activities and functions of the Division. This includes, but is not limited to providing professional services in all of the following areas: Building Official services, development review of new projects, counter assistance, plan checking, building inspection services, and building code compliance. It is the City's intent to select one (1) firm to provide the requested services.

The City of Bell is committed to providing the most efficient and timely customer service possible to meet the needs of the community. The selected firm will be expected to provide excellent front-line customer service to the City's patrons, responding quickly and effectively to the walk-in, telephone and electronic inquiries of the public related to Building and Safety services. The selected firm may also be required to develop, establish or recommend City policies and procedures to maintain or improve City's Building and Safety operations. The selected firm will be expected to work closely with all City departments and ensure the appropriate requirements of those departments are incorporated in the Building and Safety Division's operating standards and processes.

### B. Building Official Services

The selected firm shall provide a highly qualified individual to serve as the City's Building Official. The Building Official shall oversee plan checking, building inspections, code compliance and acts as an official City representative on building related matters. Specific responsibilities include but are not limited to the following:

1. Quality control review of plan checks and inspections
2. Building Code updates and adoption
3. Resolution of resident inquiries and complaints
4. Building Official Administration, processing of complex Building Code issues and dispute resolution
5. Participate in the City's Architectural Review Board
6. Building and Safety procedure manual
7. Monthly reporting of Building and Safety activities and annual reporting
8. Participate in pre-development review and provide comments
9. Processing of Planning Commission and City Council staff reports(as needed)
10. Attendance at Planning Commission and City Council meetings (as needed)

The ideal proposal would include a Chief Building Official (CABO) who is available to be at the City part-time and as needed, has Building Official experiences, is customer-service oriented, and has experiences with managing multiple tasks, assignments and responsibilities. The Building Official shall also be available on an as needed basis for questions and quality control of work during the time he/she is not at City Hall.

C. Inspection Services

Provide a Building Inspector, acceptable to Community Development Director, who is available at City Hall part time and as needed to provide Building and Safety services. Specific responsibilities include but are not limited to the following:

1. Inspection services for code, accessibility, grading, building, electrical, mechanical and plumbing work, etc
2. Handle resident inquiries and resolve complaints
3. Construction and demolition permitting process
4. Code administration, inspection and enforcement
5. Prepare pre-sale reports
6. Maintain records and files concerning construction permits and building code administration, documents for storage and/or imaging

The ideal proposal would include a Building Inspector (ICBO) who is available to be at the City part-time and as needed, has inspection experiences, is customer-service oriented, and has experiences with managing multiple tasks, assignments and responsibilities. The selected firm shall ensure that the assigned part time staff including field personnel is bi-lingual.

D. Provide Plan Check Services

The selected firm shall provide qualified plan check professionals on as needed basis. The selected firm shall provide such personnel based on the volume of work and the City's expected plan check turn-around times as described in Section E below.

1. Plan checking includes code, accessibility, grading, erosion control, building, electrical, and plumbing work, etc. Fire code plan review will continue to be performed by Los Angeles County Fire Department
2. Plan check monitoring, permit issuance for grading, building, electrical, mechanical and plumbing work, etc.
3. Inspection services for code, accessibility, grading, building, electrical, mechanical and plumbing work, etc
4. Building and Safety Procedural Manual
5. Construction and demolition permitting process

The ideal proposal would include highly qualified plan check professionals that are committed to providing the most efficient, accurate and timely plan check services possible to meet the needs of the City, has previous City experiences, is customer-service oriented, and has experiences with successfully managing multiple tasks, assignments and responsibilities.

E. Maximum Service Delivery Timeframes

The City has established the "Maximum Timeframes" for the delivery of Building and Safety Services. The selected firm shall provide adequate personnel, based on the level of development activity within the activity at any given time, to ensure that the following timeframes are met.

| Service - Plan Check | Timeframe for Delivery |
|---|---|
| Major plan check such as multi-family residential, commercial and other non-residential project | 10 business days |
| Subsequent & resubmitted plan checks; new single-family house; and, simple tenant improvements for non-residential buildings | 5 business days |
| Minor plan checks such as room | 3 business days if submitted into plan check |

| | |
|---|---|
| additions of single-family house, detached structures, re-roofing, etc., | or over the counter during a designated time period each day |
| Building inspection | The following working day if request is received before 2 p.m. |
| Grading plan check for new construction | 10 business days |
| Subsequent or resubmitted grading plan checks | 5 business days |
| Grading inspection | The following working day if request is received before 2 p.m. |
| **Service - Counter** | |
| Return of phone calls | Within 24 hours |
| Monthly accounting and reporting | Completed at the end of each month |

The selected firm shall be responsible to ensure that all other Building and Safety duties and follow-up not specifically mentioned in the table above are performed in a timely and responsive manner. The selected firm shall be responsible to ensure all personnel assigned to the City have sufficient on-going training to perform their assigned duties.

F. Emergency Response

In the event of a local or regional emergency or disaster, all on-site personnel provided by the selected firm shall be accessible, available, and prepared to provide Building and Safety services as directed by the City.

G. Terms of Agreement

The agreement for services shall be for the term of three (3) years, commencing from the date of the agreement award until June 30, 2015, subject to certain conditions, with the ability to extend the agreement for up to an additional two years. A sample of the professional services contract agreement is attached for review.

H. City Provided Office Space and Equipment

The city will provide only the office space and equipment for use in performing building and safety services. The selected firm will have to provide their computers, vehicles, and other equipment to perform their tasks.

1. Use of office space
2. Use of land lines phones
3. Copiers
4. Use of office furniture

V. PROPOSAL FORMAT AND INSTRUCTIONS

In order to maintain uniformity with all proposals submitted, it is requested that the consultant's proposal include the following minimum information:

A. Cover letter

The cover letter should include an executive summary and state why your firm believes itself to be the best qualified to perform the service requested

B. Summary Sheet

1. Provide name, title, experience and qualifications of the personnel who will be assigned to the project
2. Provide the resume of the management contact with the City

C. Allocation of Resources

Provide a clear conceptual plan for services to the City that you believe are appropriate for the City. Indicate features, skills and/or services, which distinguish your firm and make it the better choice for the City. Indicate how the resources of your firm (e.g. number and type of personnel allocated by hours) will be allocated for this project. Submittal of a project schedule is required as part of the allocation of resources. Provide the experiences of proposed personnel and resumes of personnel to be used.

D. Scope of Services

Proposals must address all items set forth in the "Scope of Services" section of the RFP. The items must be addressed in the order in which they appear in the "Scope of Services" section.

E. Previous relevant projects and references

List similar services performed for all similar organizations and entities in the last five years and when performed. Show names of organizations, names and telephone numbers of persons who can be contacted with regard to the services you have provided.

F. Proposed Cost Estimate

Provide an itemized cost estimate for the complete scope of work and services described above.

VI. PROPOSAL EVALUATION AND SELECTION

The following selection criteria will be used in evaluating the proposal and in selecting the successfully consulting firm.

A. Proposed Personnel

Describe the experience and qualifications of the firm and its proposed personnel on providing similar building and safety services to a public agency. Describe the availability of the proposed personnel and overall firm capabilities to meet the additional needs of the City.

B. Project Understanding and Approach

Demonstrate the firm's knowledge of public agencies, particularly municipalities and show your understanding of the needs and requirements of the City. Describe the proposed approach and the services that the firm is capable of providing; and, describe how the firm's approach meets the needs of the City.

C. Project Controls

Describe the firm's ability in performing control such as but not limited to: control costs and provide accurate and timely invoices; monitor and stay within the budget; monitor schedule and review the timeframes; and, describe the techniques used to complete projects within the proposed timeframes.

D. Client References

Provide at least three (3) current references. The references should identify the client, a contact name and telephone number, a description of the services provided and the location where the service was performed. The City also reserves the right to contact the clients that terminated contracts with the firm as listed in the firm's submittal.

E. Cost

Provide a statement of hourly rates, including rates for sub-consultants, if any. If specific individuals are included in the proposal, please specifically identify their rates as well as any proposed percentage markup of reimbursable expenses. The fees need to be clearly identified for each potential year of contract. A percentage of fees collected approach is preferred.

F. Approval

The proposals may be reviewed individually by staff members through an ad hoc committee to assist in the selection process. The finalists may be requested to provide the City a presentation and/or oral interview. The ad hoc committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation.

G. The City reserves the right to:

- Reject any and all proposals at its discretion
- Cancel the entire RFP
- Waive any minor errors or informalities in any Proposals, to the extent permitted by law
- Conduct oral interviews
- Visit consultant's facilities
- Issue an amended RFP to ensure compatibility of the proposals for comparison

H. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind which may be incurred by the proposer. All proposals submitted to the City in response to this Request for Proposal shall become the property of the City.

VII. PROPOSAL SUBMITTAL AND PROCESS SCHEDULE

A. The submittal deadline is June 25, 2012, on or before 4 pm.

B. One (1)original and five (5) copies of RFP

C. All proposals must be marked "RFP for Building and Safety Services - Do Not Open" and submitted on or before 4 pm, June 25, 2012

D. All correspondence, including proposals shall be submitted to:

City of Bell
Attn: City Clerk
6330 Pine Ave,
Bell, CA 90201

VIII. AWARD OF CONTRACT

The City Council will review and award the Building and Safety contract service to the successful proposer. The successor proposer will be required to enter into a written contract agreement with the City of Bell subject to City Council and City Attorney review and approval. A copy of the City's professional services contract agreement is included with this RFP. The City reserves the right to negotiate the price, terms and scope of services with the proposer, prior to entering into an Agreement.

ATTACHMENT:
City's professional services contract agreement

# City of Bell
# Agenda Report

DATE: September 12, 2012

TO: Mayor and Members of the City Council

FROM: Terry Rodrigue PE, City Engineer

APPROVED BY: Doug Willmore, City Manager

SUBJECT: Consideration to Reduce the City-Wide Landscape and Lighting District Assessments by an Additional 12.7% to a Total Reduction of Approximately 24% for Fiscal Year 2012-13.

RECOMMENDATION:

Adopt Resolution No. 2012-62 approving the revised engineer's report and establishing an additional 12.7% decrease to the City-Wide Landscape and Lighting District for Fiscal Year 2012-2013.

BACKGROUND:

In June 2012, the City Council approved a series of actions that are required by State law in order to set assessments for the City-Wide Landscape and Lighting Districts for 2012-2013. On July 18, 2012, the City Council approved a Resolution which reduced the assessments by 12.7% over the previous year's approved assessment. The amount of assessment a property owner would have to pay for Fiscal Year 2012-13 is as shown in Table I:

**TABLE I**
**Comparison Lighting and Landscaping District Assessments Approved for 2011-12 and 2012-13**

| Types of Properties | Approved Assessment 2011-12 | Approved Assessment 2012-13 |
|---|---|---|
| Residential: 5 or fewer units | $74.04/Unit | $64.66/Unit |
| Residential: 6 or more units | $ 4.82/FF | $ 4.21/FF |
| Commercial | $ 4.82/FF | $ 4.21/FF |
| Trammel Crow District | $14.21/FF | $12.41/FF |

FF = FRONT FOOTAGE

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The next step for implementation of the July 18, 2012 City Council's action was to prepare the assessment rolls and submit them to the County Assessor's Office. However, in the interim, it was discovered that the County Assessor's Office has been levying a different amount than the approved 2011-12 assessments and as shown in Table II:

**TABLE II**
**Comparison of Lighting and Landscaping District Assessments Approved and Actual for 2011-12**

| Types of Properties | Approved Assessment FY 2011-12 | Actual Assessed Amount FY 2011-12 | Percent Change |
|---|---|---|---|
| Residential 5 or fewer units | $74.04/Unit | $64.66/Unit | -12.7% |
| Residential 6 or more units | $ 4.82/FF | $ 4.21/FF | -12.9% |
| Commercial | $ 4.82/FF | $ 4.21/FF | -12.9% |
| Trammel Crow District | $14.21/FF | $12.41/FF | -13.4% |

FF = FRONT FOOTAGE

Staff cannot find any reason or explanation why the County Assessor Office levied the above amount in Fiscal Year 2011-12. Since the City Council has committed to the 12.7% reduction and the base line amount for the reduction has now changed, staff re-examined the budget for Landscape and Lighting District to determine if the assessment could be further reduced. The approved budget to deliver services outlined in the 2012-2013 Engineer's Report is $471,778. It is a customary and prudent to include some buffer in the budget amount for contingencies, in order to be prepared for unanticipated costs and to avoid a need to raise the assessment in the future. After reviewing the amount of assessment to be collected and the buffer amount in the current budget, staff determined that the assessment could be reduced by an additional 12.7% while maintaining the program service delivery as identified in the Engineer's Report. The rates approved at the July 18 City Council Meeting did not go into effect. Instead, the revised assessment and the percentage of changes are as shown in Table III:

**TABLE III**
**Comparison of Proposed Lighting and Landscaping District Assessments to the Assessment Approved for 2012-13**

| Types of Properties | Revised Assessment Amount FY 2012-13 | % Change from Approved for FY 2011-12 | % Change from Actual Assessed FY 2011-12 |
|---|---|---|---|
| Residential: 5 or fewer units | $55.95/Unit | -24.4% | -12.7% |
| Residential: 6 or more units | $ 3.67/FF | -23.9% | -12.9% |
| Commercial | $ 3.67/FF | -23.9% | -12.9% |
| Trammel Crow District | $10.74FF | -24.4% | -13.4% |

FF = FRONT FOOTAGE

FISCAL IMPACT

There is no impact to the City's General Fund due to this revision of the engineer's report. This revised report reduces assessments for all property owners in the City. Staff's analysis projects that this assessment will remain at the proposed FY 2012-13 rates for the next couple of fiscal years.

Attachments: Revised Engineer's Report
Resolution No. 2012-62

**RESOLUTION NO. 2012 - 62**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL APPROVING THE AMENDED ENGINEERS REPORT DATED AUGUST 2012 AND ORDERING THE LEVYING OF ASSESSMENTS WITHIN THE CITY OF BELL LANDSCAPING AND LIGHTING DISTRICT FOR THE FISCAL YEAR 2012-2013**

WHEREAS, the City Council of the City of Bell, California, pursuant to the provisions of Division 15, Part 2, of the Streets and Highways Code of the State of California, has initiated the proceedings for the annual levy of assessments for a landscape and lighting assessment district; and

WHEREAS, an Engineers Report dated May 2012 has been prepared and filed with the City Council; and

WHEREAS, the City Council, at its May 16, 2012 meeting, did approve said Report and did adopt a Resolution of Intention to levy and collect assessments for the 2012-2013 fiscal year relating to the above referenced District and gave Notice of the date and time of July 18th, 2012 at 7:00 PM for the Hearing of protests as to the question of levying and collecting assessments; and

WHEREAS, the City Council at its July 18, 2012 meeting did order the assessment of levy in accordance with the May Engineers Report; and

WHEREAS, since the time of the July 18, 2012 meeting, the City has determined that an additional reduction in rates could be implemented; and

WHEREAS, the Engineers Report has been amended to reflect this additional reduction in rates and is now dated August 2012; and

WHEREAS, at this time the City Council has considered the amended Engineers Report dated August 2012, and is desirous of proceeding with said annual levy of assessments.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY FIND, RESOLVE AND ORDER:**

Section 1. That the foregoing Recitals are true and correct and are incorporated herein.

Section 2. That the City Council hereby approves the Engineers Report dated August 2012 and adopts the levy as inentified in said report,

Section 3. That the adoption of this Resolution constitutes the levy of the assessment for the fiscal year to cover the costs of administration and servicing of properties within the District.

Section 4. That the maintenance work and improvements contemplated by the Resolution of Intention shall be performed pursuant to law during the fiscal year in accordance with the plans and specifications of the Report.

Section 5. The Los Angeles County Tax Assessor shall enter on the County Assessment Roll the amount of the Assessment and said Assessment shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the assessment shall be paid to the City Treasurer of the City. The City Treasurer shall deposit all proceeds of such assessments into a Special Fund; and all payments made from such funds shall be for the purpose as set out in the Report.

Section 6. That the City Clerk shall certify to the passage and adoption of this Resolution and shall cause the same to be processed in the manner required by law.

PASSED, APPROVED and ADOPTED this 12th day of September, 2012.

By:_____
Ali Saleh, Mayor

APPROVED AS TO FORM

By:_____
David Aleshire, City Attorney

**CERTIFICATE OF ATTESTATION AND ORIGINALITY**

I, Rebecca Valdez, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 18th day of July, 2012, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Rebecca Valdez, CMC, City Clerk

# City of Bell
# Agenda Report

DATE: September 12, 2012

TO: Mayor and Members of the City Council

FROM: Terry Rodrigue PE, City Engineer

APPROVED BY: Doug Willmore, City Manager

SUBJECT: Consideration of Adopting the Attached Resolution 2012-65 Authorizing the City Manager to Sign a Comment Letter to Caltrans on the I-710 Freeway Corridor Project EIR/EIS

**RECOMMENDATION:**

Provide staff with input and adopt the attached Resolution 2012-65 authorizing the City Manager to sign the attached comment letter to Caltrans concerning the I-710 Freeway Corridor Project EIR/EIS.

**BACKGROUND:**

The I-710 Freeway Corridor Project is a major effort underway to address the transportation needs of the region by improving the I-710 Freeway from the Ports of Los Angeles and Long Beach to the Pomona Freeway (SR-60). This effort began many years ago and resulted in the I-710 Freeway Major Corridor Study (MCS) being completed in March of 2005.

Since the release of the I-710 Freeway MCS, the California Department of Transportation (Caltrans) and the Los Angeles County Metropolitan Transportation Authority (LACMTA) have been leading the effort to bring the project to the next step, which is the preparation of the required Environmental Impact Report/Environmental Impact Statement (EIR/EIS). This EIR/EIS studied various alternatives and considered the potential future environmental impacts of each alternative. The study area included the 18 miles of corridor together with the 15 cities and unincorporated county area adjacent to the corridor. Caltrans/LACMTA are partnering with a number of other agencies in this effort including the Gateway Cities Council of Governments (Gateway Cities COG), in which the City of Bell is a member. Councilwoman Quintana is the City's representative to the Project Committee. In addition, as a jurisdiction adjacent to the corridor, the Bell City Engineer participates on the Technical Advisory Committee (TAC) for the I-710 Corridor Project.

The Draft EIR/EIS was released on June 29th, 2012 and there is a 90 day comment period. To assist in reviewing the I-710 EIR/EIS, LACMTA approved early action project funding to assist the Cities to offset review costs. The City of Bell engaged the City Engineer, Interwest

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Consulting Group, Pacific Municipal Consultants (PMC), and Rosenow Spevacek Group, Inc. (RSG) to review the issues that had the most direct impact to the City. Interwest Consulting Group provided project coordination, and traffic and engineering analysis, PMC provided land use and environmental analysis, and RSG provided an economic impact analysis.

The EIR/EIS identifies the project need to be the current and increased future demand to move goods and people. Population growth, employment growth, increased demand for goods movement, increasing traffic volumes and aging infrastructure all contribute to serious congestion and safety issues. The document identifies several main areas of concern that include:

1. **Air Quality:** The US Environmental Protection Agency (EPA) has designated the South Coast Air Basin as an extreme ozone non-attainment area and a non-attainment area for small airborne particulate matter. This exposure is associated with many adverse health effects including decreased lung function, aggravated asthma, increased lung and heart disease symptoms and chronic bronchitis. Increased levels of nitrogen dioxide and ultrafine particles which occur near roadways result in elevated cancer risks with the greatest risks located in the project area along the I-710 Freeway. Diesel particulate matter is the greatest contributor to air-quality-related cancer risk in the basin and half of this is attributed to diesel trucks.
2. **Freeway Capacity:** Many segments currently operate at Level of Service (LOS) E or F throughout the day, effectively creating extensive and frequent freeway backups and causing congestion on parallel arterial highways. A significant portion of this congestion is the large numbers of heavy-duty trucks traveling between the Ports of Long Beach and Los Angeles and the rail freight intermodal yards located near I-5, and to warehouse and distribution points scattered throughout Southern California. Transportation demand along this corridor is expected to increase from 14 million annual twenty-foot equivalent units (TEUs) to approximately 43 million annual TEUs by 2035. In addition, regional population growth is forecast to grow by 27 percent and by 11 percent within the study area. This combination will lead to significant increases in traffic on the I-710 Freeway as well as on streets and roadways within the study area as a whole.
3. **Safety:** I-710 currently experiences elevated accident rates, exceeding the State average for similar facilities. High traffic volumes, existing outdated freeway design elements and a large volume of truck traffic are contributing factors. Truck accidents range from 29 to 36 percent of the total number of accidents.
4. **Economic Development:** The Gateway Region experiences high levels of unemployment and poverty. In October 2011 unemployment rates in the study area ranged from 8 to 23 percent. Highway congestion causes delays affecting personal mobility and goods movement and results in increased economic costs. In addition, congested freeways and roads can affect a city's ability to attract quality development to improve economic conditions.

The resulting Project Purpose as stated in the EIR/EIS is:

1. Improve Air Quality and Public Health
2. Improve Traffic Safety
3. Modernize the Freeway Design
4. Address Projected Traffic Volumes
5. Address Projected Growth in Population, Employment and Activities Related to Goods Movement

The City's team has reviewed a variety of documents associated with the EIR/EIS and has had a number of conversations with consultants on the Caltrans/LACMTA Team to gain an understanding of the impacts to the City. In general, the EIR/EIS is somewhat more broad than might be expected with a project specific EIR/EIS. This is understandable, however, as the project scope is very large and many of the issues to be resolved, such as technology, final design, and construction impacts are quite far off in the future with an expected construction start date of 2020. It is important to note that additional studies fully developing the mitigation measures for the selected alternative will need to be conducted subsequent to the EIR/EIS.

**PROJECT DESCRIPTION:**

The Caltrans/LACMTA Project Team considered a wide variety of alignment alternatives and narrowed these to a list of 5 for further consideration in the EIR/EIS. The EIR/EIS details the evaluation of environmental impacts for these alternatives.

**Alternative 1:** This is the no build alternative and is always considered when preparing an EIR/EIS as there are impacts that result with this decision. This alternative serves as the basis for comparison for other alternatives.

**Alternative 5A:** This alternative widens the I-710 Freeway to 10 general purpose lanes. This is the least expensive of the "build" scenarios evaluated. Total cost is estimated to be $2.59 Billion.

**Alternative 6A/6B/6C:** These three alternatives all have the same basic geometrics. This includes widening of the I-710 Freeway to 10 general purpose lanes and the construction of a completely separate 4 lane truck only facility with limited access points. The difference in the three alternatives is in the operation of the truck facility. In Alternative 6A the truck facility is open to all trucks. In Alternative 6B the truck facility is restricted to zero emission trucks. In Alternative 6C the truck facility is restricted to zero emission trucks as is specified in Alternative 6B but with the addition of tolls. The estimated costs of these alternatives are; 6A - $5.09 Billion, 6B - $5.24 Billion and 6C – 5.31 Billion.

**Alternative 6A/6B/6C – Design Options 1, 2 and 3:** These three design options affect only the portion of the Freeway from the Slauson Avenue Interchange to the northern terminus of the project. These options solely affect the type of connection that the northern terminus of the project makes to Washington Boulevard. This is significant as the option selected will impact the amount of right of way acquisition required in the City of Bell industrial area. Design Options 1 and 2 provide access from the truck facility to Washington Boulevard but Option 3 does not. For that reason, the likely hood of Option 3 moving forward is very low.

**ANALYSIS:**

Attached is a draft comment letter for consideration along with comments that were provided by PMC and RSG. To understand the pros and cons of various alternatives it is helpful to consider each portion of the project as it traverses the City of Bell separately, with the collection of relevant comments from the technical reviewers. For instance, one alternative may have a positive impact on traffic but a negative impact on land use.

The project elements with the highest potential to impact the City are:

1. **Florence Avenue Interchange (Exhibits 1, 2 and 3)** Except for the "No Build" Alternative, all Alternatives have the identical impacts at this interchange. The interchange will be reconstructed into a modern "single point" interchange. In addition the bridge over the LA River will be widened. This would result in the following right of way impacts:
    a. A minor amount of property will need to be acquired along the frontage of Florence Avenue from the LA River to approximately 600 feet west of the River. In addition, narrow parcels along the west side of the I-710 Freeway will need to be acquired. These parcels are located north of Florence to Gage and south of Florence Avenue, between the freeway and the river.
    b. A minor amount of property will need to be acquired on the east side of Florence from approximately 200 feet north of Atlantic Avenue to approximately 300 feet south of Atlantic Avenue This property is required in order to accommodate dual north/south left turn lanes and a southbound right turn lane to improve intersection capacity. The reduction in size of the interchange will produce two remnant parcels of land east of the I-710 Freeway on the north and south side of Atlantic. This land is currently within the City of Bell boundaries and could be developed into commercial properties with significant retail opportunities due to the immediate freeway access. It is anticipated that potential sales and property taxes gained on the remnant parcels will exceed the reduction of these revenues anticipated due to the right of way acquisition at this interchange.

2. **Slauson Avenue Interchange (Exhibits 4 thru 7):** Except for the "No Build" Alternative, all Alternatives include a new interchange at Slauson Avenue. Because of the narrowness of the City Boundaries at this location, there is no direct impact to land use, however there are some secondary impacts to the City that should be considered. First is the additional access to the Slauson Avenue east-west corridor that would be provided by this interchange. Improved access to this corridor will improve the traffic on Florence Avenue in the City of Bell especially for traffic originating from the south and wanting to go in the generally western direction north of Gage. Today that route would be north on I-710, west on Florence, north on Atlantic, and then west on Slauson. Given the traffic mix in this part of the region, there is a significant mix of trucks within this traffic stream. Construction of the Slauson Interchange would eliminate this traffic from the Florence and Atlantic Corridors.

    Second is the improved access to the Bell industrial area. From an economic development standpoint, all properties in the Bell industrial area will benefit from improved access by providing the additional option of the Slauson Interchange. This can improve property values and result in projects that provide a better sales and property tax base for the City. Construction of the Slauson Interchange does not require

significant right of way acquisition. However, the routing of the truck facility in Alternative 6A/6B/6C. This is discussed in the next section, Alternative Alignments.

3. **Alternative Alignments (Exhibits 4 thru 7):** The northern terminus of the project is a very complicated geometric design made more complex with the addition of the separate truck facility in the various Option 6's. All of the alternatives with the exception of the "No Build" scenario have significant negative land and economic impacts for the City of Bell industrial area. The full economic impact analysis for the City of Bell is attached in the RSG memo dated September 5, 2012.

   a. **No Build:** While this scenario has no impact on land use within the City, the impact of this alternative over time will be increased congestion and thus decreased mobility. This will result in a loss of jobs, or at least a detriment to job growth, along the corridor including within the City of Bell. This will have a negative impact to both the citizens who depend on this region for jobs but also a loss to City's sales and property taxes.

   b. **Alternative 5A (Exhibit 4)**: This alternative will have the least impact to properties within the City. This alternative, however, does not separate the long haul truck traffic from the general traffic on the I-710 Freeway. In addition, this alternative does not improve air quality conditions from which the region suffers greatly. A comprehensive Air Quality/Health Risk Assessment was completed and is included in the technical appendices to the EIR/EIS and the following is a summary of alternatives with the air quality impact of each:

**Air Quality Impacts for Various Alternatives:**

| No Build | Emissions |
|---|---|
| 5 | +670,000 Tons |
| 6A | -130,000 Tons |
| 6B | -487,000 Tons |
| 6C | -393,000 Tons |

   As illustrated, Alternative 5 does not improve the Freeway enough to keep up with increased emissions due to growth. Alternative 6A/6B/6C all decrease the emissions produced within the corridor.

   c. **Alternative 6A/6B/6C (Exhibits 5 thru 7):** All of the alignments for Alternatives 6A/6B/6C have very significant impacts to the City of Bell industrial area. The amount of property that needs to be acquired is very small for a project of this magnitude; however, a large amount of that property is within the Bell industrial area. This industrial area is not large and the City depends upon this area for the development of its future long term tax base. The City is primarily impacted in 3 ways:

i. *Direct Sales Tax Loss*: This includes not only sales taxes currently collected in this area but also the anticipated sales taxes with the future development of this area.

ii. *Property Tax Loss:* Land turned from private ownership to a public use will be removed from the property tax rolls forever. This affects general property taxes plus any voter indebtedness such as assessment districts within the City.

iii. *Land Sales:* The City owns several pieces of land which they intend to sell to private development. The City currently leases one of those pieces of land which provides a cash flow stream. In addition to the current lease payments on that parcel, any parcels that will be taken in full or in part, will result in a dramatic negative financial impact to the City. Since these parcels are owned by the City, it is also the City's best opportunity to influence the type of development in this area.

In essence, the regional problem is being solved at the expense of the City of Bell. The nature of the geographic layout of the existing I-710 Freeway, LA River and major truck attractors in the area make the proposed alignments efficient. However, this outsized impact should be mitigated. The City of Bell needs to be provided a future funding source to compensate for these losses.

On the positive side, as seen in the air quality table above, Alternative 6A/6B/6C all improve air quality. This is a major health issue within both the City and the region. As expected, the zero emissions options, B and C, improve air quality most significantly. The air quality benefit of C is somewhat less because the toll will divert some traffic from the truck facility to the I-710.

Also, Alternative 6A/6B/6C reduces congestion and improves safety more than Alternative 5 or the "No Build" Alternative. As mentioned earlier, this would result in generally better conditions for economic development for the remaining properties in the industrial area as well as generally better economic conditions along the corridor. Discussions can and should take place with the Caltrans/LACMTA Project Team in regards to improving alignments along this northern terminus. However, it seems clear that the improvements to the alignment would be marginal and significant property impacts would remain.

d. **Alternative 6 Design Options 1/2/3 (Exhibit 5 thru 7):** The main difference between Design Options 1, 2, and 3 is the alignment of the connection of the project with Washington Boulevard. Option 2 has a larger impact on property in the industrial area because the off-ramps are brought east of the proposed rebuilt 26th Street. Design Option 3 is considered to be unlikely by the project proponents because it does not provide direct access to Washington Boulevard. However, Option 3 keeps the mainline of the I-710 Freeway more or less within the existing Freeway footprint and thus provides more opportunity to retain

useable parcels of land within the Bell industrial area in comparison to Options 1 or 2.

4. **Atlantic Avenue Parking Restrictions:** One recommendation within the EIR/EIS is to employ peak hour parking restrictions along Atlantic Avenue. While this will improve traffic along Atlantic Avenue, it is unclear how this would impact local businesses. A detailed study of this should be undertaken and the impacts should be mitigated through off street parking where necessary.

5. **Construction Impacts:** Construction of the corridor improvements is predicted to take 6 years and 8 months. Because this project is so large and the construction planning is far off into the future after final design, the construction impacts to the City are unknown. A fully detailed construction phasing plan along with mitigation measures should be undertaken prior to completion of final design. This should include a local business retention strategy, noise and air quality mitigation.

Each of the Alternatives has advantages and disadvantages for the City of Bell and the Gateway Region. Staff has prepared a draft comment letter to Caltrans highlighting the City concerns with the various alternatives.

**RECOMMENDATION:**

Following discussion, staff would like input and direction regarding the attached draft comment letter to Caltrans. If those changes are minor, the attached Resolution 2012-65 could be approved authorizing the City Manager to sign and submit the comment letter. If the changes are more significant, then Staff can return at the next Council meeting with a revised letter for approval.

**ATTACHMENTS:**

Exhibit 1 - Alternative 5A – Sheet 19/24 - Florence Avenue
Exhibit 2 – Alternative 5A – Sheet 20/24 – Florence Avenue
Exhibit 3 - Arterial Intersections Concept Plans – Sheet 32/42 – Florence/Atlantic
Exhibit 4 - Alternative 5A - Sheet 21/24, – Slauson to Bandini
Exhibit 5 - Alternative 6A/6B/6C – Design Option 1- Sheet 21a/24 – Slauson to Bandini
Exhibit 6 - Alternative 6A/6B/6C – Design Option 2 - Sheet 21b/24 – Slauson to Bandini
Exhibit 7 – Alternative 6A/6B/6C – Design Option 2 – Slauson to Bandini
Resolution 2012- 65
Draft Project Comment Letter
Land Use and Environmental Comments Memo
Financial Analysis Comments Memo

Collector/Distributor and Ramp Geometrics
Freight Corridor Geometrics
Mainline Geometrics

Proposed Bridges and Elevated Structures
Existing Caltrans and Local Right of Way
Proposed Right of Way
TCE
Future SCE Transmission Corridor

DWP ROW
Proposed Retaining Walls
Potential Sound Barriers
Potential Sound Barriers under EA#202100
Potential Oil Field Impacts
Pump Stations

0 200 400
FEET

SOURCE: BING (2009), TBM (2008), URS (5/2011)

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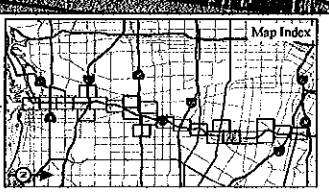


APPENDIX O
Sheet 19 of 24

*I-710 Corridor Project EIR/EIS*

Alternative 6A/6B/6C
Concept Plans

07-LA-710- PM 4.9/24.9
EA 249900

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Collector/Distributor and Ramp Geometrics
Freight Corridor Geometrics
Mainline Geometrics

Proposed Bridges and Elevated Structures
Existing Caltrans and Local Right of Way
Proposed Right of Way
TCE
Future SCE Transmission Corridor

DWP ROW
Proposed Retaining Walls
Potential Sound Barriers
Potential Sound Barriers under EA#202100
Potential Oil Field Impacts
Pump Stations

0 200 400
FEET

SOURCE: BING (2009); TBM (2008); URS (5/2011)

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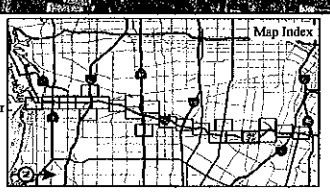


APPENDIX O
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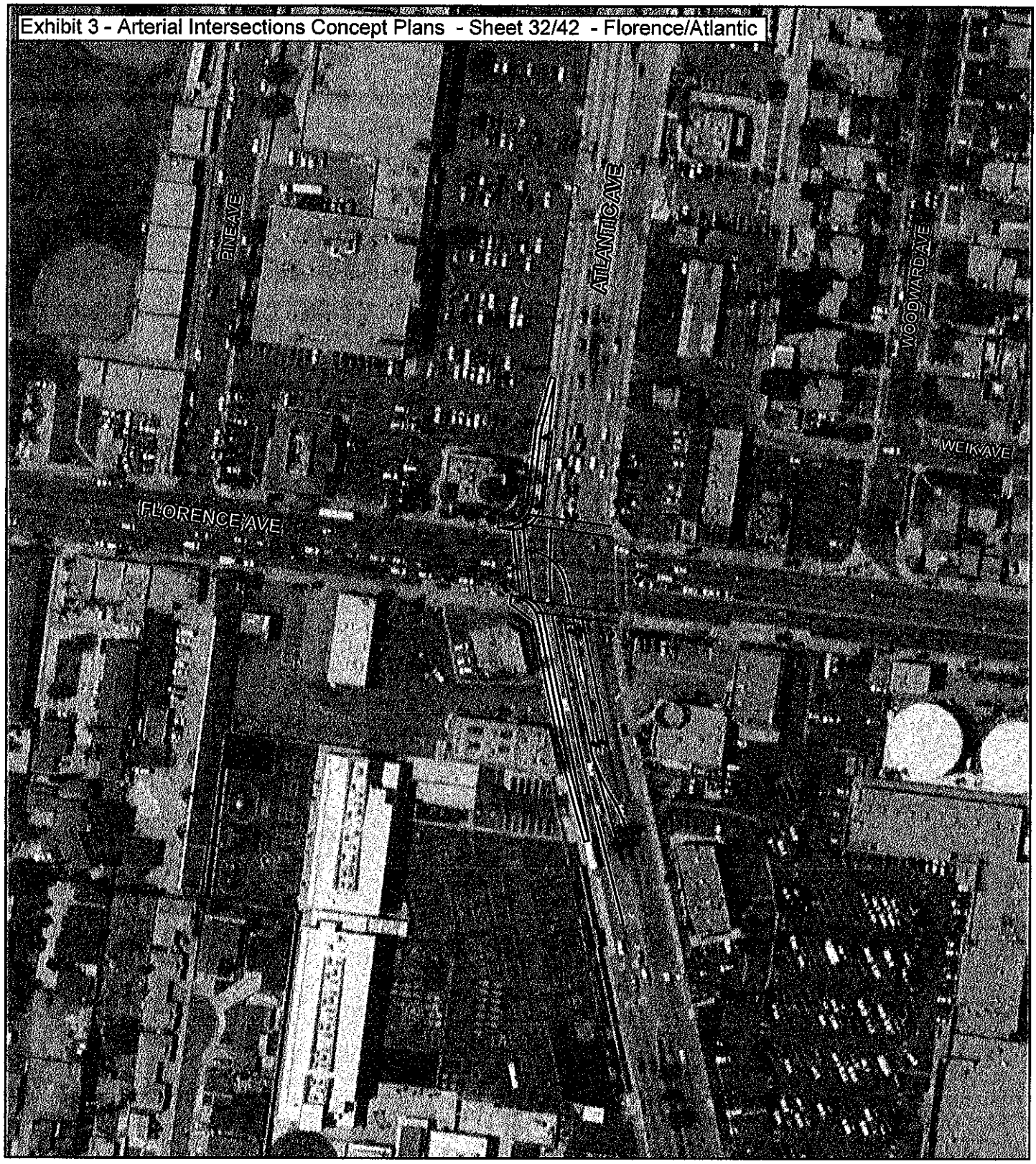
*I-710 Corridor Project EIR/EIS*

**Alternative 6A/6B/6C Concept Plans**

07-LA-710- PM 4.9/24.9
EA 249900

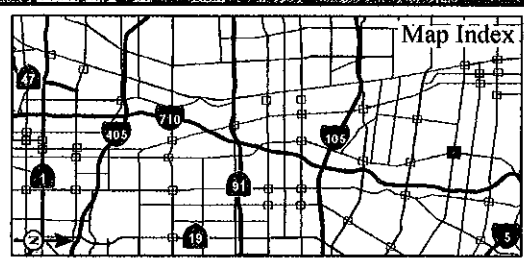
122

Exhibit 3 - Arterial Intersections Concept Plans - Sheet 32/42 - Florence/Atlantic




LEGEND

Arterial Intersection Geometrics




APPENDIX O
Sheet 32 of 42

*I-710 Corridor Project EIR/EIS*

Arterial Intersections Concept Plans

07-LA-710- PM 4.9/24.9
EA 249900

N

0 75 150
FEET

SOURCE: BING (2009); URS (7/2011)

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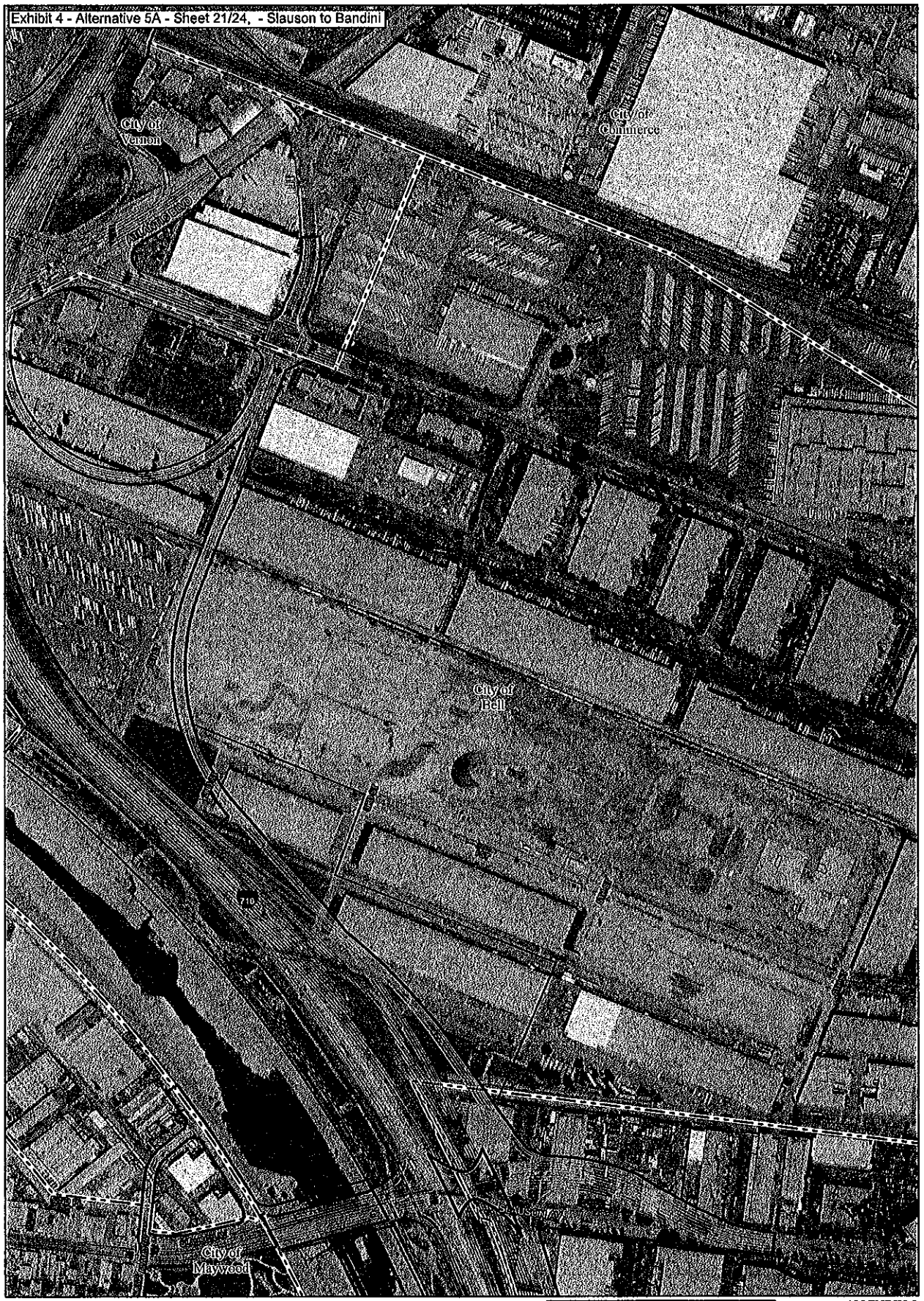


Collector/Distributor and Ramp Geometrics
Mainline Geometrics
Proposed Bridges and Elevated Structures
Existing Caltrans and Local Right of Way
Proposed Right of Way
TCE
Future SCE Transmission Corridor
DWP ROW
Proposed Retaining Walls
Potential Sound Barriers
Potential Sound Barriers under EA#202100
Potential Oil Field Impacts
Pump Stations

N

0 200 400
FEET

SOURCE: BING (2009); TBM (2008); URS (5/2011)

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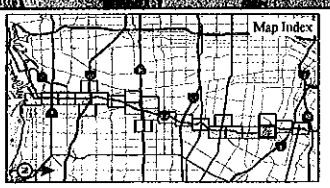


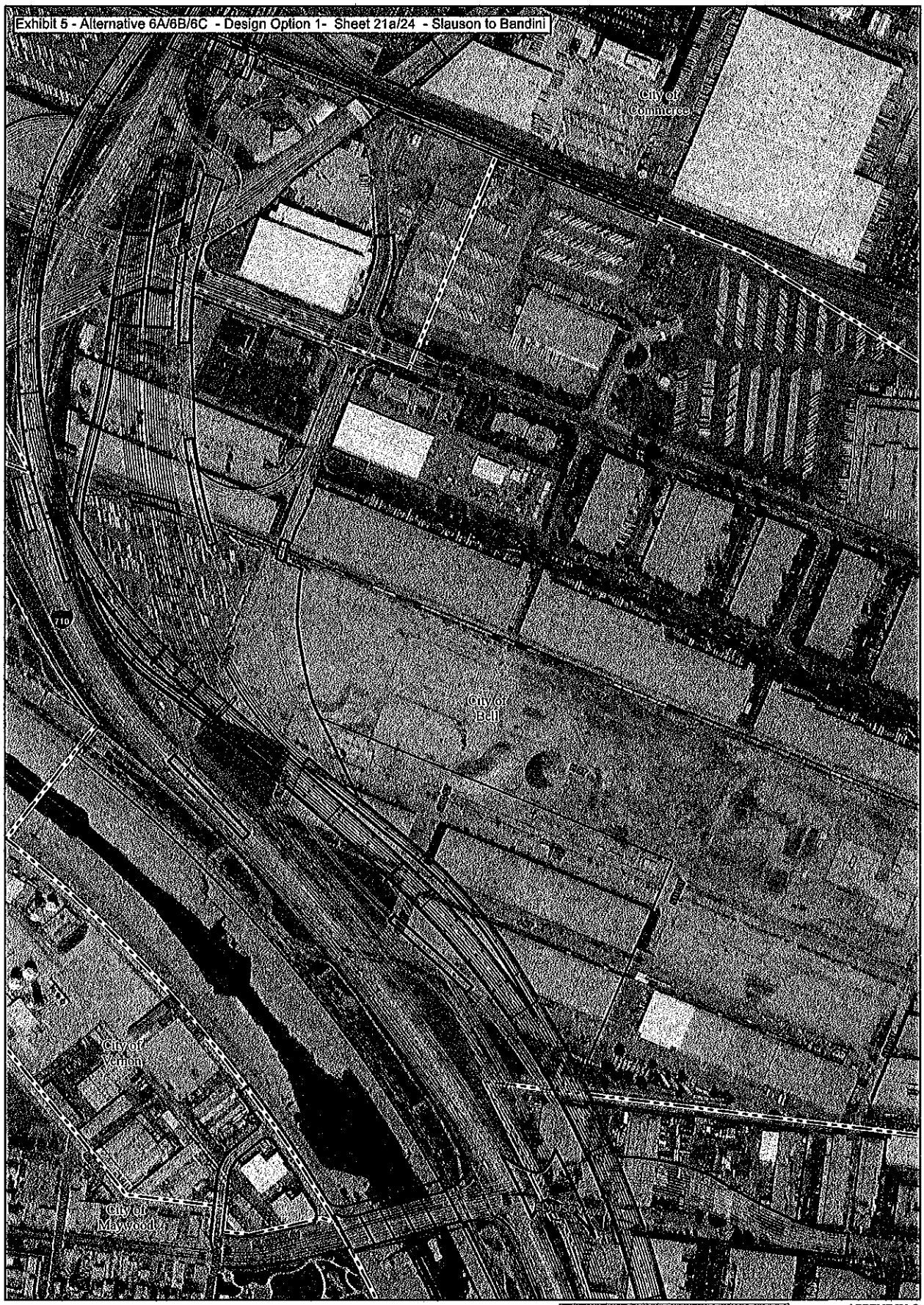

APPENDIX O
Sheet 21 of 24

*I-710 Corridor Project*
*EIR/EIS*

Alternative 5A
Concept Plans

07-LA-710- PM 4.9/24.9
EA 249900

Exhibit 5 - Alternative 6A/6B/6C - Design Option 1- Sheet 21a/24 - Slauson to Bandini




Collector/Distributor and Ramp Geometrics
Freight Corridor Geometrics
Mainline Geometrics

Proposed Bridges and Elevated Structures
Existing Caltrans and Local Right of Way
Proposed Right of Way
TCE
Future SCE Transmission Corridor

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Proposed Retaining Walls
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Potential Sound Barriers under EA#202100
Potential Oil Field Impacts
Pump Stations

0 200 400
FEET

SOURCE: BING (2009), TBM (2008); URS (5/2011)
I:\URS0801A\GIS\EIR_EIS\Concept_Plans_Alt6_Option1.mxd (6/15/12)

Map Index

APPENDIX O
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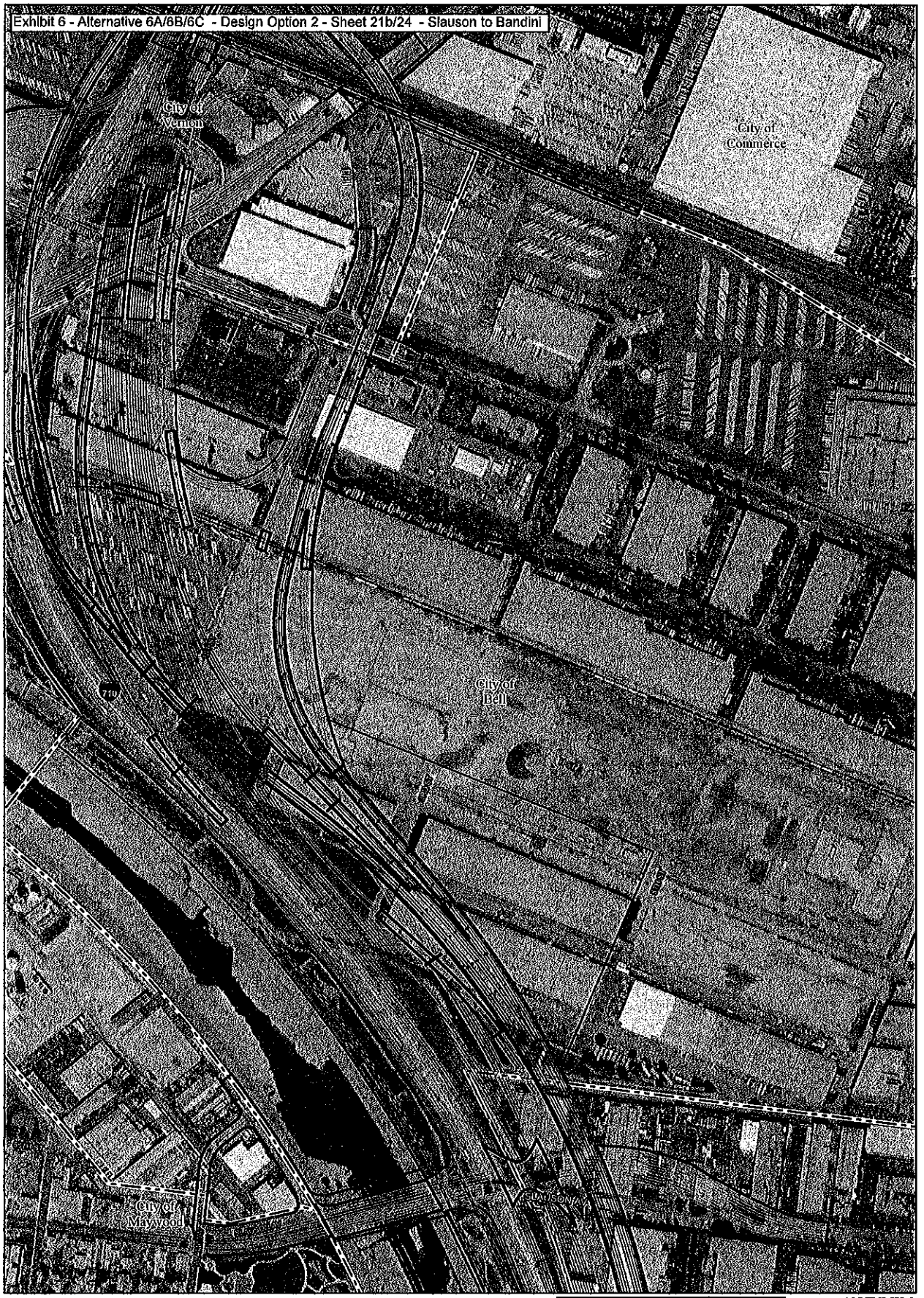
*I-710 Corridor Project EIR/EIS*

Alternative 6A/6B/6C
Option 1 Concept Plans

07-LA-710- PM 4.9/24.9
EA 249900

Exhibit 6 - Alternative 6A/6B/6C - Design Option 2 - Sheet 21b/24 - Slauson to Bandini




Collector/Distributor and Ramp Geometrics
Freight Corridor Geometrics
Mainline Geometrics

Proposed Bridges and Elevated Structures
Existing Caltrans and Local Right of Way
Proposed Right of Way
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Proposed Retaining Walls
Potential Sound Barriers
Potential Sound Barriers under EA#202100
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Pump Stations

0 200 400
FEET

SOURCE: BING (2009), TBM (2008), URS (5/2011)

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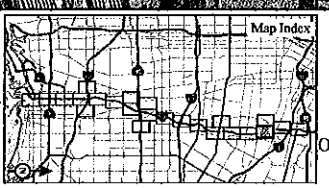


APPENDIX O
Sheet 21b of 24

*I-710 Corridor Project EIR/EIS*

Alternative 6A/6B/6C Option 2 Concept Plans

07-LA-710- PM 4.9/24.9
EA 249900

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Exhibit 7 - Alternative 6A/6B/6C - Design Option 3

# I-710 EIR/EIS

## ATLANTIC/BANDINI/WASHINGTON INTERCHANGES (OPTION 3)

## ALTERNATIVE 6 A/B/C

URS

SCALE: 1"=400'

***PRELIMINARY DRAFT - NOT FOR CONSTRUCTION***

SHEET: 22-3 OF 24

**RESOLUTION NO. 2012 - 65**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL APPROVING A LETTER OF COMMENT TO CALTRANS REGARDING THE REVIEW OF THE I-710 CORRIDOR PROJECT EIR/EIS**

WHEREAS, Caltrans in association with a number of regional agencies is undertaking a major project to upgrade the I-710 Transportation Corridor; and

WHEREAS, the City of Bell, as an interested City and a member of the Gateway Council of Governments, participates in the Project Committee and the Technical Advisory Committee as established by the project team; and

WHEREAS, Caltrans, as the lead agency on preparation of an EIR/EIS for the I-710 Corridor Project, has completed the EIR/EIS and circulated it for comments; and

WHEREAS, the City has significant interests in the project proposal and environmental impacts; and

WHEREAS, City Staff has provided an update on projected impacts of the various project alternatives to the City Council.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY FIND, RESOLVE AND ORDER:**

Section 1. That the City Council hereby approves the attached comment letter to Caltrans as the lead agency in the preparation of the I-710 Corridor Project EIR/EIS and authorizes the City Manager to sign and submit the letter to Caltrans.

PASSED, APPROVED and ADOPTED this 12th day of September, 2012.

By:_____
Ali Saleh, Mayor

APPROVED AS TO FORM

By:_____
David Aleshire, City Attorney

## CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Rebecca Valdez, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 12th day of September, 2012, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Rebecca Valdez, CMC, City Clerk

September 12, 2012

Ronald Kosinski
Caltrans District 7, Division of Environmental Planning
100 South Main Street, MS 16A
Los Angeles, CA 90012

Subject: Comments on the I-710 Corridor Project EIR/EIS

Mr. Kosinski,

The City of Bell has reviewed the subject EIR/EIS. Attached to this letter are a list of specific comments from our Environmental/Planning Consultant and our Economic Development Consultant and below are summarized comments highlighting our primary concerns:

1. In general, more detailed analysis needs to be provided in the following areas:
    a. Construction Impacts – All "Build" Alternatives
    b. Location and Impacts of Electrical Facilities for Alternative 6C
2. Florence Avenue (All "Build" Alternatives)
    a. The land acquisitions at the Intersection of Florence Avenue at Atlantic Avenue should be defined in more detail with justifications on the exact lane configurations.
    b. The remnant land after the reconstruction of the Florence Avenue Interchange (both the east and west sides) should be specified to be offered to the City of Bell as partial compensation for economic impacts.
3. Slauson Avenue Interchange (All Alternative 6 Options)
    a. The truck facility should be relocated westerly to be located above the mainline freeway in order to minimize land acquisition and economic impacts in the Bell industrial area.
4. Northern Terminus Alignment
    a. The mainline freeway in all Alternative 6 Options except Option 3 should be moved to the west to stay as much as possible within the footprint of the existing freeway. This is done to a large extent in Option 3 which preserves the most land for economic development in the City of Bell industrial area.
    b. Design Option 2 has the greatest impact on economic development in the Bell industrial area and should be avoided.
    c. Any Option selected should be thoroughly investigated to reduce the total land acquisition in the City of Bell industrial area with consideration given to keeping large, economically viable pieces of land for future development. It is also important that any remaining parcels have good traffic access points.
    d. Any remnant land should be offered to the City.
    e. The Alignment should be investigated to determine if impacts to the Bell Homeless shelter can be minimized or eliminated.

5. Overall
    a. Alternatives 6B/6C demonstrate the biggest improvement in air quality/public health and should be pursued.
    b. Additional analysis and planning for regional bikeways should be completed.
    c. A detailed study of the impacts of the peak hour parking restrictions proposed on Atlantic Avenue should be completed along with appropriate mitigation measures.

In summary, the City of Bell is supportive of the efforts of the Project Goals. We would be most supportive of an alternative such as a modified version of Alternatives 6B/6C, which makes the greatest improvement in public health, mobility and safety, but that modifies the northern terminus alignment to minimize economic impacts to the Bell industrial area.

Respectfully Submitted,

Doug Willmore
City Manager

**I-710 Corridor EIR/EIS**
**Land Use and Environmental Planning Comments**
**September 4, 2012**
**Pacific Municipal Consultants**

The I-710 improvements will bring dramatic changes to the City of Bell. The 80-month construction period will add congestion to local streets, traffic along the I-710 will slow and the views into and around the City will change. One of the largest concerns is that operation of the expanded I-710 will further degrade air quality for some of the region's most economically challenged neighborhoods. As we in the City of Bell live with the I-710, we understand that improvements are needed to reduce congestion, and that a more efficient flow of traffic will help air quality; however we disagree that there are no mitigation measures that can offset the air quality impacts of this project. What of increased plantings, use of electric vehicles, reduction of vehicle trips, etc.? As noted in our comments we feel that there are clearly mitigation measures and project alternatives that can be taken to help offset this impact.

Another concern of the City is the conversion of office, commercial and industrial land to public uses. This conversion eliminates the land the City has designated for future jobs essential to the community. In some cases the project will substantially affect existing businesses and result in local job loss with minimal effort toward relocating within the City of Bell. For a City with no ability to expand, the protection of existing businesses, efficient use of vacant land and redevelopment of older industrial land is essential to the City's long-term fiscal stability. The EIR concludes that overall this impact is less than significant, which may be true for the entire project. However, for the City of Bell, this impact is very significant and appears to be disproportionate to the benefit the City may receive from the project. The City is requesting that that remnant lands in the City of Bell that result from purchase of property to support the roadway are conveyed to the City to offset the impacts associated with the loss of office, commercial and industrial land.

To prepare these comments our City team of engineers, economists and land use planners reviewed the lengthy document, appendices and support materials. We have provided context for our comments and look forward to reviewing the responses.

1. Page 2-19, last paragraph: "Alternative 6B includes all the components of Alternative 6A described above and consists of the same footprint as Alternative 6A. Further, this alternative would restrict the use of the freight corridor to zero-emission trucks rather than conventionally powered trucks." Would conventional trucks be allowed to use the general purpose lanes? If so, does the traffic analysis reflect truck usage of the 'local' lanes? Alternatives 6A, B & C cut through a significant industrial area between the Slauson Avenue and Atlantic Avenue interchanges, leaving large parcels of industrial lands, some owned by the city, with questionable vehicle access. The final analysis should clarify show how vehicular/truck access to these large blocks of industrial land will be achieved.

2. Page 2-20, first full paragraph: "Energy consumption is based upon the maximum number of vehicles expected on the freight corridor at any one time. As such, a minimum of 26 electrical substations, providing 25-kilovolt (kV) output are required. The stations are spaced approximately 4,000 feet apart and are located within the proposed rights-of-way for Alternatives 6A/B/C. Each substation requires approximately 25,000 square feet. Southern California Edison (SCE) has confirmed that current and planned local electrical distribution systems and power supplies are sufficient to accommodate the alternative's energy demand."

Alternative 6A includes a separated four-lane freight corridor to be used by conventional trucks. Would this Alternative need the electrical substations as inferred? Where would these substations specifically be located? Are there potential hazards involved?

3. Page 2-23: "The commercial viability of these types of trucks [eTrucks/eHighway Trucks] will be assessed over the next several years as part of demonstration projects being developed by local agencies such as South Coast Air Quality Management District (SCAQMD), the Ports and Metro." When will the results of this assessment be available? Are there any existing "eHighways" currently in operation? As this hasn't been assessed yet, how can it be assumed in the EIR/EIS that this technology is feasible?

4. Page 3.1-5: "The northern part of the city is developed with industrial uses and is known as the 'Cheli Industrial Area.' This area was previously owned by the Federal government but portions have since been sold to the Los Angeles Unified School District (LAUSD) and other agencies for redevelopment. Very limited vacant land exists in the city and new development is expected to take the form of recycled or redeveloped properties." The project will reduce the City potential to gentrify this area and produce local jobs, so the EIR must ensure that the loss in development potential is evaluated. Mitigation should include returning as much land as possible to the City after purchase for right of way and construction. How will the Relocation Assistance Plan for businesses that are dislocated by the project insure that the relocation is local? How will the results of efforts to encourage local relocation be both quantifiable and verifiable?

5. Page 3.1-11: "Alternative 5A would convert approximately 1,352 acres of existing land uses to transportation land uses, and Alternatives 6A/B/C would convert approximately 1,652 to 1,657 acres (depending on the design option) of existing land uses to transportation land uses..."

   "Approximately 78 percent of the existing right-of-way required for Alternative 5A and approximately 73 to 76 percent of the right-of-way required for Alternatives 6A/B/C (depending on the design option) consists of either existing transportation and utilities or vacant land. Approximately 6 and 9 percent of existing right-of-way for Alternative 5A and approximately 5 to 6 and 11 to 14 percent of the existing right-of-way for Alternatives 6A/B/C (depending on design option) consists of existing commercial, service, and industrial uses, respectively. Additionally, approximately 2 percent of existing right-of-way for Alternative 5A and approximately 2 to 3 percent of the existing right-of-way for Alternatives 6A/B/C (depending on design option) consists of existing residential uses. Therefore, permanent impacts to land use as a result of Alternative 5A and Alternatives 6A/B/C are considered minimal."

   6 to 9 percent of 1,352 acres is 81 to 122 acres of existing commercial, service, and industrial uses converted (14% of 1,657 is 232 acres). As vacant employment generating land in a built-out City like Bell is a rare and valued commodity what is the basis for the Less Than Significant (LTS) conclusion? Each acre of land significantly affects the ability of the City to add jobs. How much land is lost in each jurisdiction? How many jobs does the loss of land represent and what are the economic effects of that and to what extent does it affect cities with high poverty levels?

6. **Page 3.3-43 "ECONOMIC IMPACTS/BENEFITS.** Alternatives 5A and 6A/B/C have the potential for adverse economic impacts on I-710 Corridor cities with high levels of poverty. Cities including Bell and Compton could be most affected by potential losses of sales and property tax revenue

under Alternative 5A, with Commerce, Long Beach, South Gate, and Bell Gardens additionally affected under Alternatives 6A/B/C. By contrast, all I-710 Corridor cities would experience a beneficial impact temporarily from direct jobs (jobs generated during construction) and permanently from indirect job growth (jobs generated as a result of the operation of the project) associated with the build alternatives. For all build alternatives, these additional jobs would be far more numerous than the jobs that might be lost in each city due to business relocations. Moreover, the potential job losses can be reduced or eliminated if businesses are relocated within the same city. The jobs that would be created in the I-710 Corridor due to project construction are not contingent on relocation decisions. To minimize the potential adverse economic impacts to cities with high poverty levels, priority will be given to relocating businesses within the same city."

Where is the data that show how many jobs will be lost with the conversion of employment uses and what is the basis for determining how many jobs will be created with the project? How can the City be assured that the lost businesses will be replaced in the City and what is the effect on local employment and tax revenue? The document states that "Priority will be given to relocating businesses within the same city" by whom? What are the impacts if a business relocates out of its current city? The analysis needs to look at this since "priority" is not evidence that relocating businesses within the same city would occur.

7. **Page 3.3-44**: "Most of the areas through which these arterials [Atlantic] run are projected to have below 50 percent of households, below two times the Federal poverty threshold in 2035. The parking restrictions will apply only to the street parking on these arterials and will not affect off-street, side-street, alley, or parking structure capacity for residents and businesses in these areas. These other parking areas provide sufficient capacity for vehicle parking during peak periods when the arterial parking restrictions will be in effect. Therefore, there would be no disproportionate adverse impact from the imposition of peak period parking restrictions." Parking restriction impacts don't address potential revenue losses for businesses along Atlantic. These businesses primarily serve minorities and may be owned by minorities. What is the effect of loss of access to these businesses by minority populations? What is the economic impact to these businesses due to loss of on-street parking? P. 3.3-30 actually acknowledges impacts on businesses (where the EIR/S discusses complete or partial relocations): "the impact to access and/or parking would result in the business no longer being able to operate due to the loss of access or loss of parking." The City believes that this impact is significant and warrants mitigation. At a minimum the project should provide new off street parking, within a ¼ mile radius of where the parking was removed to accommodate the project.

8. **Page 3.5-79** "...peak period parking restrictions will be implemented as part of Alternatives 5A and 6A/B/C to improve traffic operations on some of the congested arterial roadway segments within the Study Area. Atlantic Blvd., between Pacific Coast Hwy. and State Route 60." This represents approximately 0.75 mile stretch of Atlantic in the City of Bell that would have parking restrictions. How many spaces does this represent? Improvements to local streets should include as a priority incorporation of amenities for bicycles and pedestrians, and transit users. The environmental analysis should determine how "Complete Street" concepts will be incorporated into local street sections being affected by the project.

9. **Pages 3.13-32 through 3.13-34**: This analysis determined that Alternatives 5A and 6A result in an increase of the mobile source air toxic, diesel particulate matter, compared with the No Build

Alternative and that all Alternatives would increase other air toxics like Acrolein and Formaldehyde in the I-710 Study Area compared with the No Build Alternative.

Page 4-40 of Section 4.0 states that, "the build alternatives would result in near-roadway incremental emissions concentrations in a few areas very near I-710. Therefore, the project's long-term impacts are potentially significant and unavoidable at these near-roadway locations," as well as, "These localized increases in emissions are the result of increased total traffic volumes on the facility. Further mitigation of these emissions is not feasible, since Caltrans does not control the emission characteristics of vehicles using the freeway. The forecast emissions take into account the planned reductions in mobile source air toxics (MSAT) emissions as promulgated by regulatory agencies with jurisdiction over MSAT emissions. Further reductions would require additional regulatory controls beyond the authority of Caltrans. Therefore, further mitigation by Caltrans is not technically feasible."

However, according to the Bay Area Air Quality Management District, there have been laboratory studies that have measured the removal rates of particulate matter passing through leaves and needles of vegetation. Particles were generated in a wind tunnel and a static chamber and passed through vegetative layers at low wind velocities. Redwood, deodar cedar, live oak, and oleander were tested. The results indicated that all forms of vegetation were able to remove 65--85 percent of very fine particles at wind velocities below 1.5 meters per second (approximately 3 miles per hour), with redwood and deodar cedar being the most effective. Even greater removal rates were predicted for ultra-fine PM (i.e., aerodynamic resistance diameter of 0.1 micrometer or less). Therefore, mitigation that involves tiered plantings of trees such as redwood, deodar cedar, live oak, and oleander can be installed between mobile sources of air toxics and the sensitive receptors in order to reduce air toxics and PM exposure.

a. Currently, the I-710 ranges from approximately 650 to 800 feet from the nearest residences in Bell. An examination with Google Earth identified an approximate range of 25 – 30 feet of existing landscape median between Bell residences and the LA River Channel in addition to an approximate range of 85 – 110 feet of electric utility transmission easement between the LA River Channel and I-710. Any tiered plantings would have to account for compatibility with overhead electricity transmission facilities. The point is that there is mitigation that has been applied to similar projects. A green screen including the Greening of the LA River is needed to reduce particulate matter generated by the expanded facility. As the project is purchasing right of way to accommodate the road, it should also evaluate the purchase of additional lands to improve the health and air quality through the City.

10. **Page 3.13-58**: "Caltrans is committed to working with SCAQMD, ARB, and EPA to continue to develop data in the I-710 Corridor that will contribute to improved air quality planning and project design in the future. As part of that commitment, the I-710 Corridor Project will provide funding for four new air quality monitoring stations within the I-710 Corridor, per Measure AQ-1 below. This measure would apply to any of the build alternatives:

**AQ-1** Within two years of the approval of a Record of Decision for an I-710 Corridor Project build alternative, the California Department of Transportation (Caltrans shall make a funding contribution to the South Coast Air Quality Management District (SCAQMD) to provide funding for the design and construction of four new air quality monitoring stations within the I-710 Corridor. The new stations will provide for monitoring meteorology (temperature, relative

humidity, pressure, wind speed and direction, and rain) and monitoring the following pollutants: ozone (O3), nitrogen oxide (NO), nitrogen dioxide (NO2), particulate matter less than 2.5 microns in diameter (PM2.5), particulate matter less than 10 microns in diameter (PM10), and carbon monoxide (CO)."

It is unclear how this mitigation measure would, "contribute to improved air quality planning and project design in the future." While such a measure is helpful to record and document ambient air quality, there is no performance standard or any mechanism to reduce air quality emissions.

11. **Page 3.14-5:** "All noise monitoring and modeled locations are shown in Figures 3.14-1 and 3.14-2." This is inaccurate. Figure 3.14-1 provides "Noise Levels of Common Activities."

    The Draft EIR provides noise levels for various locations along the alignment, but provides no existing or post-project noise levels at existing residential uses in the City of Bell. Section 4.0, CEQA acknowledges on pages 4-42 and 4-43 that "traffic noise levels would exceed noise standards in the General Plan for the Cities of Bell..." What are the existing noise levels in the City of Bell from traffic on I-710 and what would they be post-project? What mitigation is proposed in the EIR to reduce project-generated noise levels in the City of Bell?

12. **Page 3.22-2:** Under the heading "Long-term losses resulting from the I-710 Corridor Project," the EIR fails to recognize the economic losses experienced by businesses from parking restrictions in commercial areas. As noted in section 3.5, Traffic, parking restrictions will be implemented on Atlantic Avenue between 7:00 a.m. and 9:00 a.m. and 4:00 p.m. and 7:00 p.m. As many of these businesses have limited off-street parking, these parking restrictions represent a substantial loss of access to businesses in the City of Bell, which would result in severe economic impacts on these businesses that could result in business failure, vacant buildings, and blight. The analysis should identify mitigation measures to determine where additional off-street parking is needed and how the project will guarantee that the necessary off-street parking is provided prior in imposing the proposed parking restrictions.

13. **Page 3.24-5:** "...direct and indirect employee needs will likely be accommodated by the existing labor pool within the Study Area since the unemployment rate in the Study Area currently ranges from 8 percent to 22 percent. Therefore, because of the availability of workers in the local communities, construction of the build alternatives will not increase demand for population or housing in the Study Area and will not result in additional growth-related effects related to population and housing growth." This statement does not take into consideration the specific skills required to perform construction jobs for the project. While the numbers may be present in the Study Area, the skill sets of the local residents may not match the requirements for the jobs. Does the project include training for local residents to ensure a portion of the labor pool comes from the local area? If not, the unemployment rate in the area may remain unchanged and the project would result in additional construction impacts caused by skilled construction workers commuting into the area. A job training program should be required to insure the local hiring target will be reached.

14. The project has the potential, particularly during the construction phase, to disrupt local business and increase unemployment in an area with an already high unemployment rate. Implementation of the project should include policies requiring local sourcing of materials and

labor to reduce mobile source emissions associated with construction related impacts. A job training program should be required to insure the local hiring target will be reached. Sourcing of local materials should be monitored and quantifiable target for local spending and reductions in mobile source emissions should be tracked and reported on as the project progresses.

15. **Page 4-84:** "As discussed above, the proposed project would result in a small decrease (less than 1 percent) in $CO_2e$ emissions within the region in 2035 when compared to the 2035 without project conditions."

    This statement is confusing as it refers to the "proposed project," yet there are four alternatives in addition to the No Build Alternative. Compared with the No Build Alternative scenario, Alternative 5A would increase GHG emissions by 670 tonnes, Alternative 6A would result in a decrease of GHG emissions by 130,000 tonnes, Alternative 6B would result in a decrease of 487,000 tonnes of GHG emissions, and Alternative 6C would result in a decrease of 393,000 tonnes of GHG emissions.

16. **Page 4-84**: "Therefore, it is Caltrans determination that in the absence of further regulatory or scientific information related to GHG emissions and CEQA significance, it is too speculative to make a determination regarding significance of the project's direct impact and its contribution on the cumulative scale to climate change."

    Scientific consensus holds that human activity is releasing greenhouse gases faster than the earth's natural systems can absorb them and that the overabundance of greenhouse gases in the atmosphere has led to measurable warming of the earth and is predicted to severely impact the earth's climate system. The adoption of Assembly Bill 32, the State's Global Warming Solutions Act (AB32), Senate Bill 97, and CEQA guidelines for analysis of greenhouse gases, has provided a clear mandate that climate change must be included in an environmental review for a project subject to CEQA and has outlined how climate change should be addressed in an environmental impact report. Therefore, the citation of the "absence of further regulatory or scientific information related to GHG emissions and CEQA significance" and the determination that "it is too speculative to make a determination regarding significance of the project's direct impact and its contribution on the cumulative scale to climate change" is unfounded. The analysis should state a determination of significance regarding greenhouse gas emissions and climate change impacts.

In summary, while the changes to the I-710 corridor may be inevitable, what is also certain is that there is an opportunity to ensure that this project mitigates more of its environmental and especially air quality impact than previous roadways. For example, the project can add lands adjacent to the travel way to plant trees that are known to reduce diesel particulate matter, local hiring can be augmented by training programs so that local residents can work on the project. Local employees both reduces commute times and makes sure that the residents of the City of Bell get some economic benefit to help balance the disruption we will suffer.

After review of the document, we support alternative 6 because it allows separation of trucks, and for future technology to be integrated into the roadway. We understand that the elevated highway will result in more visual changes, and may make mitigation more challenging, but believe that these issues

can be addressed and that planning a roadway for the future makes more sense than simply building a larger version of the road we are replacing.

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Date: September 5, 2012

**SUBJECT: I-710 EIS/EIS ECONOMIC IMPACTS IN THE CITY OF BELL**

The City of Bell ("City") received a notice of availability for public comment of the Draft Environmental Impact Report/Environmental Impact Statement ("EIR/EIS") for the Interstate-710 Freeway ("I-710") Corridor Project ("Corridor Project"). Written comments are to be submitted no later than September 28, 2012. Interwest Consulting Group, on behalf of the City, has asked RSG to review the EIR/EIS and provide an analysis of the:

(1) Long-term economic impacts on the City as a result of right-of-way acquisitions; and

(2) Short-term economic impacts because of partial closures of on-off ramps during construction of the Corridor Project.

The following memo summarizes RSG's recommended comments regarding the EIR/EIS and the short- and long-term financial impacts in the City.

## SUMMARY OF ECONOMIC IMPACTS

The following is a summary of the Corridor Project's potential financial impacts to the City and Bell Successor Agency:

- The City stands to lose sales and property tax revenues as a result of property acquisition and construction activities associated with the proposed improvements to the I-170 corridor.
- The Bell Successor Agency stands to lose property tax revenues as a result of property acquisitions associated with the proposed improvements to the I-710 corridor.
- The combined City/Successor Agency share of lost property tax revenue as a result of property acquisition could range from $400,000 to as high as $731,000 annually, depending on the Project Alternatives undertaken.

- The City stands to lose approximately $740,000 in annual lease payments from the 13.72 acre surplus property bounded by the I-710 freeway on the west, Eastern Avenue on the east, "I" Street on the north and Mansfield Way on the south.
- The City stands to lose between $47,000 and $157,000 in annual sales taxes during the 80-month construction period as a result of traffic diversions and ramp closures.

**PROJECT SUMMARY**

The California Department of Transportation (Caltrans), in cooperation with the Los Angeles County Metropolitan Transportation Authority (Metro), the Gateway Cities Council of Governments, the Southern California Association of Governments, the Ports of Los Angeles and Long Beach, and the Interstate 5 Joint Powers Authority, propose to make improvements to I-710 between Ocean Boulevard and State Route 60 (SR-60), a distance of approximately 18 miles. The existing I-710 is comprised of eight (8) general-purpose lanes north of Interstate 405 (I-405) and six (6) general-purpose lanes south of I-405. The purpose of the Corridor Project is to:

- Improve Air Quality and Public Health;
- Improve Traffic Safety;
- Modernize freeway design;
- Accommodate projected traffic volumes; and
- Address increased traffic volumes resulting from projected growth in population, employment, and economic activities related to goods movement.

**DEVELOPMENT ALTERNATIVES**

The EIR/EIS analyzes five project alternatives. The alternatives include a No-Build Alternative (Alternative 1) and four alternatives that include widening I-710 up to ten general-purpose lanes (Alternatives 5A, 6A, 6B, 6C) (collectively referred to as "Project Alternatives"). Alternatives 6A/B/C includes all of the proposed improvements within Alternative 5A and the addition of a freight-only corridor. The freight-only corridor consists of four separate freight movement lanes for exclusive use by trucks. The lanes will extend between the southern terminus at Ocean Boulevard and the Intermodal rail yards in Commerce and Vernon (northern terminus). With respect to Alternatives 6 A/B/C, Alternative 6A assumes use of the freight corridor by all trucks, Alternative 6B assumes use of the freight corridor by "zero-emission trucks", and Alternative 6C includes all the improvements from Alternative 6B and a toll system on the freight corridor only.

Table 1, which follows, summarizes the Corridor Project alternatives proposed in the EIR/EIS. For the purposes of this analysis, Alternative 1 was not analyzed since it does not include any

improvements within the I-710 Corridor other than projects that are already planned and committed to be constructed.

**TABLE 1: PROJECT ALTERNATIVES**

| | Alternatives | | | |
|---|---|---|---|---|
| | 5A | 6A | 6B | 6C |
| Freight-Only Corridor | None | 4 Lanes | 4 Lanes - Zero Emission Only | 4 Lanes - Zero Emission Only |
| No. of General Traffic Lanes | 10 Lanes | 10 Lanes | 10 Lanes | 10 Lanes |
| Modernization[1] | Modernize I-710 Geometrics TSM/TDM & ITS | Modernize I-710 Geometrics TSM/TDM & ITS | Modernize I-710 Geometrics TSM/TDM & ITS Automated Guidance (Trucks) | Modernize I-710 Geometrics TSM/TDM & ITS Automated Guidance (Trucks) Toll Trucks |
| Arterial Intersection Improvements | Yes | Yes | Yes | Yes |

[1] Transportation Systems Management/Transportation Demand Management (TSM/TDM) and Intelligent Transportation Systems (ITS)

*Source: EIR/EIS dated June 2012*

## Slauson Interchange

The Project Alternatives include the addition of a freeway interchange at Slauson Avenue ("Slauson Interchange") in the cities of Maywood and Commerce. Although the interchange is not physically within the City of Bell's boundaries, the proposed Slauson Interchange includes an off-ramp that would cut through the northern portion of the City and directly feed vehicular traffic to Bandini Boulevard into the City and the Cheli Industrial area. For Alternative 6A/B/C, the Slauson Interchange includes three design options as follows:

- **Option 1** – applies to Alternatives 6A/B/C and provides access to Washington Boulevard using three ramp intersections at Washington Boulevard.
- **Option 2** – applies to Alternatives 6A/B/C and provides access to Washington Boulevard using two ramp intersections at Washington Boulevard.
- **Option 3** – applies only to Alternative 6B and removes access to Washington Boulevard at its current location. The ramps at the I-710/Washington Boulevard Interchange would be removed to accommodate the proposed freight-corridor ramps in and out of the rail yards. The southbound off-ramp and northbound on-ramp access would be accommodated by Alternative 6B in the vicinity of the existing interchange by the proposed new southbound off-ramp and the northbound on-ramp at Oak and Indiana Streets. These two ramps are proposed as mixed-flow ramps (freight connector ramps that would also allow automobile traffic). However, the southbound on-ramp and the northbound off-ramp traffic that previously used the Washington Boulevard Interchange

would be required to access the Atlantic/Bandini Boulevard Interchange located south of the existing Washington Boulevard Interchange to reach I-710.

**Arterial Intersection Improvements**

The Project Alternatives also include right-of-way improvements to 42 local arterial intersections within the I-710 Corridor. Improvements generally consist of lane restriping and/or widening to provide additional intersection turn lanes that will reduce traffic delay and improve intersection operations for those intersections that contain congested traffic and traffic jams. In the City, improvements are proposed at the Atlantic-Florence intersection and include the addition of a separate right-turn lane on the southbound approach and a left-turn lane (change from single to dual left) on the northbound approach[1]. Parking restrictions are also proposed on Atlantic Boulevard during peak periods (6 A.M. to 9 A.M., 4 P.M., and 7 P.M.) to increase traffic capacity by one lane in each direction[2]. Economic impacts to businesses due to parking restrictions were not analyzed because of a lack of sufficient data provided in the EIR/EIS and time needed to prepare an analysis within the scope of the project. However, it should be noted that imposing parking restrictions on Atlantic Boulevard during peak hours could have a significant impact on traffic-dependant businesses with a lack of off-street parking available to accommodate patrons. At the City's request, RSG could provide a more detailed analysis of whether there will be any long-term financial impacts to businesses as well as to the City as a result of parking restrictions imposed on Atlantic Boulevard.

**LONG-TERM ECONOMIC IMPACTS**

Based on the Project Alternatives presented in the EIR/EIS, the City will, at a minimum, incur long-term financial impacts as a result of the proposed right-of-way acquisitions to add two general-purpose lanes. The Project Alternatives also include the partial and full acquisition of properties within the City boundaries, which depend on the alternative undertaken and associated improvements. Table 2 provides a summary of the partial and full right-of-way property acquisitions for the various Project Alternatives in the City, which could require the right-of-way acquisition of up to 41 properties. The potential impact of these right-of-way acquisitions, which is discussed in the following sections, would be in the form of a loss of annual property and sales taxes that the City receives.

[1] EIR/EIS "2.0 Project Alternatives" Table 2.4-2 Arterial Intersection Improvements
[2] EIR/EIS "2.0 Project Alternatives" Page 2-53

**TABLE 2: PROPOSED PROPERTY ACQUISITIONS**

| | Arterial Intersection[1] | Alternatives | | | |
|---|---|---|---|---|---|
| | | 5A | 6A/B/C Option 1 | 6A/B/C Option 2 | 6A/B/C Option 3 |
| Full Take | 1 | 8 | 13 | 17 | 8 |
| Partial Take | 3 | 17 | 15 | 16 | 12 |
| Utility Take | 0 | 0 | 4 | 4 | 1 |
| TCE Only | 0 | 4 | 2 | 0 | 0 |
| **Total** | **4** | **29** | **34** | **37** | **21** |

[1] Atlantic-Florence intersection

*Source: Right-Of-Way Imapct Report Interstate 710 Corridor Project November 2011 by URS*

Table 3 summarizes the properties proposed to be acquired for each Project Alternative by their existing land use. Based on the right-of-way acquisitions proposed for each of the Project Alternatives, a majority of the properties that will be acquired are owned by a government agency or currently utilized for a public use such as utilities, railroad, or flood control. Commercial/Industrial land uses make up the second highest of proposed right-of-way acquisitions for the various proposed Project Alternatives.

**TABLE 3: PROPOSED ACQUISITION PARCELS BY LAND USE**

| Land Use[1] | Arterial Intersection | Alternatives | | | |
|---|---|---|---|---|---|
| | | 5A | 6A/B/C Option 1 | 6A/B/C Option 2 | 6A/B/C Option 3 |
| Commercial/Industrial | 4 | 9 | 9 | 10 | 9 |
| Residential | 0 | 0 | 1 | 1 | 0 |
| Flood Control | 0 | 3 | 6 | 6 | 3 |
| Government Agency | 0 | 6 | 6 | 7 | 4 |
| Railroad | 0 | 4 | 6 | 6 | 1 |
| Utility | 0 | 7 | 6 | 7 | 4 |
| **Total** | **4** | **29** | **34** | **37** | **21** |

[1]Land use data from EIR/EIS and Right-Of-Way Impact Report

*Sources: Right-Of-Way Impact Report by URS November 2011 and EIR/EIS Table L-1 Parcel Acquisitions*

**Property Tax Impacts**

The full or partial acquisition of properties to be converted for right-of-way use results in the permanent loss of assessed property value on the tax roll and therefore, a permanent loss of property tax revenue for the City of Bell. Property tax revenue is calculated by applying the constitutionally limited tax rate of one (1) percent to a property's secured and unsecured assessed value as determined by the Los Angeles County Assessor. Of the total property taxes collected in any fiscal year, the City is entitled to receive approximately 5.4 percent[3].

The EIR/EIS estimated the loss of property taxes based on taxes paid in fiscal year 2008-09 and 2011, representing the total amount collected by the Los Angeles County Tax Collector.[4] As a result, the City's share of property tax lost as a result of right-of-way acquisitions was not taken into account. RSG conducted an updated analysis using fiscal year 2011-12 property tax data and applied the City's share of property tax revenue since the City is not entitled to receive all of the property tax revenue collected. Similar to the EIR/EIS analysis that was conducted, RSG assumed the following: (1) for full property acquisitions, the total amount paid in property tax was used to calculate the potential loss in property tax revenues and (2) for partial acquisitions only the percentage of the parcel that would be acquired was used to calculate the potential loss in property tax revenues. The EIR/EIS did not identify the extent of the partial acquisitions but upon review of the Corridor Project conceptual design drawings, RSG estimated partial acquisitions to be limited to 20 percent of the total property acquisitions.

An additional aspect of the proposed right-of-way acquisitions, that was not addressed in the EIR/EIS, pertains to the location of properties in a former redevelopment project area ("Project Area") established by the former Community Redevelopment Agency of the City of Bell ("Redevelopment Agency"). The Project Area contains three (3) sub-areas: Area 1 (Cheli 1), Area 2 (Cheli 2) and Area 3 (87 Annex Area). Due to right-of-way acquisitions proposed in the EIR/EIS for properties within the Project Area, the City and Successor Agency to the former Redevelopment Agency ("Successor Agency") may incur a significant loss in property tax revenue. The reason for this is due to the unique method prescribed by the California Community Redevelopment Law in which property tax revenue is distributed for properties in the Project Area versus other areas within the City.

Chart 1 compares the total property tax revenue collected in FY 2011-12 and estimated loss of the City and Successor Agency's share of property tax revenue based on the four Project Alternatives proposed in the EIR/EIS. It should be noted that the Corridor Project could result in the acquisition of up to a maximum of 41 properties, of which 28 would be owned and/or used for public purposes and therefore would not generate secured or unsecured property tax.

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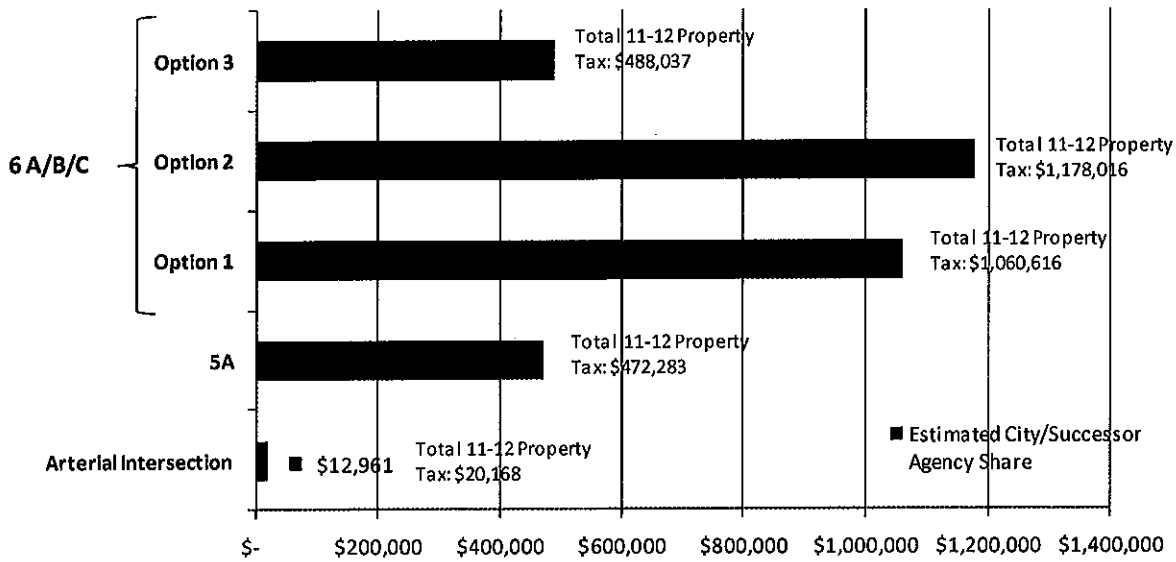
[3] Los Angeles County Auditor Controller 1% General Levy Breakdown Report
[4] EIR/EIS "3.3 Community Impacts" Page 37

**CHART 1: FY 2011-12 PROPERTY TAX IMPACTS BASED ON I-710 CORRIDOR ACQUISITION ALTERNATIVES**




**Notes:**
1. Arterial Intersection contains the Atlantic-Florence Intersection.
2. Due to a lack of specificity of the impact of partial acquisitions in the EIR/EIS, parcels that were subject to a partial acquisition were adjusted to estimate a 20% reduction of property tax revenue.
3. Successor Agency' share is based on an application of the percentage of net tax increment received by the Successor Agency in relation to the total gross tax increment generated in FY 2011-12. The percentage is then applied to the property tax generated by parcels in the Cheli 1, Cheli 2, and 87 Annex redevelopment project areas. Successor Agency's share is a n preliminary estimate and does not take into account the City's share of statutory pass through payments or residual balance of tax increment that may be derived in the future.
4. City's share is based on its proportionate share of the 1% General Levy.

*Source: Los Angeles County Auditor Controller - Fiscal Year 2011-12 Tax Rolls*

As shown in Chart 1, the parcels that are proposed to be acquired based on the EIR/EIS Project Alternatives generate between $472K to $1.2M in property taxes on an annual basis. Based on these amounts, the City and Successor Agency share of property taxes collected could range from an estimated $400K to as high as $731K annually, depending on the project alternative that is chosen. An analysis of the Project Alternatives proposed reveals that the City and Successor Agency's share of lost property tax revenue is, on average, approximately 71% of the total property tax revenue collected on an annual basis. It should be noted that any future reduction in property tax revenues generated within the Project Area could have a significant impact on available revenues to pay debt service, city-redevelopment agency loans, and administrative costs associated with the dissolution activities of the former Redevelopment Agency.

**Sales Tax Impacts**

Sales tax revenue is generated by retail sales through point-of-sale contact. Not all businesses generate sales tax and most industrial businesses generate minimal sales tax revenue. According to the EIR/EIS, there will be up to 27 businesses that would be affected as a result of property acquisitions, which are located in the northern portion of the City along Gage Avenue, Lindbergh Lane, Bandini Boulevard, and Rickenbacker Road. The businesses proposed to be displaced as a result of right-of-way acquisitions are currently industrial and are primarily used for packaging and distribution facilities, which do not result in any direct sales of products to a consumer. Therefore, the acquisition of property would not result in the permanent loss of sales tax to the City.

**Surplus Property Acquisition**

As part of the long-term economic impact analysis of right-of-way acquisitions, the Project Alternatives propose the full acquisition of a 13.72-acre property bounded by the I-710 freeway on the west, Eastern Avenue on the east, "I" Street on the north and Mansfield Way on the south located within the City (also known as the Surplus Property). The City currently owns the property and leases it to the Burlington Northern and Santa Fe Railway Company ("BNSF") to store tractor-trailer storage containers. Since the property is currently a public use, it does not generate property tax revenue for the City of Bell. However, since the City owns the property, it generates a substantial amount of lease revenue that benefits the City's General Fund, which amounts to approximately $739,781 in gross annual lease revenue.[5] The following analysis presents an estimate of potential loss in lease revenue and the estimated market value of the Surplus Property today, in order to provide a summary of the potential economic impacts from its potential acquisition.

Chart 2 presents an analysis of the financial impact that the City may incur as a result of lease revenue lost from the Surplus Property and categorizes the amount of revenue based on the remaining term of the current lease (six years) and the assumed extension of the lease for an estimated period of 15 years. The fifteen-year period is provided as a basis of comparison and does not constitute any written agreement to extend the term of the lease past the remaining six years.

[5] City of Bell FY 2012-13 Adopted Budget

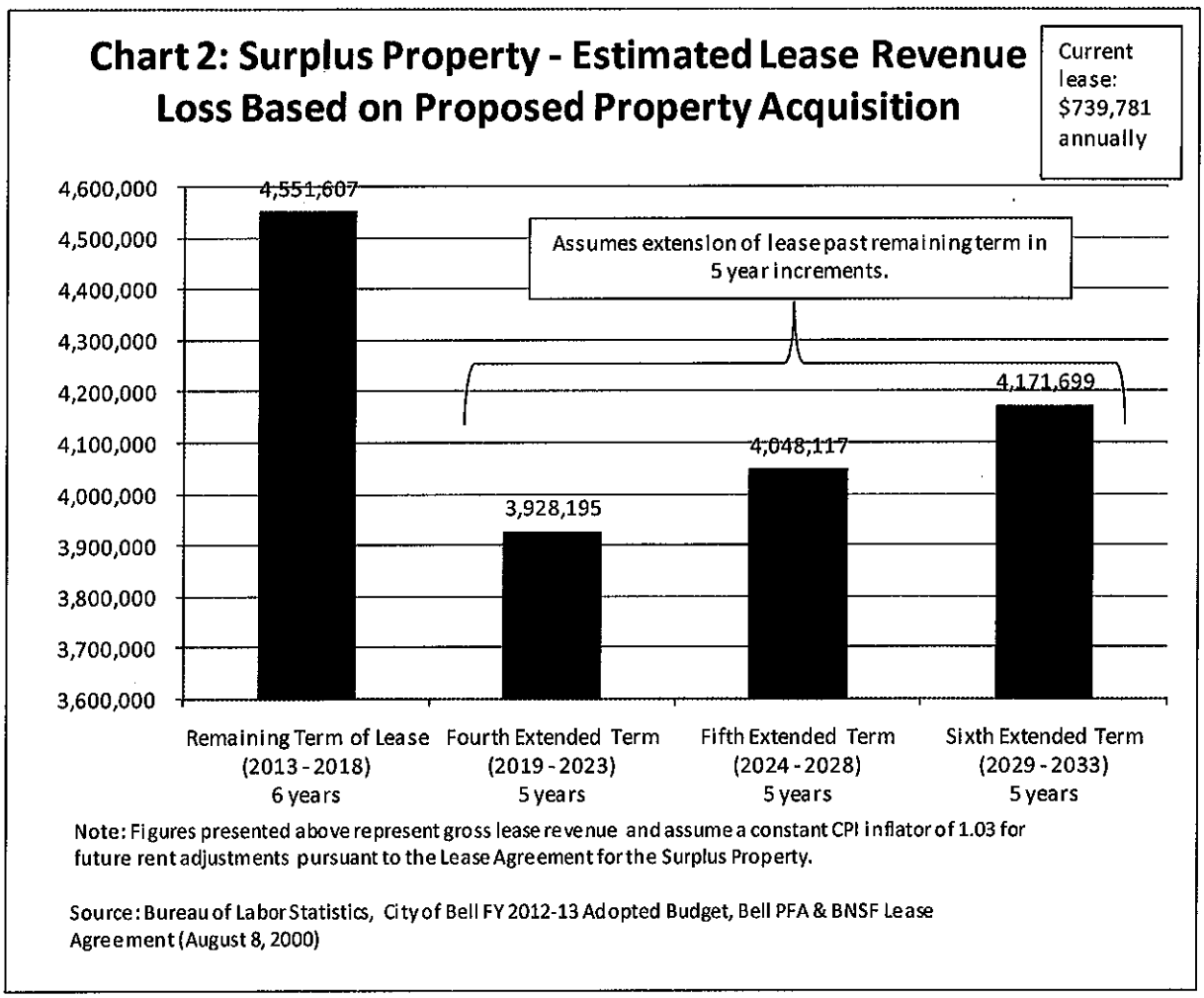



Chart 2, as shown above, reveals that the City is projected to receive approximately $4.5M in gross lease revenue during the remaining term of the lease (2013-2018). Furthermore, if the lease is assumed to be renewed past the original term of the lease (five year increments assumed), the City is projected to receive approximately $12.1M over an estimated 15 year period. Although the market rate for similar properties is $.20 per square foot per month, the assumed extension periods use the current lease rate ($.10 per square foot per month) as a conservative estimate of future lease revenue. Table 4, which follows, provides an analysis of the estimated market value of the Surplus Property based on market comparables in the City and neighboring communities.

| Surplus Property - Market Value Analysis | Table 4 |
|---|---|
| **I-710 Corridor Project** | |
| | |
| **Revenues** | **10/11 Actual** |
| Money & Property Use | 447 |
| Other Revenues | 739,334 |
| **Total** | **739,781** |
| | |
| **Expenditures** | **10/11 Actual** |
| Operations | 9,310 |
| Capital Outlay | 1,027 |
| **Total** | **10,337** |
| | |
| NOI | 729,444 |
| Cap Rate[1] | 0.078 |
| **Market Value** | **9,369,360** |

[1] Represents a median Cap rate based on market comparables with similar property characteristics within the City of Bell and adjacent cities.
Source: City of Bell FY 2012-13 Adopted Budget, Loopnet

As shown in Table 4, the estimated market value of the Surplus Property is approximately $9.4M. However, this assumes a cap rate of 7.8%, based on market comparables, and a Net Operating Income ("NOI") derived from FY 2010-11 actual revenues and expenditures. The analysis in Table 4 also uses the current price per square foot of the Surplus Property, which is $.10 per square foot per month. Based on preliminary research of market comparables, the current price per square foot per month is approximately $.20 per square foot, which could equate to an estimated market value of approximately $18M. However, further analysis would need to be conducted to determine an accurate market price for the Surplus Property.

## SHORT-TERM ECONOMIC IMPACTS

The following analysis provides a summary of the short-term economic impacts based on the closure of on and off-ramps during the construction period for the Corridor Project. The analysis quantifies the short-term economic impacts incurred by the City through the loss of sales tax revenue. Within the City, the Project Alternatives propose improvements to the Florence Avenue Interchange and Atlantic-Bandini Interchange along with the addition of the Slauson Interchange. The Florence Avenue interchange ("Florence Interchange") is the only I-710 interchange that provides direct vehicular access into the central part of the City, which contains all of the City's residential and supporting commercial uses. The northern portion of the City,

which is surrounded by the cities of Bell Gardens, Commerce, and Maywood, consists of the Cheli Industrial area and includes I-710 access from the Atlantic-Bandini Interchange.

The EIR/EIS divides the Corridor Project into seven (7) geographical segments. Improvements in the City are located in Segments 5 and 6[6]. According to the EIR/EIS, the Corridor Project is estimated to be completed in eight (8) years **if** right-of-way certification is obtained, funding and contractor resources are available, and construction for the entire project occurs concurrently.[7] The Corridor Project Transportation Management Plan ("TMP") proposes that ramp closures will be limited to weekend closures and up to one week during the 8-year period. The TMP also indicates that no simultaneous adjacent interchange arterial or ramp closures will be undertaken. The TMP will be finalized during the final design but not until funding and final staging/phasing is determined. Table 5 provides a summary of the duration of construction for each of the identified geographical segments based upon the four indentified Project Alternatives. As indicated in Table 5, Segments 5 and 6, which affect the City, are anticipated to be completed within 80 and 93 months respectively.

**TABLE 5: ESTIMATED CONSTRUCTION DURATION (MONTHS)**

| Segment | Limits | Alternative 5A Duration[1] | Alternative 6A/B/C Duration[1] |
|---|---|---|---|
| 1 | Ocean Boulevard to Willow Street | 81 | 81 |
| 2 | Wardlow Road to Del Amo Boulevard | 77 | 77 |
| 3 | Long Beach Boulevard to Alondra Boulevard | 85 | 85 |
| 4 | Rosecrans Avenue to Firestone Bouelvard | 54 | 54 |
| 5 | Clara Street to Slauson Avenue | 80 | 80 |
| 6 | Atlantic Boulevard to Washington Boulevard | 93 | 93 |
| 7 | I-5 to SR-60 | 12 | 36 |

[1] Construction of all segments to occur currently depending on right-of-way certification, funding and contractor resources are available.

*Sources: Right-Of-Way Impact Report (November 2011) by URS, EIR/EIS Chapter 2.0 Project Alternatives (June 2012)*

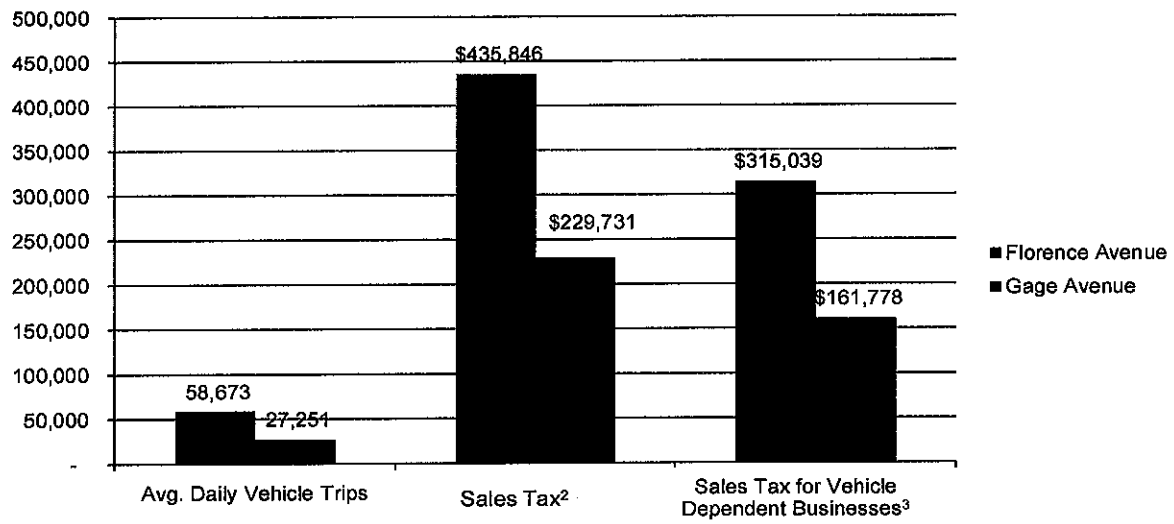
[6] The temporary loss of sales tax was not analyzed for businesses in Segment 6 because none of the businesses in this Segment (Cheli Industrial area) appear to generate measurable sales tax.
[7] EIR/EIS Project Alternatives pg. 2-72

**Sales Tax Impacts**

As described earlier, the Project Alternatives in the EIR/EIS propose improvements to the Florence Avenue Interchange. Although freeway ramp improvements may have beneficial long-term economic impacts such as improved access and safety, it is not without short-term economic impacts on the community. Traffic-dependent businesses such as gas stations, restaurants, and convenience stores are major land users of freeway interchanges. Most of these businesses choose their location based on the average daily traffic ("ADT") through the area and site accessibility factors. The City includes three main commercial corridors, Florence and Gage Avenues, which provide east-west vehicular traffic, and Atlantic Avenue, which provides north-south vehicular traffic.

As stated previously, Florence Avenue is the only arterial in the City with direct vehicular traffic on/off the I-710 freeway and any improvements proposed impose short-term economic impacts as a result of lost sales tax revenue. In order to analyze the potential short-term economic impacts, the following analysis uses another major arterial (Gage Avenue) with similar land uses, east-west vehicular traffic, and businesses to compare traffic patterns and sales tax generation. Chart 3, which follows, compares the traffic volumes, overall sales tax, and sales tax for vehicle-dependent businesses for Florence and Gage Avenues.

**CHART 3: FLORENCE AVENUE VS. GAGE AVENUE[1]**




[1] Analysis is limited to businesses and vehicle trips between the I-710 freeway and Atlantic Avenue.

[2] Includes all businesses, for CY 2011.

[3] Vehicle dependent businesses include service stations, restaurants, and markets.

*Sources:Traffic Counts from ESRI Business Analyst Online, Sales Tax data from HdL Companies*

According to traffic counts obtained from ESRI Business Analyst Online, Florence Avenue has over twice as many average daily traffic trips (58,673) than Gage Avenue (27,251)[8] between the I-710 and Atlantic Avenue. Chart 3 also shows that the amount of sales tax generated significantly differs between Florence and Gage Avenues.

Approximately 14 percent of the City's General Fund revenues are derived from sales tax revenue. According to City sales tax records, businesses in the City generated approximately $1.65 million in sales tax in 2011. In 2011, Florence Avenue generated 90 percent more sales tax revenue ($435,846) in comparison to Gage Avenue ($229,731). Similarly, traffic-dependent businesses on Florence Avenue generated approximately 95 percent more sales tax ($315,039) than similar businesses on Gage Avenue ($161,778). Based on these results, it can be deduced that sales tax revenue is correlated to vehicular traffic and any disruption that would result in the loss of vehicle trips will have a financial impact on the City's sales tax revenue.

[8] Ramp volume counts were not conducted for the Florence Interchange according to the EIR/EIS Traffic Impact Analysis ("TIA").

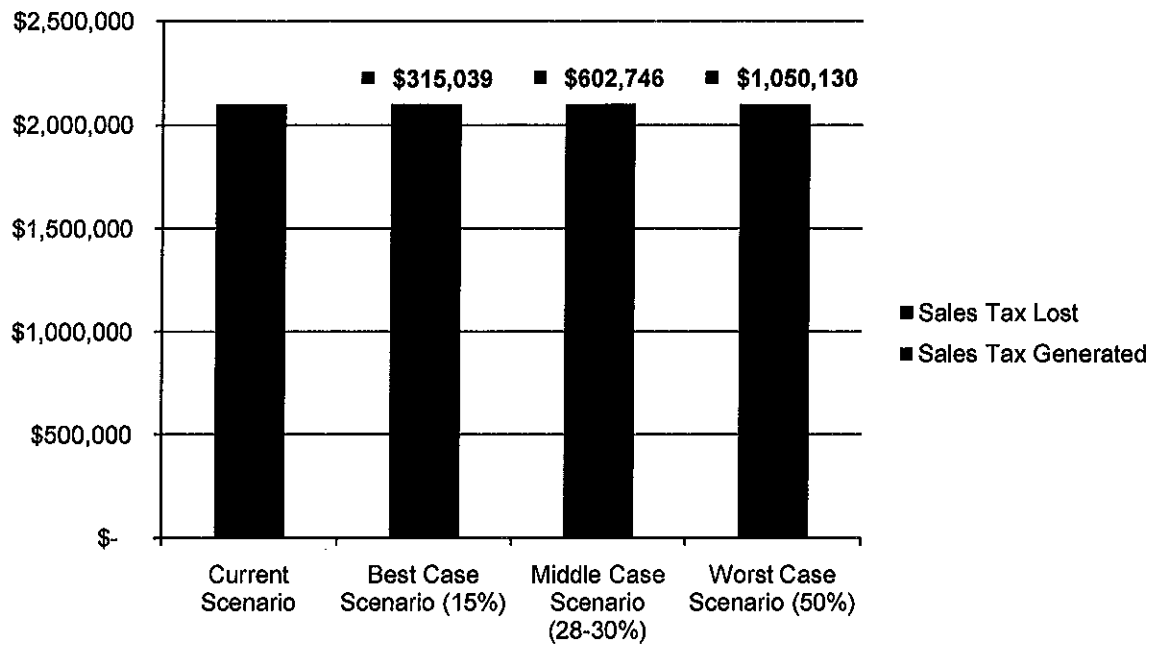
Chart 4, which follows, provides an estimate of the City's loss of sales tax during the Corridor Project construction period. Since a detailed construction schedule was not provided in the EIR/EIS, RSG estimated the City's loss of sales tax revenue based on three different construction scenarios.

- **Scenario 1: Best Case Scenario** – This scenario assumes that during the construction period the Florence Interchange would only be closed 15 percent of the time during construction. The City's General Fund will lose approximately $47,256 annually or $315,039 during the construction period.

- **Scenario 2: Middle Case Scenario** – As indicated in the EIR/EIS, ramps will be closed on weekends and 1 week during the construction period. Scenario 2 estimates the Florence Interchange would be closed for this full period, approximately 733 days during the 80-month construction period. This would equate to approximately $90,367 annually or $602,746 during the construction period.

- **Scenario 3: Worst Case Scenario** – Although not likely, this scenario assumes the Florence Interchange will be closed for 50 percent of the 80-month construction period. The General Fund will lose approximately $157,520 annually or $1,050,130 during the construction period.

**CHART 4: TEMPORARY LOSS OF SALES TAXES DUE TO PROJECT BASED ON 80 MONTH CONSTRUCTION PERIOD**




Notes:

(1) Construction period for Segment 5 is estimated to be 80 months (6.5 years). According to the TMP, closure of freeway ramps will be limited to weekend closures and one week.
(2) Current Scenario assumes sales taxes generated in 2011 remains the same during the Corridor Project construction period if there will be no financial impacts.
(3) Least Impact Scenario assumes 15 percent reduction of vehicular trips due to ramp closures.
(4) Middle Scenario assumes 28 percent reduction in vehicular trips based on total number of days freeway ramps may be closed (weekends and one week).
(5) Worst Case Scenario assumes a 50 percent reduction in vehicular trips to mirror similar traffic behavior as Gage Avenue.

*Sources: EIR/EIS June 2012, ESRI Business Analyst Online, HdL Companies*

Chart 4 summarizes the potential loss of sales tax revenue during the 80-month construction period for the three scenarios detailed above. As stated previously, the loss of sales tax is temporary and improvements to I-710 may result in an increase in sales tax revenue once the improvements are completed. Because sales tax revenue is a major funding source of the General Fund, the City should make budgetary adjustments to plan for the potential reduction in sales tax revenue during the course of the construction period.

# City of Bell
# Agenda Report

DATE: September 12, 2012

TO: Mayor and Members of the City Council

FROM: Debra Kurita, Interim Community Services Director

APPROVED BY: Joe Perez
for Doug Willmore, City Manager

SUBJECT: Street Tree Maintenance Contract Amendment

RECOMMENDATION:

Approve Amendment No. 2 to the Agreement with West Coast Arborists for Street Tree Maintenance Services for FY 2012-13 in an amount not to exceed $60,000 with two one-year options.

BACKGROUND:

Over the past decades, the City of Bell has contracted with private firms to trim the street trees on a one-year cycle. As most cities perform these services on an extended cycle, from three to seven years, one of the budget reduction strategies approved in the FY 2012-13 budget was to lengthen this program to a three-year cycle. This action by the City Council resulted in a reduction in the Lighting and Landscaping District tax assessment for property owners in the City of Bell.

In January 2004, after a competitive bidding process, the City awarded a Tree Maintenance Agreement to West Coast Arborists, Inc for five years with an option to extend the agreement annually for up to five years. The original agreement provided that the City would pay $44.00 per tree for the annual tree maintenance with an estimated annual cost ranging from $122,000 to $139,000 depending on the number of trees trimmed and planted during the year. In October, 2012 the City Council approved an amendment to the agreement which revised the scope of work, reduced the annual per tree cost to $40.00, established the contract in an amount not to exceed $130,000 and extended the term to June 30, 2012.

To help to offset the City's expenses, West Coast Arborists has offered an additional five percent reduction in the unit cost for the tree trimming to $38.00 per tree and to maintain that rate for an additional three years. Staff has reviewed the results of recent competitive bid processes in other cities and has found that this is a very favorable rate. (See Exhibit A) Given these circumstances, it is recommended that the City Council approve an amendment to the agreement with West Coast Arborist to reduce the annual per tree cost for street tree trimming and extend the term to June 30, 2013 with two one-year options to June 30, 2015.

## FINANCIAL IMPACT

The funds for this contract is allocated in the Lighting and Landscaping District account for professional services (45-525-3740-0235). There is no impact on the General Fund.

Attachments: Exhibit A: Price Comparison of Tree Pruning Services
Amendment No. 2 to Agreement with West Coast Arborists
Proposal with Cost Reduction from West Coast Arborists
Agreement with West Coast Arborists

## Price Comparison for Tree Pruning Services

| City | | Tree Pruning Price |
|---|---|---|
| Bell (Proposed) | | $ 38.00 |
| Diamond Bar | | $ 40.00 |
| Pomona | | $ 40.00 |
| Azusa | | $ 41.40 |
| Irwindale | | $ 41.40 |
| Commerce | | $ 41.70 |
| West Covina | | $ 44.00 |
| Norwalk | | $ 44.00 |
| La Palma | | $ 44.00 |
| Bellflower | | $ 44.85 |
| Covina | | $ 45.00 |
| South Gate | | $ 45.75 |
| Lakewood | | $ 46.00 |
| Paramount | | $ 46.75 |
| Rosemead | | $ 47.00 |
| Claremont | | $ 49.00 |
| Temple City | | $ 52.00 |
| South Pasadena | | $ 55.00 |
| San Gabriel | | $ 55.00 |
| San Dimas | | $ 58.80 |
| Vernon | | $ 62.30 |
| Santa Fe Springs | Avg. | $ 70.35 |
| La Verne | | $ 90.00 |
| Whittier | | $ 90.00 |

AMENDED AND RESTATED AGREEMENT FOR TREE MAINTENANCE
CONTRACTUAL SERVICES BETWEEN CITY OF BELL
AND WEST COAST ARBORISTS, INC.

**THIS AMENDMENT AND RESTATED AGREEMENT FOR TREE MAINTENANCE** ("Amendment and Restated Agreement") by and between the **CITY OF BELL** ("City") and West Coast Arborists, Inc., ("Contractor") (collectively "Parties") is effective as of the 1st day of July, 2012.

**RECITALS**

A. City and Contractor entered into that certain Tree Maintenance Agreement dated July 1, 2003 ("Agreement"), whereby Contractor agreed to provide tree maintenance services for the City.

B. City and Contractor entered into Amendment No.1 of the Agreement to revise the scope of Work, to extend the term thereof and to include additional compensation to the original Contract Amount for tree maintenance services between October 26, 2011 and June 30, 2012.

C. City and Contractor desire to amend the Agreement to extend the term thereof, to revise the Schedule of Compensation, and to include additional compensation to the Contract Amount for tree maintenance services between July 1, 2012 and June 30, 2013 with the option of two more one-year additional extensions based on the performance of the contractor and availability of funds.

D. The entire Original Agreement and its Amendment No. 1 are hereby amended in entirety and superseded by this Amended and Restated Agreement.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

## ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough,

competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform

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

1.6 Care of Work.

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

1.7 Warranty.

Contractor warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand. This provision may be waived in

Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

1.8 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.9 Further Responsibilities of Parties.

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

1.10 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Agreement Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Agreement Sum or $25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than

Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

## ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, for the period of July 1, 2012 to June 30, 2013 shall not exceed $60,000, unless additional compensation is approved pursuant to Section 1.10. For the period of July 1, 2012 to September 12, 2012, Contractor shall perform the Work at the rate established in Schedule of Compensation Exhibit A of Amendment No. 1 of the Agreement. The rate of compensation for the period of September 13, 2012 to June 30, 2013 and if extensions are awarded for June 30, 2013 to June 30, 2015, shall be as established in the Schedule of Compensation attached hereto as Exhibit "C".

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses if an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

**ARTICLE 3. PERFORMANCE SCHEDULE**

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time periods established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time periods specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Agency, if the Contractor

shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forth five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section X, pertaining to indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

## ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor (Principals) are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(Name) (Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be

under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

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

4.4 Independent Contractor.

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

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the Agency to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Agency. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Agency. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of Agency.

## ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of $100,000 per person and $300,000 per occurrence and

property damage liability limits of $150,000 per occurrence or (ii) combined single limit liability of $1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City Manager or other designee of the City due to unique circumstances.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days

prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____

Agent Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional

services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Performance Bond.

Concurrently with execution of this Agreement, and if required in Exhibit "B", Contractor shall deliver to City performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.5 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.

## ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete

and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest.

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, revise or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such

information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not

reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies Are Cumulative.

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

7.6 Legal Action.

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

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Five-Hundred Dollars ($500) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Agency, except that where termination is due to the fault of the Agency, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the

compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

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

## ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Agency Officers and Employees.

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

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the Agency shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

## ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF BELL, City Hall, 6330 Pine Avenue, Bell, California 90201 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

**CITY:**

CITY OF BELL

_____
City Manager

ATTEST:

_____
City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

_____
David Aleshire, City Attorney

**CONTRACTOR:**

West Coast Arborists

By:_____
Name:
Title:

By:_____
Name:
Title:

Address:_____
_____
_____

**Two signatures are required if a corporation**

**NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.**

STATE OF CALIFORNIA )
) ss.
COUNTY OF LOS ANGELES )

On _____, 2011, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Notary Signature (Seal)

STATE OF CALIFORNIA )
) ss.
COUNTY OF LOS ANGELES )

On _____, 2011, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Notary Signature
(Seal)

**EXHIBIT "A"**
**SCOPE OF SERVICES**

**I. Contractor will perform the following Services:**

a. Annual tree trimming based on a time and a schedule to be agreed upon by Contractor and City's Public Works Maintenance Operations.
b. Tree and stump removal by assignment from City's Public Works Maintenance Operations.
c. Tree raising by assignment from City's Public Works Maintenance Operations.
d. Tree removal by assignment from City's Public Works Maintenance Operations.
e. Palm tree skinning by assignment from City's Public Works Maintenance Operations.
f. Tree planting by assignment from City's Public Works Maintenance Operations.
g. Tree watering by assignment from City's Public Works Maintenance Operations.
h. Inventory services by assignment from City's Public Works Maintenance Operations.

**II. Contractor shall provide all labor materials, tools, services and transportation necessary for the performance of these services.**

**III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City appraised of the status of performance by delivering the following status reports:**

Monthly activity reports

**IV. All work is subject to review and acceptance by the City, and must be performed by the Contractor without additional charge to the City until found satisfactory and accepted by City.**

**EXHIBIT "B"**
**SPECIAL REQUIREMENTS**
**(Superseding Contract Boilerplate)**

1. Section 1.8 "Prevailing Wages" is revised in its entirety as follows:

"Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. At this time, Contractor represents that the Services being performed are not part of the applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws. However, if at any time, the Department of Industrial Relations or any applicable law determines that contract of this nature is subject to prevailing wages, then the Contractor agrees to fully comply with such Prevailing Wage Laws at such time. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws now or at any other time."

2. Section 3.5 "Term of Agreement" shall be replaced with the following:

"The term of this Amended and Restated Agreement shall commence as of July 1, 2012, and continue through June 30, 2013. This Amended and Restated Agreement may be annually extended upon request and approval by the City Manager for an additional 24 months until June 30, 2015 based on the City's evaluation of the contractor's performance and the availability of funds."

## EXHIBIT "C"

## SCHEDULE OF COMPENSATION

**I. Contractor will be compensated for Services according to the following fee schedule:**

For the period of July 1, 2012 to September 12, 2012, Contractor shall perform the Work at the rate established in Schedule of Compensation Exhibit A of Amendment No. 1 of the Agreement.

The rate of compensation for the period of September 13, 2012 to June 30, 2013 and if extensions are awarded for June 30, 2013 to June 30, 2015, shall be as follows:

| DESCRIPTION | UNIT | UNIT PRICE |
|---|---|---|
| Grid or Annual Tree Maintenance | Each | $ 38.00 |
| **ADDITIONAL SERVICES:** | | |
| Tree Raising | Each | $ 22.00 |
| Complete tree and stump removal | Inch (DBH) | $ 15.00 |
| Stump only removal | Inch | $ 5.00 |
| Palm Tree Skinning | Per foot | $ 7.00 |
| Tree Planting (includes tree, labor, materials)<br>15 gallon tree without root barrier<br>15 gallon tree with root barrier<br>24 inch box without root barrier<br>24 inch box with root barrier | <br>Each<br>Each<br>Each<br>Each | <br>$ 95.00<br>$ 80.00<br>$ 195.00<br>$ 160.00 |
| Tree Watering | Day | $ 360.00 |
| Crew Rental (3 men, aerial unit, dump truck and chipper) | Hourly | $ 150.00 |
| Crew Rental (2 men with equipment) | Hourly | $ 100.00 |
| Crew Rental (1man with equipment) | Hourly | $ 50.00 |
| Emergency call out (Evening, Holiday And or Weekend) | Hourly | $ 200.00 |
| Tree Maintenance – Service Requests (based on Crew Rental Rate)<br>Small variety, (0-6" dbh) | per tree | $ 35.00 |

| | | |
|---|---|---|
| Medium variety, (7-16" dbh)<br>Large variety, (over 16") | per tree<br>per tree | $ 75.00<br>$ 155.00 |
| GPS Tree Inventory | Lump Sum | No Fee |

**II. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:**

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate or applicable fee for the work performed.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**III. The total compensation for the Services shall not exceed $60,000 as provided in Section 2.1 of this Agreement.**

**EXHIBIT "D"**
**SCHEDULE OF PERFORMANCE**

See Exhibit "A."

August 30, 2012

City of Bell
***ATTN: Debra Kurita***
6330 Pine Ave
Bell, CA 90201

**RE: Proposal with Cost Reduction**

Dear Ms. Kurita,

As you know, the term of the agreement for tree maintenance services expired on June 30, 2012. We recognize that municipalities, including Bell, remain challenged by substantial reductions in revenue and increased operating costs. **To help offset the City's expenses, we would like to offer a 5.0% discount on the current unit price for grid pruning effective immediately and holding the prices the same over three (3) years until June 30, 2015.** Please see attached Price Schedule. We understand the City has the option to terminate this contract with a 30-days notice at any time.

We appreciate your consideration in this matter and look forward to continuing a successful business relationship with the City of Bell. Should you have any questions or require additional information, please do not hesitate to call me at (800) 521-3714.

Sincerely,

Victor M. Gonzalez
Vice President

Enclosure



**West Coast Arborists, Inc.**
2200 E. Via Burton Street • Anaheim, CA 92806 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745

# CITY OF BELL
# SCHEDULE OF COMPENSATION
# TREE MAINTENANCE SERVICES
# FY12-13 through FY14-15

| DESCRIPTION | UNIT | UNIT PRICE |
|---|---|---|
| Grid or Annual Tree Maintenance | Each | $ 38.00 |
| **ADDITIONAL SERVICES:** | | |
| Tree Raising | Each | $ 22.00 |
| Complete tree and stump removal | Inch (DBH) | $ 15.00 |
| Stump only removal | Inch | $ 5.00 |
| Palm Tree Skinning | Per foot | $ 7.00 |
| Tree Planting (includes tree, labor, materials) | | |
| 15 gallon tree without root barrier | Each | $ 95.00 |
| 15 gallon tree with root barrier | Each | $ 80.00 |
| 24 inch box without root barrier | Each | $ 195.00 |
| 24 inch box with root barrier | Each | $ 160.00 |
| Tree Watering | Day | $ 360.00 |
| Crew Rental (3 men, aerial unit, dump truck and chipper) | Hourly | $ 150.00 |
| Crew Rental (2 men with equipment) | Hourly | $ 100.00 |
| Crew Rental (1 man with equipment) | Hourly | $ 50.00 |
| Emergency call out (Evening, Holiday And or Weekend) | Hourly | $ 200.00 |
| Tree Maintenance - Service Requests (based on Crew Rental Rate) | | |
| Small variety, (0-6" dbh) | per tree | $ 35.00 |
| Medium variety, (7-16" dbh) | per tree | $ 75.00 |
| Large variety, (over 16") | per tree | $ 155.00 |
| GPS Tree Inventory | Lump Sum | No Fee |



**West Coast Arborists, Inc.**
2200 E. Via Burton Street • Anaheim, CA 92806 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745

COPY

# TREE MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered by and between the CITY OF BELL, a municipal corporation (hereinafter "City"), and WEST COAST ARBORISTS, INC. (hereinafter "Contractor").

WHEREAS, the City Council of the City at a meeting held on the _____ of December, 2003 authorized the Mayor and City Clerk to enter into this Contract after public bidding.

NOW, THEREFORE, it is hereby agreed by and between the parties that:

1. Defined Terms

Terms used in this Contract which are defined in the General Conditions/Specifications have the meaning assigned to them therein.

On or about November 10, 2003, the City of BELL issued its Notice Inviting Bids whereby it solicited proposals for municipal tree maintenance for fiscal years 2004-2005 THROUGH 2009-2010 with options for extensions. CONTRACTOR submitted its bid to the City of BELL on November 24, 2003, and was subsequently awarded the contract by the City of BELL.

2. Performance of Work

The Contractor shall furnish all of the labor, materials, tools, equipment, services and transportation necessary to perform all of the work described as follows: Tree trimming, tree & stump removal, and inventory services (hereinafter "work").

The Contractor shall perform all of the work in strict accordance with the Contract Documents as enumerated in Article 7 hereof.

The Contractor shall be liable to the City for any damages arising from, or as a result of, a failure to fully comply with the Contract Documents. Contractor shall not be excused with respect to any failure to so comply by any act or omission of the City, its officers, employees or agents, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the Contract Documents.

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3. Contract Price

The City shall pay to the Contractor for completed work as directed by the City, in accordance with the Schedule of Compensation included in the Contract Documents. Such compensation shall not exceed budgeted amount in any fiscal year (July 1 through June 30) without prior written authorization.

4. Payments

The Contractor shall submit an itemized invoice to the City on the 15th and following the close of each month. The City shall pay an invoice within thirty-five (35) days of submission or resolution of disputed items.

5. Contract Documents

The contract entered into consists of the following Contract Documents, all of which are component parts of the contract as if herein set forth in full or attached hereto:

(a) Contract

(b) Schedule of Compensation

(c) Verification of California Contractor's License

6. Independent Contractor

The Contractor is and shall at all times remain as to the City a wholly-independent Contractor. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of the Contractor or any of the Contractors officers, employees, servants, agents or subcontractors, except as set forth in the Contract Documents. The Contractor shall not at any time or in any manner, represent that it or any of its officers, employees, agents, or subcontractors, are in any manner, officers, employees, agents or subcontractors of the City.

7. Indemnification

The Contractor hereby agrees to indemnify, defend and hold harmless the City, and its officers, employees, servants and agents from and against any and all claims, liability, loss, damage, cost and expense, including court costs and attorney's fees, whether or not litigation be commenced, because of injury or death to any person whomsoever or damage to any property whatsoever, arising out of or in any way connected with the performance of the work by the Contractor or any of the Contractor's officers, employees, servants or agents or any subcontractor.

The City does not, and shall not, waive any rights against Contractor which it may have by reason of the aforesaid indemnification agreement, because of the acceptance by the City, or the deposit with the City by Contractor, of any of the insurance polices specified in this Contract or other Contract Document.

The aforesaid indemnification agreement shall apply regardless of whether or not the insurance policies specified in this Contract or other Contract Document shall have been determined to be applicable to the claim, liability, loss, damage, cost or expense.

8. Insurance

The Contractor shall secure from a good and responsible company or companies doing insurance business in the State of California, pay for, and maintain in full force and effect for the duration of this Contract the policies of insurance required by this Article and shall furnish to the Department of Public Works a completed certificate of insurance together with the executed copies of this Contract.

Notwithstanding any inconsistent statement in any of said policies or any subsequent endorsement attached thereto, the protection offered by the policies shall:

(A) Name the City and its officers, employees, servants and agents as additional insured with the Contractor, whether liability is attributable to the Contractor or the City.

(B) Insure the City and the Contractor and their respective officers, employees, servants and agents while acting in the scope of their duties under this Agreement against all claims, demands, damages, liabilities, losses, costs or expenses arising from, or in any way connected with, the performance of this Agreement by the Contractor or the City.

(C) Bear an endorsement or have attached a rider, executed by a duly authorized officer of the insurance company, whereby it is provided that such policy provides primary coverage and that any other policy that may afford coverage to the City shall be excess over, and not concurrent with, such policy.

(D) Bear an endorsement or have attached a rider, executed by a duly authorized officer of the insurance company, whereby it is provided that, in the event of proposed cancellation or amendment of such policy for any reason whatsoever, the City shall be notified by certified or registered mail, postage prepaid, return receipt requested, not less than thirty (30) days before the cancellation is effective.

a. Consistent with the provisions of Paragraphs 10.1 and 10.2 of this Article, the Contractor shall provide public liability and property damage insurance as follows:

General Liability.....$ 500,000 each person

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| | | |
|---|---|---|
| | $1,000,000 | each occurrence |
| | $1,000,000 | aggregate products and complete operations |
| Property Damage ..... | $ 500,000 | each occurrence |
| | $1,000,000 | aggregate |

A combined single limit policy with aggregate limits in the amount of $1,000,000 will be considered equivalent to the required minimum limits.

The public liability and property damage insurance shall specifically provide:

(A) That the City of Bell as respects any agreement, contract, activity, omission, operation or undertaking of the named insured with the City whether liability is attributable to the insured or to the City, excepting the sole negligence of the City, insofar as and to the extent that such agreement is permitted by the applicable laws. The insurance companies hereunder further agree to defend the City, including investigation and attorney's fees, until a legal determination is made that is was not obligated to do so because of the sole negligence of the City.

(B) That the contractual liability of the named insured as assumed under the terms of its contract with the City, subject to policy terms and conditions.

(C) Broad form property damage including but not limited to underground coverage, explosion and collapse.

(D) Owners or contractors protective, manufactures and contractors, and elevator liability.

(E) Minimum standards of comprehensive general and auto liability.

b. Contractor, and every subcontractor, shall provide complete workers' compensation insurance consistent with the provisions of Paragraph 10.1 of this Article, or a certificate of consent to self-insurance by the Director of Industrial Relations in accordance with the requirements of Section 3700 of the California Labor Code. Contractor shall indemnify, defend and hold harmless the City and its officers, employees, servants and agents from any claim resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance. (Labor Code § 3700.)

9. Term

This contract shall be in effect from the effective date until June 30, 2010. With concurrence of both the City and the Contractor, it may be extended for an additional five (5 years) in one (1) year periods at the rates contained in the Schedule of Compensation included in the Contract Documents.

The term of this Agreement shall commence as of January 1, 2004, and continue through June 30, 2010 ("Initial Term"), with an option authorizing the Director of Public Works or his/her representative to continue said agreement up to five years on a year-to-year basis on the same terms and conditions as prescribed in this Agreement, subject to any change in the rate of compensation to be paid to CONTRACTOR as hereinafter provided. If CITY desires to exercise its renewal option, CITY shall advise CONTRACTOR in writing of its intent to extend the Agreement by not later than September 1st of the term then expiring. If CONTRACTOR desires to adjust the rates as set forth in the then current Schedule of Rates for such extension period, CONTRACTOR shall give CITY written notice of such adjustment by September 15th of the term then expiring. If CONTRACTOR gives notice of any adjustment in the Schedule of Rates, CITY may then rescind the exercise of its option, provided, however, written notice of such rescission must be issued by CITY to CONTRACTOR no later than October 1st of the term expiring.

The CITY, at its option and with CONTRACTOR concurrence, may renew this contract for an additional five-year periods, in one year increments, on the same terms and conditions as provided herein. This option may be exercised only if the CONTRACTOR demonstrates superior performance in the provision of tree maintenance services during the prior five-year contract term, assuming all of the annual renewal options were awarded.

10. City's Right To Terminate

If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the term specified or any extension thereof, or fails to complete said work within such time, or fails to perform the work in a satisfactory manner, or if the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in the time specified, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of the City, or otherwise breach this contract, the Director of Public Works shall serve written notice on the Contractor of the intention that this contract be terminated together with the reasons therefor. Unless within 30 days after the service of such notice such condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said 30 days, cease and terminate. In such case, Contractor shall not be entitled to receive any further payment until the work is finished.

In event of any such termination, the City shall immediately serve written notice thereof upon surety and Contractor, and surety shall have the right to take over and perform this contract, provided, however, that if surety within five (5) days after service upon it of said notice of termination does not give the City written notice of its intention to take over and perform this

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contract or does not commence performance thereof within ten (10) days from the date of serving such notice, the City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor, and he and his surety shall be liable to the City for any excess cost or other damages occasioned the City thereby.

If the City takes over the work as hereinabove provided, the City may, without liability for so doing, take possession of, and utilize in completing the work, such materials, appliance, plant, and other property belonging to the Contractor as may be on the site of the work and necessary therefor.

11. Arbitration

Except as otherwise expressly provided herein, the Parties hereto agree that any claim or dispute between them arising out of or relating to the terms of this agreement shall be resolved by compulsory binding arbitration conducted by a retired Superior Court Judge of the State of California or other qualified person the Parties mutually agree upon. The claim or dispute being arbitrated shall be resolved in accordance with California law.

The arbitration proceedings shall be governed by the laws and procedures governing civil judicial proceedings in this state. Each party shall comply with all applicable laws relating to binding and compulsory arbitration, the directions given by the Arbitrator, and the provisions of this agreement. The determinations made by the Arbitrator, if within the scope of the Arbitration and the Arbitrator's function, shall be binding and conclusive on the Parties and shall be enforceable in the manner provided by law.

Arbitrator shall be selected in the following manner:

a. The party initiating the arbitration ("Initiating Party") shall prepare and submit to the other party a list ("List") containing the names of not to exceed three (3) retired Superior Court Judges, all of whom the Initiating Party believes are qualified to serve as Arbitrator. The names of the judges on the List shall be numbered consecutively.

b. The party upon whom the List is served, within ten (10) calendar days after service of the List, shall either:

   i. select one of the named retired judges to act as Arbitrator, in which case that retired judge shall serve as the Arbitrator; or

   ii. strike one (1) name from the List.

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c. Upon expiration of said ten- (10-) day period, if no selection is made, the Arbitrator shall be the retired judge on the List with the lowest number next to his name, unless that judge's name was stricken during the ten- (10-) day period by the non-initiating party.

d. If for any reason the retired judge designated as the Arbitrator is unwilling or unable to serve as the Arbitrator, the judge on the List with the next lower number whose name was not stricken shall be the Arbitrator. In the event that none of the three retired judges named on the List are willing or able to serve as the Arbitrator, the Initiating Party shall prepare and submit a new List containing the names of not to exceed three (3) different retired judges, and the above-described procedure shall be followed until an Arbitrator is selected.

Each party hereto hereby agrees to pay one-half of the compensation to be paid to the Arbitrator and, except as otherwise expressly provided herein, each party shall bear its own costs and expenses of arbitration, including, but not limited to, attorneys' fees and related costs.

By way of illustration, if the List served by the Initiating Party upon the other party has the name of three (3) retired judges, A, B, and C, numbered 1, 2, and 3, respectively, and number 1 is stricken, then B, Number 2, shall be deemed, for all purposes, to be the selected Arbitrator.

12. Claims

Prior to initiating any arbitration proceedings, the contractor must comply with the following procedures for all claims:

a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. The requirements of this section do not extend or supercede notice requirements otherwise provided by the contract for the filing of claims.

b) Within 10 days of receipt of the claim, the City may request additional documentation supporting the claim.

c) Regardless of whether the City requests additional documentation supporting the claim, the City may respond in writing to the claim within 30 days of receipt of the claim. If the City does not respond within said 30 day period, then the claim shall be deemed denied.

d) If the City responds in writing to the claim and the claimant disputes the written response by the City, then, upon demand by the contractor, the City may, but is not required to, schedule a meet and confer conference within 20 days of receipt of said demand.

e) This section does not change the time periods or filing requirements for filing claims against public entities as required by Government Code Section 900, et seq.

13. Waiver

No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

14. Notice

Whenever it shall be necessary for either party to serve notice on the other respecting the contract, such notice shall be served by registered mail, postage prepaid, return receipt requested, addressed to the Director of Public Works, 6330 Pine Avenue, Bell, CA 90201, and to the Contractor at 2200 E. Via Burton Street, Anaheim, CA 92806 unless and until different addresses may be furnished in writing by either party to the other.

Notice shall be deemed to have been served as of the third (3rd) day after the same has been deposited in the United States postal service. This shall be a valid and sufficient service of notice for all purposes.

15. Assignment

The Contractor shall not assign the performance of the contract, nor any part thereof, nor any monies due or to become due hereunder, without the prior written consent of the City. It is understood and acknowledged by the parties that the Contractor is the most responsible bidder qualified to perform the work.

Subject to the provision of this Article regarding assignment, the contract shall be binding upon the heirs, executors, administrators, successors, and assigns of the Contractor.

17. Miscellaneous Provisions

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected in the Contract Documents.

The contract shall be effective from and after the date that this Contract is signed by the representatives of the City.

This Contract is made in three (3) original counterparts.

The captions of the articles, sections, subsections, paragraphs and subparagraphs of the Contract Documents are for reference only and are not to be construed in any way as a part of the contract.

The remedies contained in this Contract are cumulative, and in addition to and not in limitation of, any remedy at law or in equity to which the City may be entitled.

18. Entire Agreement

The Contract Documents integrate all terms and conditions in connection with the work called for herein and supersede all negotiations and prior understandings, either oral or in writing, in respect to the subject matter hereof.

The Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all.

Each and every provision of law and clause required to be inserted into the Contract Documents shall be deemed to be inserted therein, and if through mistake or otherwise any such provision is not inserted, or is not inserted correctly, then upon application of either party, the Contract Documents shall forthwith be amended in writing to make such insertion or correction.

The Contract Documents shall not be amended except by a writing duly executed by the parties.

This Contract shall be effective upon the date executed by the Mayor, which execution shall not take place until this Contract is executed by Contractor and all necessary documents are provided to City.

CONTRACTOR:

A Corporation

West Coast Arborists, Inc.
(Corporation Name)

California
(State of Incorporation)

By: Patrick Mahoney
(Person Authorized to Sign)

President
(Title)

March 4, 2004
Date

Signature

(Corporate Seal)

Attest: Rose Epperson
(Secretary)

Business address: 2200 E. Via Burton St.

Anaheim, CA 92806

Telephone Number: ( 800 ) 521-3714

March 4, 2004
Date

Signature

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CITY OF BELL

By _____
Mayor

Date _____

ATTEST:

_____
City Clerk

SPECIFICATION NO. _____

# VERIFICATION OF CALIFORNIA

# CONTRACTOR'S LICENSE

I certify, under penalty of perjury, that I have a valid California Contractor's license issued pursuant to Business and Professions Code section 7000 et seq. and was so licensed at the time that the bid was awarded:

California Contractor's License:

| 366764 | D49/C61 C27 | 12/31/04 |
|---|---|---|
| License Number | Class | Expiration Date |

West Coast Arborists, Inc.
CONTRACTOR (PRINT OR TYPE)

March 4, 2004
Date

Signature Patrick Mahoney, President

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# SCHEDULE OF COMPENSATION

| | UNIT | UNIT PRICE |
|---|---|---|
| Grid or Annual Tree Maintenance | Each | $ 44.00 |
| **EXTRA WORK:** | | |
| Tree Raising | Each | $ 22.00 |
| Standard Tree Inventory with Tree Maintenance Contract | Lump Sum | No Fee |
| Complete tree and stump removal | Inch (DBH) | $ 15.00 |
| Stump only removal | Inch | $ 5.00 |
| Palm Tree Skinning | Per foot | $ 7.00 |
| Tree Planting: | | |
| 15 gallon tree with root barrier | Each | $ 95.00 |
| 15 gallon tree without root barrier | Each | $ 80.00 |
| 24 inch box with root barrier | Each | $ 195.00 |
| 24 inch box without root barrier | Each | $ 160.00 |
| Tree Watering | Day | $ 360.00 |
| Crew Rental (3 men, aerial unit, dump truck and chipper) | Hourly | $ 150.00 |
| Crew Rental (2 men with equipment) | Hourly | $ 100.00 |
| Crew Rental (1 man with equipment) | Hourly | $ 50.00 |
| Emergency call out (Evening, Holiday And or Weekend) | Hourly | $ 200.00 |
| Tree Maintenance - Service Requests (based on Crew Rental Rate) | | |
| Small variety, (0-6" dbh) | per tree | $ 35.00 |
| Medium variety, (7-16" dbh) | per tree | $ 75.00 |
| Large variety, (over 16") | per tree | $ 155.00 |

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## Building & Safety

Budget adjustment to increase revenue for Division to reflect new Contract svs. & Bandini project revenues

Fees - Using 2011 schedule but should be using higher 2012 schedule

High Priority per Doug *

## Engineering

I-710 Corridor Project - Comments (Terry) due to Metro September 28, 2012

Pavement Mgmt. Plan

Sell now or keep for future

H - office ?? space

## Planning

mthly Activity Report

Bandini Ind. Project

Urgency Ordinance: Large recycling facilities expires Dec. 14, 2012

Urgency Ordinance: Marijuana dispenseries expires April 3, 2013

General Plan Update - Cal Poly Pomona (data collection & community partic.)

Design Guidelines (from late 1990's never adopted) - consider having CC adopt on interim basis

***Chamber of Commerce - Puerto rican festival (October 7th)

Congestion Mitigation Fee Study

* Habitat

Larger Effort

Inventory of houses we own -
- condition?
- sell back to market (Doug)

UCLA effort - Downtown Corner (Planning)
Doug to send me info.

Econ. Dev. Plan (Discuss)
- Business Roundtable

* Jack's Car Wash (RDA owned)
- city owned but not paying $60-160K
- meet w/ him
(will have to sell)

JB Hunt (leases city property) wants to buy ? will support
Ord. - tax containers?

200

## Economic Development

Appraisal - Dexia Properties
***ICSC Conference Sept. 19-21 (San Diego) - set up meetings?
Buxton Report

## Code Compliance

Customer Service Training
Implement Admin Citation Process

## Oversight Board

LAUSD - Matt M. working on how much more we owe them, our interest rate & statute of lim.
Board wants to tour CRA-owned facilities (no date set)
Engineering revising maps for Oversight Board

# City of Bell
# Agenda Report

DATE: September 12, 2012

TO: Mayor and Members of the City Council

FROM: Terry Rodrigue PE, City Engineer

APPROVED BY: Doug Willmore, City Manager

SUBJECT: Receive the Attached Pavement Management Program Update Report and Provide Direction to Staff to Return to Council with a 5 Year Work Plan

**RECOMMENDATION:**

That the Council receive the Pavement Management Program (PMP) update report and direct staff to prepare a 5 year work plan which will include 2-year list of specific priorities of fundable maintenance projects.

**OVERVIEW:**

The purpose of this staff report is to give an overview of the City's pavement network and summarize the findings of the Pavement Management Program (PMP) Update Report to Council. In concert with the PMP Report, staff will also give a presentation outlining the goals of the pavement management program, compare City's roadway conditions with other local agencies, and describe various funding scenarios and maintenance strategies.

**BACKGROUND:**

The City has a roadway network consisting of approximately 35 centerline miles of pavement. This street system is made up of approximately 10 centerline miles of arterial streets, 5 centerline miles of collector streets, and 20 centerline miles of residential streets. The City roadway network has an estimated replacement value of $33 million.

The City has a Pavement Management Program (PMP) which tracks road pavement maintenance conditions. A PMP is a computerized data management tool used in prioritizing roadway and street repairs to best serve the community. Different maintenance projects consist of pothole repair, crack sealing, overlays and slurry seals, and in the cases of severely deteriorated streets, roadway reconstructions. These conditions are measured by a Pavement Condition Index (PCI) between 0 and 100. The numerical ranges for PCI's correspond to: Very

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Good 74-100, Good 50-73, Poor 30-49, and Very Poor 0-29. Taken as a network, the average PCI in the City is 58. The average for cities in California is 66 and best management practices recommend an average of low 80's.

Ultimately, the PMP assists City staff in developing cost-effective and strategic recommendations to Council on when, where, and what type of maintenance is needed for the City streets. This is implemented, in part, through a pro-active maintenance strategy where streets are maintained "before not after" there is major deterioration. Comparatively lower cost investments (i.e. crack sealing, slurry seals) which prevent a street from falling into major disrepair or needing costly reconstruction is known as "preventative maintenance". It is a proven strategy in raising the pavement quality of City streets and getting the most "bang for the buck" of limited financial resources.

The last update to the City's PMP was conducted in 2008. Per Council direction to staff in April 2012, City staff has spent several months performing an update of the PMP where arterials and collector streets were assessed and surveyed. The completed work included the following: upgraded software implementation, field assessment and condition survey on arterials and collector roadways, data update from 2008, maintenance and rehabilitation strategies determined, and budgetary analyses performed.

This data on City streets will help City staff form recommendations for the most cost-effective strategies to preserve and to improve the street network. It will enable the City staff to identify which streets should have priority within the City's existing funding resources. These resources include Gas Tax, Prop C, and Measure R.

**DISCUSSION:**

***A majority of City streets are in disrepair.*** The Pavement Management Program Report shows that almost one-third of the City's roadway network is already in "Poor" or "Very Poor" Condition and approximately 37% are "Good".

***Financial considerations – balancing needs vs. limited funding.*** The City has steadily decreased its investment in transportation maintenance since 2008. In 2008, the annual roadway maintenance budget was $750,000 as compared to this year's investment of $360,000. The City had a one-time infusion of Prop 1B funds totaling $1.2 Million which the City is using on various roadway rehabilitation projects throughout the City. None of these funding commitments, however, are enough to address the backlog of streets in "Poor/Very Poor" condition. Therefore, in order to increase the current PCI, the City would need to infuse more funding into roadway maintenance, repairs, and reconstruction.

If the City had unlimited financial resources, It would take an investment of $12.3 million over a 5-year period to have all City roadways at 83 or higher, within the recommendations of best practices. Most of the $12.3 million in costs would have to go toward major repairs and reconstruction of severely deteriorated roadways.

The financial reality, however, is that the City does not have unlimited financial resources. And, the City simply does not have $12.3 million over the next five years to devote entirely to transportation maintenance. The City receives approximately $330,000 in Measure R, $440,000 in Prop C, and $1 million in Gas Tax annually. Within that the City pays for non capital project items such as operations. In addition to this, the City has approximately $4.5 Million in fund balances in these accounts that can be applied to this effort, for a total overall anticipated budget for capital projects of approximately $10.5 Million over 5 years. We have programmed $8.8 million over this 5 year period which would elevate our PCI to 76. In order to further close this gap between our projected PCI and the desired "Best Management Practice" of the low 80's, we will pursue grant funding and other outside sources to increase street improvement funding.

Hard decisions on transportation maintenance priorities will have to be made to stretch the limited dollars the City has available for maintenance. Moreover, the challenge with these transportation revenues is that all of these funding sources are not strictly for maintenance activities. Other transportation needs are eligible, in addition to maintenance, for use of these funds. And to add to the complexity in some instances --as is the case with Prop C specifically-- only roadways which benefit bus routes can utilize Prop C funds so this would eliminate funding eligibility for residential and collector streets. So, it is a "balancing act" to find a cost-effective strategy that maximizes every dollar invested in maintenance against other transportation needs and within funding eligibility constraints.

Our next step will be to return to Council with a 5-year work plan which will include 2-year list of specific priorities to begin the implementation of our pavement management strategy. In addition Staff will continuously look for funding opportunites to leverage our available pavement management funds and periodically evaluate the surface condition of all paved streets within the City and update the 5 year work plan.

**RECOMMENDATION:**

That the City Council receive and provide feedback on the PMP report and direct Staff to return with a 5-year work plan which will include 2-year list of specific priorities.

**ATTACHMENT**

1. Pavement Management Program Update Report, September 2012, with attachments

# CITY OF BELL

# SUMMARY REPORT OF PAVEMENT MANAGEMENT PROGRAM UPDATE REPORT SEPTEMBER 2012

## A. Background

The last update to the City's Pavement Management Program (PMP) was completed in September 2008. As part of that update, all City streets were assessed and surveyed and recommendations were made for the most cost-effective strategies to preserve and improve the street network.

On April 2012, Council directed staff to move forward with a PMP update. The purpose of a PMP is to establish and maintain a uniform definition and procedure for the application of various maintenance strategies to extend the overall expected life cycle of the City's transportation system in the most economical and efficient manner. In addition, it provides a multi-year work plan that can be implemented based on expected and/or desired needs and funding.

The goals of the update included the following:

1. Procure the latest online software of the existing PMP-StreetSaver to provide computerized data management tool to assist City staff in making cost-effective decisions.
2. Perform field pavement assessments on all major/minor thoroughfare streets.
3. Develop a 5-year CIP Work Plan based on current and projected revenues to meet the maintenance needs recommended by the PMP program and maximizing the return from expenditures.

## B. Pavement Network and Condition

The City of Bell is responsible for repairing and maintaining 35 centerline miles of pavement. This number decreased from the last update in 2008 that reported 40 centerline miles. This was the result of the update; the database was reviewed and duplicated segments were revised, corrected and deleted as needed.

The Pavement Condition Index (PCI) is a visual measurement of pavement grade or condition and ranges from 0 to 100. A newly constructed road would have a PCI of 100, while a failed road would have a PCI of 15 or less. **The City's network average PCI is 58.** This PCI is lower than the State's average PCI of 66 in 2010 (data collected from 97% of the state's local streets). The City's result is alarming as this is an indicator that the City is not investing enough funds or their strategy for maintaining their pavements is resulting in poor pavement conditions when compared to the State's PCI average.

Table 1 provides a summary of the pavement network and its conditions by functional classes.

**Table 1. Pavement Network and Condition**

| Functional Class | Centerline Miles | % of Network | Average PCI |
|---|---|---|---|
| **Arterial** | 9.70 | 39.7% | 60 |
| **Collector** | 5.37 | 15.1% | 60 |
| **Residential** | 19.47 | 45.3% | 53 |
| **Total** | **34.54** | **100%** | **57** |

The replacement value of the City's streets network is approximately $33 million.

Recent paving and rehabilitation projects in the last 2 years have kept the arterial and collector streets almost at the same level PCI as in 2008. However, PCI average for Residential streets have lowered by 5 points nearing the Poor Category.

Table 2. provides pavement condition breakdowns by PCI ranges/category. Also see Attachment 1 Map – Pavement Condition Category found at the back of this report.

**Table 2. Pavement Condition Breakdown by Category**

| Condition Category | PCI Range | Arterial (%) | Collector (%) | Residential (%) | Total Network (%) |
|---|---|---|---|---|---|
| **Very Good (I)** | 74 - 100 | 15.3% | 3.3% | 12.2% | **30.8%** |
| **Good (II/III)** | 50 - 73 | 13.9% | 7.7% | 15.2% | **36.8%** |
| **Poor (IV)** | 30 - 49 | 2.4% | 4.0% | 10.5% | **16.9%** |
| **Very Poor (V)** | 0 - 29 | 7.9% | 0.0% | 7.5% | **15.4%** |
| **Total** | | **39.7%** | **15.1%** | **45.3%** | **100.0%** |

The City's current average PCI of 57 indicates that a significant amount of the street network is distress and will need some level of rehabilitation. Based on Table 2, close to 70% of the street network will fall in this category. To correct this, implementing the correct treatment and plan will minimize further deterioration and make the best use of available funds.

## C. Budget Needs

In 2008, the City's work plan was to program approximately $750,000 per year towards pavement treatment. Actual budget commitment since then included:

**Table 3. Funds spent on Pavement Treatments**

| Year | $ Spent on Pavement Treatment |
|---|---|
| 2010 | $0 |
| 2011 | $460,000 |
| 2012 | $360,000 |
| **Total** | **$820,000** |

Based on the last 3 years, preventative maintenance which includes crack sealing and slurry seals have not been utilized. This treatment is ideal for pavements within the Category I (Very Good). When pavements deteriorate and fall into Categories IV (Poor) and V (Very Poor), thick overlays, and pavement reconstruction are treatments to be considered and at a very high price tag.

One of the goals of the PMP is to bring streets and roads to a condition where best management practices can occur. Therefore, it is critical to determine the type of treatment and when to apply it. With this said, it will always costs less to maintain roads in good condition than bad. The PMP will develop a maintenance strategy that will first improve the overall condition of the network and then sustain it at that level.

1. **Projected Scenario - Funding is not restricted**

In order to determine a cost-effective strategy for the level of maintenance and rehabilitation needs for the City without any funding restrictions, a module report was generated for a 5-year plan. Based on this strategy, the City's street network would average to a PCI = 83 by 2016 if treatments were applied every year totaling 12.3M. The table also shows that not doing anything will result in an average PCI = 49 by 2016. The results are summarized in Table 4.

**Table 4. Summary of Street Network - NO Funding Restriction**

| | 2012 | 2013 | 2014 | 2015 | 2016 | Total |
|---|---|---|---|---|---|---|
| **PCI apply treatment** | 81 | 80 | 83 | 83 | 83 | |
| **PCI No treatment** | 59 | 56 | 54 | 51 | 49 | |
| **Preventative Maint. ($)** | $297K | $0 | $27K | $43K | $0 | $367K |
| **Rehab/Reconstruct ($)** | $7.5M | $804K | $2.1M | $718K | $759K | $12M |
| **Total Cost ($)** | **$7.8M** | **$804K** | **$2.1M** | **$762K** | **$759K** | **$12.3M** |

This analysis represents the ideal funding strategy from the PMP based on best management practices. It is important to note that only 3% or $367K is recommended for preventative

maintenance while 97% or $12M is projected for the more costly rehabilitation/reconstruction treatment.

**Projected Scenario – Set Funding levels**

As noted earlier, the City has steadily decreased its investment in roadway preservation since 2008. A total of $820,000 has been spent in the last 3 years on pavement treatments.

Since the City does not have unlimited financial resources, decisions on transportation maintenance priorities will have to be made to make the best use of limited funds and implementing a cost-effective strategy in pavement preservation. Currently, the City receives an annual amount of $330,000 in Measure R, $440,000 in Prop C, and $1 million in Gas Tax. There are also prior year revenues that have not been spent and are nearing time restrictions.

Based on these available funding sources and timely use of funding, a 5-year work plan was generated. The results are summarized in Table 5.

**Table 5. Summary of Street Network – Set Funding Levels**

| | 2012 | 2013 | 2014 | 2015 | 2016 | Total |
|---|---|---|---|---|---|---|
| **Budget ($)** | $1.75M | $2.5M | $2.2M | $1.2M | $1.2M | $8.8M |
| **Deferred Maintenance ($)** | $6.5M | $4.6M | $4.7M | $4.5M | $4.3M | |
| **PCI** | 66 | 71 | 75 | 76 | 76 | |

The above work plan focuses on bringing Poor streets to Very Good streets within the first 3 years. By years 4 and 5, the PCI is maintained with a reduced backlog of deferred maintenance. After year 2016, 90% of the pavement network will be in the Very Good (PCI of 74 – 100) compared to 30% currently.

## D. Recommendations

The City of Bell pavement network is worth over $33M. It provides vital public transportation traveling needs for bicycles, bus, rail, truck, and passenger vehicles that relies on a well maintained roadway system. A well maintained roadway system is critical for both the local and regional economy and communities.

Recognizing that there are limited financial resources, it is critical that most cost-effective strategies are implemented and that the City continues to maintains the transportation infrastructure system in a safe and fiscally responsible manner. The steps in a PMP strategy are as follows:

1. Identify the Pavement Condition Index Goal for City streets OR Identify the minimum level

of investment for maintenance every year. Under Project Scenario - Set Funding levels, this 5-year work plan will bring the City's PCI ratings to "Very Good", a condition where best management practices can occur.

2. Determine the time and type of maintenance needs on specific streets and the related cost of those needs. This is accomplished by generating a 5-year work plan every year. See Attachment 3 - Project Scenario - Set Funding levels for the recommended work plan generated.

3. Generate a pavement maintenance strategy that includes the best (cost-effective) balance of "preventative maintenance" and reconstruction/repairs to meet the City's PCI Goal within the City's financial resources. Since 30% of the of the pavements are in "Very Good" condition, best management practices would utilize less expensive and appropriate preventative maintenance treatments. Effective treatments include crack sealing, slurry seals cape seals (including tire rubber additives) are ideal for extending pavement life. The type of recommended treatments are outlined in Attachment 1 – Decision Tree.

4. A successful PMP requires pavement be surveyed every 2-3 years for arterials/collectors and 3-4 years for residential streets. This requirement complies with LACMTA for Proposition C funding and certain federal funding grants.

5. Update the PMP database annually including: CIP completed, new and changed streets, maintenance and rehabilitation decision trees and associated unit costs, treatment strategies (new technologies) and identifying new funding sources.

# ATTACHMENT 1 – CURRENT NETWORK

NETWORK SUMMARY STATISTICS

NETWORK REPLACEMENT COST

INSPECTION HISTORY

DECISION TREE

SECTION PCI/RSL LISTING (CITY ROAD INVENTORY)

MAP – PAVEMENT CONDITION CATEGORY

# Network Summary Statistics

Printed: 09/04/2012

| | Total Sections | Total Center Miles | Total Lane Miles | PCI |
|---|---|---|---|---|
| **Arterial** | 74 | 9.70 | 31.50 | 60 |
| **Collector** | 24 | 5.37 | 10.75 | 60 |
| **Residential/Local** | 127 | 19.47 | 39.12 | 53 |
| **** Combined** | 0 | 0.00 | 0.00 | N/A |
| **Total** | **225** | **34.54** | **81.38** | |

**Overall Network PCI as of 9/4/2012: 57**

**** Combined Sections are those without a PCI Date - they have not been inspected or had a Treatment applied.**

# Network Replacement Cost

Printed: 09/04/2012

| Functional Class | Surface Type | Lane Miles | Unit Cost/ Square Foot | Pavement Area/ Square Feet | Cost To Replace (In thousands) |
|---|---|---|---|---|---|
| Arterial | AC | 16.1 | $6.7 | 1,417,905 | $9,453 |
| | AC/AC | 11.7 | $6.7 | 956,530 | $6,377 |
| | PCC | 3.7 | $7.3 | 341,300 | $2,503 |
| Collector | AC | 2.8 | $4.6 | 262,420 | $1,195 |
| | AC/AC | 7.9 | $4.6 | 769,100 | $3,504 |
| Residential/Local | AC | 31.3 | $3.3 | 2,551,124 | $8,504 |
| | AC/AC | 7.3 | $3.3 | 521,110 | $1,737 |
| | PCC | 0.5 | $3.6 | 29,120 | $104 |
| | Grand Total: | 81.4 | | 6,848,609 | $33,376 |

# Inspection History

Printed: 09/04/2012

## 2000

| Functional Class | Inspection Units | Inspected Miles | Inspected Area | Total # of Sections | Total Miles | Total Area |
|---|---|---|---|---|---|---|
| A | 53 | 1.53 | 241,078 | 55 | 12.49 | 2,077,630 |
| C | 43 | 1.34 | 235,620 | 44 | 8.98 | 1,607,850 |
| R | 126 | 3.05 | 493,086 | 126 | 19.19 | 3,090,877 |

## 2007

| Functional Class | Inspection Units | Inspected Miles | Inspected Area | Total # of Sections | Total Miles | Total Area |
|---|---|---|---|---|---|---|
| A | 53 | 1.44 | 232,265 | 55 | 12.49 | 2,077,630 |
| C | 44 | 1.44 | 251,750 | 44 | 8.98 | 1,607,850 |
| R | 126 | 3.24 | 526,670 | 126 | 19.19 | 3,090,877 |

## 2012

| Functional Class | Inspection Units | Inspected Miles | Inspected Area | Total # of Sections | Total Miles | Total Area |
|---|---|---|---|---|---|---|
| A | 45 | 0.90 | 141,543 | 55 | 12.49 | 2,077,630 |
| C | 43 | 0.81 | 135,183 | 44 | 8.98 | 1,607,850 |
| R | 12 | 0.24 | 39,350 | 126 | 19.19 | 3,090,877 |

# Decision Tree

Printed: 09/04/2012

| Functional Class | Surface | Condition Category | Treatment Type | Treatment | Cost/Sq Yd, except Seal Cracks in LF: | Yrs Between Crack Seals | Yrs Between Surface Seals | # of Surface Seals before Overlay |
|---|---|---|---|---|---|---|---|---|
| Arterial | AC | I - Very Good | Crack Treatment | DO NOTHING | $0.00 | 3 | | |
| | | | Surface Treatment | CRACK SEAL & SLURRY SEAL | $4.00 | | 7 | |
| | | | Restoration Treatment | DO NOTHING | $0.00 | | | 3 |
| | | II - Good, Non-Load Related | | THIN AC OVERLAY(1.5 INCHES) | $11.00 | | | |
| | | III - Good, Load Related | | THIN AC OVERLAY (1.5 IN.) + BASE REPAIR | $18.00 | | | |
| | | IV - Poor | | THICK AC OVERLAY(2.5 INCHES) | $24.00 | | | |
| | | V - Very Poor | | RECONSTRUCT | $60.00 | | | |
| | AC/AC | I - Very Good | Crack Treatment | DO NOTHING | $0.00 | 3 | | |
| | | | Surface Treatment | CRACK SEAL & SLURRY SEAL | $4.00 | | 7 | |
| | | | Restoration Treatment | DO NOTHING | $0.00 | | | 3 |
| | | II - Good, Non-Load Related | | THIN AC OVERLAY(1.5 INCHES) | $11.00 | | | |
| | | III - Good, Load Related | | THIN AC OVERLAY (1.5 IN.) + BASE REPAIR | $18.00 | | | |
| | | IV - Poor | | THICK AC OVERLAY(2.5 INCHES) | $24.00 | | | |
| | | V - Very Poor | | RECONSTRUCT | $60.00 | | | |
| | AC/PCC | I - Very Good | Crack Treatment | DO NOTHING | $0.00 | 3 | | |
| | | | Surface Treatment | DO NOTHING | $0.00 | | 8 | |
| | | | Restoration Treatment | DO NOTHING | $0.00 | | | 2 |
| | | II - Good, Non-Load Related | | DOUBLE CHIP SEAL | $1.42 | | | |
| | | III - Good, Load Related | | HEATER SCARIFY & OVERLAY | $3.05 | | | |
| | | IV - Poor | | HEATER SCARIFY & OVERLAY | $6.14 | | | |
| | | V - Very Poor | | RECONSTRUCT SURFACE (AC) | $14.00 | | | |
| | PCC | I - Very Good | Crack Treatment | DO NOTHING | $0.00 | 3 | | |
| | | | Surface Treatment | DO NOTHING | $0.00 | | 99 | |
| | | | Restoration Treatment | DO NOTHING | $0.00 | | | 100 |
| | | II - Good, Non-Load Related | | DO NOTHING | $0.00 | | | |
| | | III - Good, Load Related | | PANEL REPLACE 5% | $6.21 | | | |
| | | IV - Poor | | PANEL REPLACE 10% | $15.00 | | | |
| | | V - Very Poor | | RECONSTRUCT | $66.00 | | | |

Functional Class and Surface combination not used

Criteria:

# Decision Tree

Printed: 09/04/2012

| Functional Class | Surface | Condition Category | Treatment Type | Treatment | Cost/Sq Yd, except Seal Cracks in LF: | Yrs Between Crack Seals | Yrs Between Surface Seals | # of Surface Seals before Overlay |
|---|---|---|---|---|---|---|---|---|
| Arterial | ST | I - Very Good | Crack Treatment | DO NOTHING | $0.00 | 0 | | |
| | | | Surface Treatment | DO NOTHING | $0.00 | | 50 | |
| | | | Restoration Treatment | DO NOTHING | $0.00 | | | 100 |
| | | II - Good, Non-Load Related | | SINGLE CHIP SEAL | $1.11 | | | |
| | | III - Good, Load Related | | SINGLE CHIP SEAL | $1.51 | | | |
| | | IV - Poor | | SINGLE CHIP SEAL | $1.92 | | | |
| | | V - Very Poor | | THICK AC OVER AVG 2.5 INCHES | $7.67 | | | |

Functional Class and Surface combination not used

# Decision Tree

Printed: 09/04/2012

| Functional Class | Surface | Condition Category | Treatment Type | Treatment | Cost/Sq Yd, except Seal Cracks in LF: | Yrs Between Crack Seals | Yrs Between Surface Seals | # of Surface Seals before Overlay |
|---|---|---|---|---|---|---|---|---|
| Collector | AC | I - Very Good | Crack Treatment | DO NOTHING | $0.00 | 7 | | |
| | | | Surface Treatment | CRACK SEAL & SLURRY SEAL | $3.50 | | 7 | |
| | | | Restoration Treatment | DO NOTHING | $0.00 | | | 1 |
| | | II - Good, Non-Load Related | | THIN AC OVERLAY(1.5 INCHES) | $10.00 | | | |
| | | III - Good, Load Related | | THIN AC OVERLAY (1.5 IN.) + BASE REPAIR | $17.00 | | | |
| | | IV - Poor | | THICK AC OVERLAY(2.5 INCHES) | $20.00 | | | |
| | | V - Very Poor | | RECONSTRUCT | $41.00 | | | |
| | AC/AC | I - Very Good | Crack Treatment | DO NOTHING | $0.00 | 7 | | |
| | | | Surface Treatment | CRACK SEAL & SLURRY SEAL | $3.50 | | 7 | |
| | | | Restoration Treatment | DO NOTHING | $0.00 | | | 1 |
| | | II - Good, Non-Load Related | | THIN AC OVERLAY(1.5 INCHES) | $10.00 | | | |
| | | III - Good, Load Related | | THIN AC OVERLAY (1.5 IN.) + BASE REPAIR | $17.00 | | | |
| | | IV - Poor | | THICK AC OVERLAY(2.5 INCHES) | $20.00 | | | |
| | | V - Very Poor | | RECONSTRUCT | $41.00 | | | |
| | AC/PCC | I - Very Good | Crack Treatment | SEAL CRACKS | $0.00 | 4 | | |
| | | | Surface Treatment | SINGLE CHIP SEAL | $0.74 | | 7 | |
| | | | Restoration Treatment | MILL AND THIN OVERLAY | $5.04 | | | 1 |
| | | II - Good, Non-Load Related | | DOUBLE CHIP SEAL | $1.52 | | | |
| | | III - Good, Load Related | | HEATER SCARIFY & OVERLAY | $5.95 | | | |
| | | IV - Poor | | HEATER SCARIFY & OVERLAY | $6.74 | | | |
| | | V - Very Poor | | RECONSTRUCT SURFACE (AC) | $11.38 | | | |
| | PCC | I - Very Good | Crack Treatment | DO NOTHING | $0.00 | 4 | | |
| | | | Surface Treatment | DO NOTHING | $0.00 | | 99 | |
| | | | Restoration Treatment | DO NOTHING | $0.00 | | | 100 |
| | | II - Good, Non-Load Related | | DO NOTHING | $9.00 | | | |
| | | III - Good, Load Related | | PANEL REPLACE 5% | $6.21 | | | |
| | | IV - Poor | | PANEL REPLACE 10% | $15.00 | | | |
| | | V - Very Poor | | RECONSTRUCT | $45.00 | | | |

Functional Class and Surface combination not used

Criteria:

# Decision Tree

Printed: 09/04/2012

| Functional Class | Surface | Condition Category | Treatment Type | Treatment | Cost/Sq Yd, except Seal Cracks in LF: | Yrs Between Crack Seals | Yrs Between Surface Seals | # of Surface Seals before Overlay |
|---|---|---|---|---|---|---|---|---|
| Collector | ST | I - Very Good | Crack Treatment | DO NOTHING | $0.00 | 0 | | |
| | | | Surface Treatment | DO NOTHING | $0.00 | | 99 | |
| | | | Restoration Treatment | DO NOTHING | $0.00 | | | 100 |
| | | II - Good, Non-Load Related | | SINGLE CHIP SEAL | $1.11 | | | |
| | | III - Good, Load Related | | SINGLE CHIP SEAL | $1.33 | | | |
| | | IV - Poor | | SINGLE CHIP SEAL | $1.92 | | | |
| | | V - Very Poor | | THICK AC OVERLAYS (2.5 INCHES) | $7.47 | | | |

Functional Class and Surface combination not used

2/6 Criteria:

# Decision Tree

Printed: 09/04/2012

| Functional Class | Surface | Condition Category | Treatment Type | Treatment | Cost/Sq Yd, except Seal Cracks in LF: | Yrs Between Crack Seals | Yrs Between Surface Seals | # of Surface Seals before Overlay |
|---|---|---|---|---|---|---|---|---|
| Residential/Local | AC | I - Very Good | Crack Treatment | DO NOTHING | $0.00 | 7 | | |
| | | | Surface Treatment | CRACK SEAL & SLURRY SEAL | $3.25 | | 7 | |
| | | | Restoration Treatment | DO NOTHING | $0.00 | | | 1 |
| | | II - Good, Non-Load Related | | CRACK SEAL & SLURRY SEAL | $3.25 | | 7 | |
| | | III - Good, Load Related | | PATCHING 5% & SLURRY SEAL | $7.00 | | | |
| | | IV - Poor | | THIN AC OVERLAY(1.5 INCHES) | $9.00 | | | |
| | | V - Very Poor | | RECONSTRUCT | $30.00 | | | |
| | AC/AC | I - Very Good | Crack Treatment | DO NOTHING | $0.00 | 4 | | |
| | | | Surface Treatment | CRACK SEAL & SLURRY SEAL | $3.25 | | 8 | |
| | | | Restoration Treatment | DO NOTHING | $0.00 | | | 1 |
| | | II - Good, Non-Load Related | | CRACK SEAL & SLURRY SEAL | $3.25 | | 7 | |
| | | III - Good, Load Related | | PATCHING 5% & SLURRY SEAL | $7.00 | | | |
| | | IV - Poor | | THIN AC OVERLAY(1.5 INCHES) | $9.00 | | | |
| | | V - Very Poor | | RECONSTRUCT | $30.00 | | | |
| | AC/PCC | I - Very Good | Crack Treatment | DO NOTHING | $0.00 | 4 | | |
| | | | Surface Treatment | CRACK SEAL & SLURRY SEAL | $3.25 | | 8 | |
| | | | Restoration Treatment | DO NOTHING | $0.00 | | | 1 |
| | | II - Good, Non-Load Related | | CRACK SEAL & SLURRY SEAL | $3.25 | | | |
| | | III - Good, Load Related | | CRACK SEAL & SLURRY SEAL | $3.25 | | | |
| | | IV - Poor | | THIN AC OVERLAY (0-1 FEET) | $10.30 | | | |
| | | V - Very Poor | | MILL & REPLACE (0-2 FEET) | $30.75 | | | |
| | PCC | I - Very Good | Crack Treatment | DO NOTHING | $0.00 | 4 | | |
| | | | Surface Treatment | DO NOTHING | $0.00 | | 99 | |
| | | | Restoration Treatment | DO NOTHING | $0.00 | | | 100 |
| | | II - Good, Non-Load Related | | DO NOTHING | $0.00 | | | |
| | | III - Good, Load Related | | DO NOTHING | $0.00 | | | |
| | | IV - Poor | | PANEL REPLACE 5% | $6.21 | | | |
| | | V - Very Poor | | RECONSTRUCT (AC) | $32.00 | | | |

Functional Class and Surface combination not used

# Decision Tree

Printed: 09/04/2012

| Functional Class | Surface | Condition Category | Treatment Type | Treatment | Cost/Sq Yd, except Seal Cracks in LF: | Yrs Between Crack Seals | Yrs Between Surface Seals | # of Surface Seals before Overlay |
|---|---|---|---|---|---|---|---|---|
| Residential/Local | ST | I - Very Good | Crack Treatment | DO NOTHING | $0.00 | 9 | | |
| | | | Surface Treatment | DO NOTHING | $0.00 | | 99 | |
| | | | Restoration Treatment | DO NOTHING | $0.00 | | | 100 |
| | | II - Good, Non-Load Related | | SINGLE CHIP SEAL | $1.11 | | | |
| | | III - Good, Load Related | | SINGLE CHIP SEAL | $1.51 | | | |
| | | IV - Poor | | SINGLE CHIP SEAL | $1.92 | | | |
| | | V - Very Poor | | THICK AC OVERLAY(2.5 INCHES) | $7.27 | | | |

Functional Class and Surface combination not used

# Section PCI/RSL Listing

Printed: 09/04/2012

| Street ID | Section ID | Street Name | From | To | Length | Width | Area | Functional Class | Surface Type | Current PCI | Remaining Life |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ACACIA | 100 | ACACIA ST | WILCOX AVE | ALAMO AVE | 230 | 21 | 4,830 | R - Residential/Local | A - AC | 55 | 10.48 |
| ACACIA | 105 | ACACIA ST | ALAMO AVE | CRAFTON AVE | 500 | 27 | 13,500 | R - Residential/Local | A - AC | 75 | 19.31 |
| ACACIA | 110 | ACACIA ST | MAYFLOWER AVE | PROSPECT AVE | 350 | 27 | 9,450 | R - Residential/Local | A - AC | 24 | 0 |
| ACACIA | 115 | ACACIA ST | GIFFORD AVE | CORONA AVE | 680 | 30 | 20,400 | R - Residential/Local | A - AC | 75 | 23.4 |
| ALAMO | 120 | ALAMO AVE | GAGE AVE | BELL AVE | 1,100 | 29 | 31,900 | R - Residential/Local | A - AC | 48 | 8.79 |
| ALAMO | 125 | ALAMO AVE | N/CL (100; N/R | RANDOLPH ST | 100 | 44 | 4,400 | A - Arterial | A - AC | 64 | 12.65 |
| ALAMO | 130 | ALAMO AVE | RANDOLPH ST | GAGE AVE | 1,150 | 36 | 41,400 | A - Arterial | O - AC/AC | 94 | 29.16 |
| AMEEAR | 135 | AMELIA EARHART WAY | BANDINI BLVD | LINDBERGH LN | 500 | 51 | 25,500 | R - Residential/Local | A - AC | 45 | 7.59 |
| ANITA | 140 | ANITA DR | CALIFORNIA AVE | WEIK AVE | 500 | 28 | 14,000 | R - Residential/Local | A - AC | 75 | 19.15 |
| ATLANT | 145 | ATLANTIC AVE NB | CL 350' S/FLORENCE AVE | FLORENCE AVE | 350 | 42 | 14,700 | A - Arterial | A - AC | 70 | 15.51 |
| ATLANT | 150 | ATLANTIC AVE NB | FLORENCE AVE | BELL AVE | 1,450 | 40 | 58,000 | A - Arterial | P - PCC | 99 | 72.45 |
| ATLANT | 155 | ATLANTIC AVE NB | BELL AVE | GAGE AVE | 1,280 | 40 | 51,200 | A - Arterial | P - PCC | 98 | 71.56 |
| ATLANT | 160 | ATLANTIC AVE NB | GAGE AVE | CL 100' N/RANDOLPH ST | 1,250 | 40 | 50,000 | A - Arterial | P - PCC | 99 | 72.29 |
| ATLANT | 165 | ATLANTIC AVE SB | CL 100' N/RANDOLPH ST | GAGE AVE | 1,250 | 30 | 37,500 | A - Arterial | P - PCC | 97 | 70.28 |
| ATLANT | 170 | ATLANTIC AVE SB | GAGE AVE | BELL AVE | 1,300 | 30 | 39,000 | A - Arterial | P - PCC | 83 | 46.51 |
| ATLANT | 175 | ATLANTIC AVE SB | BELL AVE | FLORENCE AVE | 1,440 | 30 | 43,200 | A - Arterial | P - PCC | 99 | 72.4 |
| ATLANT | 180 | ATLANTIC AVE SB | FLORENCE AVE | CL 350' S/FLORENCE AVE | 350 | 28 | 9,800 | A - Arterial | A - AC | 51 | 6.86 |
| BANDIN | 215 | BANDINI BLVD EB | 850 E/ATLANTIC AVE | AMELIA EARHART WAY | 2,300 | 32 | 73,600 | A - Arterial | A - AC | 2 | 0 |
| BANDIN | 220 | BANDINI BLVD EB | AMELIA EARHART WAY | 50' W/WILEY POST RD | 1,180 | 32 | 37,760 | A - Arterial | A - AC | 6 | 0 |
| BANDIN | 225 | BANDINI BLVD EB | 50' W/WILEY POST RD | EASTERN AVE | 480 | 40 | 19,200 | A - Arterial | P - PCC | 99 | 72.4 |
| BANDIN | 230 | BANDINI BLVD WB | EASTERN AVE | 175' W/EASTERN AVE | 175 | 32 | 5,600 | A - Arterial | P - PCC | 99 | 72.4 |
| BANDIN | 235 | BANDINI BLVD WB | 175' W/EASTERN AVE | AMELIA EARHART WAY | 1,480 | 32 | 47,360 | A - Arterial | A - AC | 0 | 0 |
| BANDIN | 240 | BANDINI BLVD WB | AMELIA EARHART WAY | 850 E/ATLANTIC AVE | 2,300 | 32 | 73,600 | A - Arterial | A - AC | 0 | 0 |
| BEARAV | 245 | BEAR AVE | FLORENCE AVE | 150'S/FLORENCE AVE | 150 | 25 | 3,750 | R - Residential/Local | A - AC | 86 | 29.69 |
| BEARAV | 250 | BEAR AVE | FLORENCE AVE | BELL AVE | 1,430 | 40 | 57,200 | C - Collector | A - AC | 54 | 6.1 |
| BEARAV | 255 | BEAR AVE | GAGE AVE | BELL AVE | 1,250 | 40 | 50,000 | C - Collector | A - AC | 51 | 5.26 |
| BEARAV | 260 | BEAR AVE | GAGE AVE | RANDOLPH ST | 1,120 | 36 | 40,320 | C - Collector | A - AC | 86 | 18.42 |
| BEARCT | 265 | BEAR CT | BEAR AVE | END | 220 | 36 | 7,920 | R - Residential/Local | A - AC | 72 | 20.69 |
| BECKAV | 270 | BECK AVE | WALKER AVE | END | 240 | 35 | 8,400 | R - Residential/Local | A - AC | 27 | 0.49 |
| BECKAV | 275 | BECK AVE | WILCOX AVE | VINEVALE AVE | 1,220 | 26 | 31,720 | R - Residential/Local | A - AC | 45 | 6.53 |

# Section PCI/RSL Listing

Printed: 09/04/2012

| Street ID | Section ID | Street Name | From | To | Length | Width | Area | Functional Class | Surface Type | Current PCI | Remaining Life |
|---|---|---|---|---|---|---|---|---|---|---|---|
| BECKAV | 280 | BECK AVE | WOODWARD AVE | ATLANTIC AVE | 380 | 37 | 14,060 | R - Residential/Local | A - AC | 85 | 36.47 |
| BECKAV | 285 | BECK AVE | CORONA AVE | 86` W/OTIS AVE | 744 | 36 | 26,784 | R - Residential/Local | A - AC | 59 | 12.45 |
| BECKAV | 286 | BECK AVE | OTIS AVE | 86` W/OTIS AVE | 86 | 36 | 3,096 | R - Residential/Local | A - AC | 16 | 0 |
| BECKAV | 290 | BECK AVE | CALIFORNIA AVE | BEAR AVE | 1,200 | 24 | 28,800 | R - Residential/Local | A - AC | 80 | 28.17 |
| BELLAV | 295 | BELL AVE | SHERMAN WAY | WILCOX AVE | 480 | 27 | 12,960 | R - Residential/Local | A - AC | 85 | 36.58 |
| BELLAV | 300 | BELL AVE | HELIOTROPE AVE | WILCOX AVE | 820 | 30 | 24,600 | R - Residential/Local | A - AC | 39 | 4.95 |
| BELLAV | 305 | BELL AVE | KING AVE | VINEVALE AVE | 950 | 27 | 25,650 | R - Residential/Local | A - AC | 29 | 1.36 |
| BELLAV | 310 | BELL AVE | ATLANTIC AVE | OTIS AVE | 1,700 | 35 | 59,500 | C - Collector | O - AC/AC | 55 | 9.79 |
| BELLAV | 315 | BELL AVE | OTIS AVE | BEAR AVE | 1,560 | 35 | 54,600 | C - Collector | O - AC/AC | 62 | 12.65 |
| BELLAV | 320 | BELL AVE | BEAR AVE | CALIFORNIA AVE | 1,330 | 38 | 50,540 | C - Collector | O - AC/AC | 68 | 15.98 |
| BELLAV | 325 | BELL AVE | CALIFORNIA AVE | SALT LAKE AVE | 450 | 33 | 14,850 | C - Collector | O - AC/AC | 69 | 16.59 |
| BELLAV | 330 | BELL AVE | SALT LAKE AVE | BISSELL AVE | 550 | 35 | 19,250 | C - Collector | O - AC/AC | 73 | 19.19 |
| BELLPL | 335 | BELL PL | KING AVE | MAYFLOWER AVE | 640 | 25 | 16,000 | R - Residential/Local | A - AC | 43 | 6.83 |
| BELLPL | 340 | BELL PL | ATLANTIC AVE | CLARKSON AVE | 210 | 37 | 7,770 | R - Residential/Local | A - AC | 15 | 0 |
| BISSEL | 345 | BISSELL AVE | BELL AVE | 1100' N/BELL AVE | 1,100 | 15 | 16,500 | R - Residential/Local | A - AC | 80 | 30.68 |
| BROMAV | 350 | BROMPTON AVE | HELIOTROPE AVE | END | 220 | 22 | 4,840 | R - Residential/Local | A - AC | 7 | 0 |
| BROMAV | 355 | BROMPTON AVE | HELIOTROPE AVE | WILCOX AVE | 820 | 24 | 19,680 | R - Residential/Local | A - AC | 15 | 0 |
| BROMAV | 360 | BROMPTON AVE | ATLANTIC AVE | WOODWARD AVE | 290 | 40 | 11,600 | R - Residential/Local | A - AC | 28 | 1.12 |
| BROMAV | 365 | BROMPTON AVE | WOODWARD AVE | KING AVE | 520 | 29 | 15,080 | R - Residential/Local | A - AC | 45 | 7.59 |
| BROMAV | 370 | BROMPTON AVE | KING AVE | MAYFLOWER PL | 550 | 29 | 15,950 | R - Residential/Local | A - AC | 78 | 29.08 |
| BROMAV | 375 | BROMPTON AVE | OTIS AVE | END | 700 | 30 | 21,000 | R - Residential/Local | A - AC | 75 | 19.43 |
| BROMCT | 380 | BROMPTON CT | BEAR AVE | END | 300 | 30 | 9,000 | R - Residential/Local | A - AC | 72 | 19.35 |
| CALIF | 385 | CALIFORNIA AVE | FLORENCE AVE | WEIK AVE | 180 | 29 | 5,220 | A - Arterial | A - AC | 77 | 17.72 |
| CALIF | 390 | CALIFORNIA AVE | WEIK AVE | 100' N/BECK AVE | 650 | 29 | 18,850 | A - Arterial | A - AC | 82 | 20.07 |
| CALIF | 395 | CALIFORNIA AVE | 100' N/BECK AVE | BELL AVE | 680 | 36 | 24,480 | A - Arterial | A - AC | 27 | 0.37 |
| CALIF | 400 | CALIFORNIA AVE | BELL AVE | GAGE AVE | 1,250 | 40 | 50,000 | A - Arterial | A - AC | 33 | 2.1 |
| CARMAV | 410 | CARMELITA AVE | 150' E.CARMELITA AVE | 220' N/RANDOLPH ST | 80 | 56 | 4,480 | R - Residential/Local | A - AC | 63 | 17.11 |
| CARMAV | 415 | CARMELITA AVE | RANDOLPH PL | GAGE AVE | 980 | 29 | 28,420 | R - Residential/Local | A - AC | 68 | 17.19 |
| CASITA | 420 | CASITAS AVE | RANDOLPH ST | FILMORE ST | 590 | 26 | 15,340 | R - Residential/Local | A - AC | 44 | 6.54 |
| CASITA | 425 | CASITAS AVE | FILMORE ST | GAGE AVE | 450 | 26 | 11,700 | R - Residential/Local | A - AC | 72 | 18.91 |
| CHANSL | 430 | CHANSLOR AVE | GAGE AVE | FLORENCE AVE | 2,600 | 36 | 93,600 | R - Residential/Local | A - AC | 58 | 12.12 |
| CLARKS | 450 | CLARKSON AVE | GAGE AVE | BELL AVE | 1,250 | 35 | 43,750 | R - Residential/Local | A - AC | 40 | 5.48 |
| CLARKS | 455 | CLARKSON AVE | RANDOLPH ST | GAGE AVE | 1,250 | 32 | 40,000 | R - Residential/Local | A - AC | 50 | 9.71 |

# Section PCI/RSL Listing

Printed: 09/04/2012

| Street ID | Section ID | Street Name | From | To | Length | Width | Area | Functional Class | Surface Type | Current PCI | Remaining Life |
|---|---|---|---|---|---|---|---|---|---|---|---|
| CORON | 460 | CORONA AVE | BELL AVE | FLORENCE AVE | 1,250 | 36 | 45,000 | R - Residential/Local | O - AC/AC | 66 | 18.28 |
| CORON | 465 | CORONA AVE | GAGE AVE | BELL AVE | 1,250 | 36 | 45,000 | R - Residential/Local | A - AC | 60 | 12.61 |
| CORON | 470 | CORONA AVE | RANDOLPH ST | GAGE AVE | 1,120 | 30 | 33,600 | R - Residential/Local | A - AC | 27 | 0.64 |
| CRAFTO | 475 | CRAFTON AVE | GAGE AVE | FLORENCE AVE | 2,730 | 33 | 90,090 | R - Residential/Local | A - AC | 34 | 2.89 |
| EASTAV | 480 | EASTERN AVE NB | MANSFIELD WAY | BANDINI BLVD | 1,650 | 35 | 57,750 | A - Arterial | A - AC | 61 | 11.97 |
| EASTAV | 485 | EASTERN AVE NB | BANDINI BLVD | CL 1050' N/BANDINI BLVD | 1,050 | 35 | 36,750 | A - Arterial | A - AC | 25 | 0.03 |
| EASTAV | 490 | EASTERN AVE SB | CL 1050' N/BANDINI BLVD | BANDINI BLVD | 1,050 | 35 | 36,750 | A - Arterial | A - AC | 16 | 0 |
| EASTAV | 495 | EASTERN AVE SB | BANDINI BLVD | MANSFIELD WAY | 1,650 | 35 | 57,750 | A - Arterial | A - AC | 64 | 12.46 |
| FEDAV | 500 | FEDERAL AVE | 80' WEST OF CLARKSON AVE | CLARKSON AVE | 80 | 20 | 1,600 | R - Residential/Local | A - AC | 55 | 11.87 |
| FEDAV | 501 | FEDERAL AVE | PINE AVE | 80' WEST OF CLARKSON AVE | 200 | 20 | 4,000 | R - Residential/Local | P - PCC | 79 | 48.76 |
| FEDAV | 505 | FEDERAL AVE | OTIS AVE | GIFFORD AVE | 320 | 21 | 6,720 | R - Residential/Local | P - PCC | 47 | 14.3 |
| FILMST | 510 | FILMORE ST | PROSPECT AVE | HELIOTROPE AVE | 1,000 | 30 | 30,000 | R - Residential/Local | A - AC | 34 | 3.08 |
| FILMST | 515 | FILMORE ST | HELIOTROPE AVE | WILCOX AVE | 1,050 | 30 | 31,500 | R - Residential/Local | O - AC/AC | 96 | 38.33 |
| FILMST | 520 | FILMORE ST | WILCOX AVE | ALAMO AVE | 470 | 26 | 12,220 | R - Residential/Local | A - AC | 14 | 0 |
| FILMST | 525 | FILMORE ST | ALAMO AVE | PALA AVE | 350 | 26 | 9,100 | R - Residential/Local | A - AC | 34 | 3.28 |
| FILMST | 530 | FILMORE ST | PALA AVE | WALKER AVE | 350 | 27 | 9,450 | R - Residential/Local | A - AC | 15 | 0 |
| FILMST | 535 | FILMORE ST | WALKER AVE | HOME AVE | 350 | 26 | 9,100 | R - Residential/Local | A - AC | 22 | 0 |
| FILMST | 540 | FILMORE ST | HOME AVE | CASITAS AVE | 350 | 26 | 9,100 | R - Residential/Local | A - AC | 63 | 15.51 |
| FILMST | 545 | FILMORE ST | CASITAS AVE | RIVER DR | 300 | 27 | 8,100 | R - Residential/Local | A - AC | 12 | 0 |
| FISHAV | 550 | FISHBURN AVE | FLORENCE AVE | BELL AVE | 1,450 | 26 | 37,700 | R - Residential/Local | A - AC | 20 | 0 |
| FISHAV | 555 | FISHBURN AVE | BELL AVE | GAGE AVE | 1,250 | 26 | 32,500 | R - Residential/Local | A - AC | 38 | 3.67 |
| FISHAV | 560 | FISHBURN AVE | RANDOLPH ST | GAGE AVE | 1,120 | 30 | 33,600 | R - Residential/Local | A - AC | 18 | 0 |
| FLORAV | 565 | FLORA AVE | WALNUT ST | 350' S/WALNUT ST | 350 | 20 | 7,000 | R - Residential/Local | A - AC | 76 | 23.38 |
| FLORAV | 570 | FLORA AVE | FLORENCE AVE | BELL AVE | 1,430 | 39 | 55,770 | R - Residential/Local | A - AC | 60 | 15.2 |
| FLORAV | 575 | FLORA AVE | BELL AVE | GAGE AVE | 1,250 | 39 | 48,750 | R - Residential/Local | A - AC | 41 | 5.91 |
| FLORAV | 580 | FLORA AVE | GAGE AVE | RANDOLPH ST | 1,120 | 24 | 26,880 | R - Residential/Local | A - AC | 16 | 0 |
| FLOREN | 585 | FLORENCE AVE (FRONT) | RIVER DR | 150' E/WALKER AVE | 650 | 22 | 14,300 | A - Arterial | A - AC | 95 | 25.2 |
| FLOREN | 590 | FLORENCE AVE (FRONT) | FLORENCE AVE | END | 650 | 22 | 14,300 | A - Arterial | A - AC | 95 | 25.2 |
| FLOREN | 595 | FLORENCE AVE EB | BEAR AVE | OTIS AVE | 1,550 | 36 | 55,800 | A - Arterial | A - AC | 51 | 7.59 |

# Section PCI/RSL Listing

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| Street ID | Section ID | Street Name | From | To | Length | Width | Area | Functional Class | Surface Type | Current PCI | Remaining Life |
|---|---|---|---|---|---|---|---|---|---|---|---|
| FLOREN | 600 | FLORENCE AVE EB | OTIS AVE | ATLANTIC AVE | 1,750 | 32 | 56,000 | A - Arterial | A - AC | 67 | 13.71 |
| FLOREN | 605 | FLORENCE AVE EB | ATLANTIC AVE | VINEVALE AVE | 1,850 | 30 | 55,500 | A - Arterial | A - AC | 54 | 8.64 |
| FLOREN | 610 | FLORENCE AVE EB | VINEVALE AVE | WILCOX AVE | 1,300 | 32 | 41,600 | A - Arterial | A - AC | 53 | 8.29 |
| FLOREN | 615 | FLORENCE AVE EB | WILCOX AVE | WALKER AVE | 1,180 | 33 | 38,940 | A - Arterial | O - AC/AC | 94 | 29.2 |
| FLOREN | 620 | FLORENCE AVE EB | WALKER AVE | W/END FC BRIDG | 850 | 30 | 25,500 | A - Arterial | O - AC/AC | 94 | 29.2 |
| FLOREN | 630 | FLORENCE AVE EB | E/END FC BRIDG | CL 1150' E/FC | 1,150 | 30 | 34,500 | A - Arterial | A - AC | 0 | 0 |
| FLOREN | 635 | FLORENCE AVE WB | CL 1150' E/FC | E/END FC BRIDG | 1,150 | 35 | 40,250 | A - Arterial | A - AC | 0 | 0 |
| FLOREN | 645 | FLORENCE AVE WB | W/END FC BRIDG | WALKER AVE | 850 | 35 | 29,750 | A - Arterial | O - AC/AC | 94 | 29.2 |
| FLOREN | 650 | FLORENCE AVE WB | WALKER AVE | WILCOX AVE | 1,180 | 35 | 41,300 | A - Arterial | O - AC/AC | 94 | 29.2 |
| FLOREN | 655 | FLORENCE AVE WB | WILCOX AVE | VINEVALE AVE | 1,300 | 32 | 41,600 | A - Arterial | A - AC | 67 | 13.7 |
| FLOREN | 660 | FLORENCE AVE WB | VINEVALE AVE | ATLANTIC AVE | 1,850 | 32 | 59,200 | A - Arterial | A - AC | 70 | 14.56 |
| FLOREN | 665 | FLORENCE AVE WB | ATLANTIC AVE | OTIS AVE | 1,750 | 32 | 56,000 | A - Arterial | A - AC | 65 | 12.87 |
| FLOREN | 670 | FLORENCE AVE WB | OTIS AVE | BEAR AVE | 1,550 | 32 | 49,600 | A - Arterial | A - AC | 54 | 8.64 |
| FLOREN | 675 | FLORENCE AVE WB | BEAR AVE | CALIFORNIA AVE | 980 | 32 | 31,360 | A - Arterial | A - AC | 53 | 8.29 |
| FLOREN | 680 | FLORENCE AVE WB | CALIFORNIA AVE | CL 200' W/CALIFORNIA AVE | 200 | 33 | 6,600 | A - Arterial | A - AC | 77 | 17.72 |
| GAGEAV | 685 | GAGE AVE EB | LA SL RR | CALIFORNIA AVE | 550 | 28 | 15,400 | A - Arterial | O - AC/AC | 50 | 7.46 |
| GAGEAV | 700 | GAGE AVE EB | CALIFORNIA AVE | BEAR AVE | 1,300 | 28 | 36,400 | A - Arterial | O - AC/AC | 49 | 7.09 |
| GAGEAV | 705 | GAGE AVE EB | BEAR AVE | OTIS AVE | 1,580 | 30 | 47,400 | A - Arterial | O - AC/AC | 35 | 2.59 |
| GAGEAV | 710 | GAGE AVE EB | OTIS AVE | ATLANTIC AVE | 1,730 | 28 | 48,440 | A - Arterial | O - AC/AC | 77 | 20.53 |
| GAGEAV | 715 | GAGE AVE EB | ATLANTIC AVE | HELIOTROPE AVE | 2,250 | 28 | 63,000 | A - Arterial | O - AC/AC | 57 | 10.22 |
| GAGEAV | 720 | GAGE AVE EB | HELIOTROPE AVE | WILCOX AVE | 880 | 28 | 24,640 | A - Arterial | O - AC/AC | 75 | 19.2 |
| GAGEAV | 725 | GAGE AVE EB | WILCOX AVE | HOME AVE | 1,380 | 28 | 38,640 | A - Arterial | O - AC/AC | 71 | 16.75 |
| GAGEAV | 730 | GAGE AVE EB | HOME AVE | W/END FC BRIDG | 660 | 25 | 16,500 | A - Arterial | O - AC/AC | 57 | 10.22 |
| GAGEAV | 740 | GAGE AVE EB | E/END FC BRIDG | CL 350' E/FC | 350 | 22 | 7,700 | A - Arterial | O - AC/AC | 70 | 16.18 |
| GAGEAV | 690 | GAGE AVE FRONTAGE | HOME AVE | RIVER DR | 650 | 33 | 21,450 | A - Arterial | A - AC | 69 | 15.72 |
| GAGEAV | 695 | GAGE AVE FRONTAGE | RIVER DR | HOME AVE | 600 | 33 | 19,800 | A - Arterial | A - AC | 40 | 4.26 |
| GAGEAV | 745 | GAGE AVE WB | CL 350' E/FC | E/END FC BRIDG | 350 | 22 | 7,700 | A - Arterial | O - AC/AC | 73 | 17.95 |
| GAGEAV | 755 | GAGE AVE WB | W/END FC BRIDG | HOME AVE | 660 | 22 | 14,520 | A - Arterial | O - AC/AC | 52 | 8.17 |
| GAGEAV | 760 | GAGE AVE WB | HOME AVE | WILCOX AVE | 1,380 | 22 | 30,360 | A - Arterial | O - AC/AC | 75 | 19.2 |
| GAGEAV | 765 | GAGE AVE WB | WILCOX AVE | HELIOTROPE AVE | 880 | 28 | 24,640 | A - Arterial | O - AC/AC | 45 | 5.68 |
| GAGEAV | 770 | GAGE AVE WB | HELIOTROPE AVE | ATLANTIC AVE | 2,250 | 28 | 63,000 | A - Arterial | O - AC/AC | 61 | 11.56 |

# Section PCI/RSL Listing

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| Street ID | Section ID | Street Name | From | To | Length | Width | Area | Functional Class | Surface Type | Current PCI | Remaining Life |
|---|---|---|---|---|---|---|---|---|---|---|---|
| GAGEAV | 775 | GAGE AVE WB | ATLANTIC AVE | OTIS AVE | 1,730 | 28 | 48,440 | A - Arterial | O - AC/AC | 63 | 12.51 |
| GAGEAV | 780 | GAGE AVE WB | OTIS AVE | BEAR AVE | 1,580 | 28 | 44,240 | A - Arterial | O - AC/AC | 65 | 13.5 |
| GAGEAV | 785 | GAGE AVE WB | BEAR AVE | MAYWOOD AVE | 1,450 | 28 | 40,600 | A - Arterial | O - AC/AC | 76 | 19.86 |
| GEORAV | 790 | GEORGIA AVE | WEIK AVE | BROMPTON AVE | 1,030 | 27 | 27,810 | R - Residential/Local | O - AC/AC | 74 | 26.17 |
| GIFFAV | 795 | GIFFORD AVE | BELL AVE | BROMPTON AVE | 455 | 40 | 18,200 | R - Residential/Local | A - AC | 19 | 0 |
| GIFFAV | 800 | GIFFORD AVE | GAGE AVE | BELL AVE | 1,250 | 40 | 50,000 | R - Residential/Local | A - AC | 79 | 30.45 |
| GIFFAV | 805 | GIFFORD AVE | N/CL | GAGE AVE | 1,145 | 33 | 37,785 | A - Arterial | A - AC | 19 | 0 |
| HELIOA | 810 | HELIOTROPE AVE | FLORENCE AVE | GAGE AVE | 2,740 | 29 | 79,460 | R - Residential/Local | A - AC | 70 | 20.14 |
| HELIOA | 815 | HELIOTROPE AVE | RANDOLPH ST | GAGE AVE | 1,150 | 36 | 41,400 | C - Collector | A - AC | 42 | 3.46 |
| HELIOA | 820 | HELIOTROPE AVE | N/CL (100' N/R | RANDOLPH ST | 100 | 39 | 3,900 | C - Collector | A - AC | 83 | 16.93 |
| HOMEAV | 825 | HOME AVE | GAGE AVE | RANDOLPH ST | 1,150 | 26 | 29,900 | R - Residential/Local | A - AC | 0 | 0 |
| KINGAV | 830 | KING AVE | FLORENCE AVE | WEIK AVE | 120 | 36 | 4,320 | R - Residential/Local | O - AC/AC | 77 | 28.16 |
| KINGAV | 835 | KING AVE | WEIK AVE | BROMPTON AVE | 1,040 | 27 | 28,080 | R - Residential/Local | O - AC/AC | 60 | 16.12 |
| KINGAV | 840 | KING AVE | BROMPTON AVE | GAGE AVE | 1,480 | 27 | 39,960 | R - Residential/Local | O - AC/AC | 51 | 11.21 |
| KINGAV | 845 | KING AVE | RANDOLPH ST | GAGE AVE | 1,150 | 30 | 34,500 | R - Residential/Local | O - AC/AC | 83 | 35.93 |
| KINGAV | 850 | KING AVE | N/CL (100' N/R | RANDOLPH ST | 100 | 30 | 3,000 | R - Residential/Local | A - AC | 56 | 12.12 |
| LINDLN | 855 | LINDBERGH LN | WILEY POST RD | AMELIA EARHART WAY | 1,110 | 48 | 53,280 | R - Residential/Local | A - AC | 59 | 13.65 |
| LINDLN | 860 | LINDBERGH LN | AMELIA EARHART WAY | END | 2,350 | 48 | 112,800 | R - Residential/Local | A - AC | 9 | 0 |
| LOVIAV | 865 | LOMA VISTA AVE | BELL AVE | GAGE AVE | 1,250 | 30 | 37,500 | R - Residential/Local | O - AC/AC | 37 | 4.75 |
| LOVIAV | 870 | LOMA VISTA AVE | RANDOLPH PL | GAGE AVE | 980 | 26 | 25,480 | A - Arterial | A - AC | 42 | 4.57 |
| LOVIAV | 875 | LOMA VISTA PL | BELL AVE | GAGE AVE | 1,250 | 30 | 37,500 | R - Residential/Local | A - AC | 77 | 24.89 |
| LUCIAV | 880 | LUCILLE AVE | NEVADA ST | GAGE AVE | 900 | 30 | 27,000 | R - Residential/Local | A - AC | 78 | 21.71 |
| MANSWY | 885 | MANSFIELD WAY | EASTERN AVE | END | 770 | 44 | 33,880 | R - Residential/Local | A - AC | 80 | 27.01 |
| MAYFAV | 890 | MAYFLOWER AVE | BELL PL | ACACIA ST | 630 | 27 | 17,010 | R - Residential/Local | A - AC | 21 | 0 |
| MAYFAV | 895 | MAYFLOWER AVE | MAYFLOWER PL | FLORENCE AVE | 1,150 | 29 | 33,350 | R - Residential/Local | A - AC | 61 | 13.8 |
| MAYFAV | 900 | MAYFLOWER AVE | RANDOLPH ST | GAGE AVE | 1,150 | 26 | 29,900 | R - Residential/Local | A - AC | 78 | 27.68 |
| MAYFAV | 905 | MAYFLOWER PL | MAYFLOWER AVE | END | 150 | 36 | 5,400 | R - Residential/Local | A - AC | 4 | 0 |
| MAYWAV | 910 | MAYWOOD AVE | GAGE AVE | RANDOLPH PL | 1,050 | 31 | 32,550 | A - Arterial | A - AC | 0 | 0 |
| MINNE | 913 | MINNEWA LN | FLORA AVE | PINE AVE | 314 | 38 | 11,932 | R - Residential/Local | A - AC | 74 | 22.12 |
| NELSDR | 915 | NELSON DR | WILCOX AVE | END | 580 | 30 | 17,400 | R - Residential/Local | A - AC | 58 | 12.9 |
| NELSDR | 920 | NELSON DR | VINEVALE AVE | HELIOTROPE AVE | 350 | 26 | 9,100 | R - Residential/Local | A - AC | 80 | 30.14 |
| NEVAST | 925 | NEVADA ST | WILCOX AVE | END | 530 | 30 | 15,900 | R - Residential/Local | A - AC | 78 | 26.51 |
| NEVAST | 930 | NEVADA ST | PROSPECT AVE | MAYFLOWER AVE | 330 | 27 | 8,910 | R - Residential/Local | A - AC | 22 | 0 |

# Section PCI/RSL Listing

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| Street ID | Section ID | Street Name | From | To | Length | Width | Area | Functional Class | Surface Type | Current PCI | Remaining Life |
|---|---|---|---|---|---|---|---|---|---|---|---|
| NEVAST | 935 | NEVADA ST | CALIFORNIA AVE | END 60' W/LUCILLE AVE | 390 | 24 | 9,360 | R - Residential/Local | A - AC | 75 | 20.08 |
| ORCHAV | 940 | ORCHARD AVE | BELL AVE | BECK AVE | 780 | 28 | 21,840 | R - Residential/Local | A - AC | 81 | 24.09 |
| ORCHAV | 945 | ORCHARD AVE | BELL AVE | 475' S/GAGE AVE | 780 | 24 | 18,720 | R - Residential/Local | A - AC | 7 | 0 |
| ORCHAV | 950 | ORCHARD AVE | 475' S/GAGE AVE | GAGE AVE | 475 | 36 | 17,100 | R - Residential/Local | A - AC | 31 | 2.1 |
| ORCHAV | 955 | ORCHARD AVE | GAGE AVE | RANDOLPH PL | 980 | 26 | 25,480 | R - Residential/Local | A - AC | 71 | 20.17 |
| OTISAV | 960 | OTIS AVE | 200' S/WALNUT ST | FLORENCE AVE | 580 | 35 | 20,300 | A - Arterial | O - AC/AC | 100 | 47.66 |
| OTISAV | 965 | OTIS AVE | FLORENCE AVE | BELL AVE | 1,430 | 32 | 45,760 | A - Arterial | O - AC/AC | 94 | 29.16 |
| OTISAV | 970 | OTIS AVE | BELL AVE | ALLEY | 1,110 | 32 | 35,520 | A - Arterial | P - PCC | 99 | 72.4 |
| OTISAV | 975 | OTIS AVE | ALLEY | GAGE AVE - EAST | 150 | 36 | 5,400 | A - Arterial | A - AC | 77 | 17.72 |
| OTISAV | 980 | OTIS AVE | ALLEY | GAGE AVE - WEST | 130 | 16 | 2,080 | A - Arterial | P - PCC | 99 | 72.4 |
| OTISAV | 985 | OTIS AVE | GAGE AVE | RANDOLPH ST | 1,120 | 36 | 40,320 | A - Arterial | A - AC | 70 | 14.57 |
| PALAAV | 990 | PALA AVE | GAGE AVE | RANDOLPH ST | 1,150 | 26 | 29,900 | R - Residential/Local | A - AC | 71 | 21.54 |
| PALMAV | 995 | PALM AVE | GAGE AVE | RANDOLPH ST | 1,150 | 30 | 34,500 | R - Residential/Local | A - AC | 81 | 30 |
| PARKDR | 1000 | PARK DR | BELL AVE | END | 630 | 28 | 17,640 | R - Residential/Local | A - AC | 38 | 4.02 |
| PINEAV | 1005 | PINE AVE | GAGE AVE | BELL AVE | 1,250 | 39 | 48,750 | R - Residential/Local | A - AC | 70 | 19.71 |
| PINEAV | 1010 | PINE AVE | BELL AVE | FLORENCE AVE | 1,430 | 35 | 50,050 | R - Residential/Local | A - AC | 55 | 12.34 |
| PINEAV | 1015 | PINE AVE | CL 150' N/RANDOLPH ST | RANDOLPH ST | 150 | 40 | 6,000 | R - Residential/Local | A - AC | 79 | 28.44 |
| PINEAV | 1020 | PINE AVE | NORTH END | GAGE AVE | 798 | 39 | 31,122 | R - Residential/Local | A - AC | 33 | 2.65 |
| PROSAV | 1025 | PROSPECT AVE | GAGE AVE | BELL PL | 930 | 27 | 25,110 | R - Residential/Local | A - AC | 30 | 1.54 |
| PROSAV | 1030 | PROSPECT AVE | BROMPTON AVE | WEIK AVE | 1,030 | 27 | 27,810 | R - Residential/Local | O - AC/AC | 80 | 31.53 |
| PROSAV | 1035 | PROSPECT AVE | GAGE AVE | RANDOLPH ST | 1,150 | 32 | 36,800 | R - Residential/Local | A - AC | 59 | 12.49 |
| RANDPL | 1040 | RANDOLPH PL | MAYWOOD AVE | 150' E/CARMELITA AVE | 1,550 | 30 | 46,500 | C - Collector | O - AC/AC | 47 | 6.91 |
| RANDST | 1045 | RANDOLPH ST | CARMELITA AVE | OTIS AVE | 1,680 | 39 | 65,520 | C - Collector | O - AC/AC | 94 | 29.83 |
| RANDST | 1050 | RANDOLPH ST | OTIS AVE | PINE AVE | 1,000 | 39 | 39,000 | C - Collector | O - AC/AC | 94 | 29.83 |
| RANDST | 1055 | RANDOLPH ST | PINE AVE | ATLANTIC AVE | 570 | 39 | 22,230 | C - Collector | O - AC/AC | 94 | 29.83 |
| RANDST | 1060 | RANDOLPH ST | ATLANTIC AVE | HELIOTROPE AVE | 2,100 | 39 | 81,900 | C - Collector | O - AC/AC | 44 | 5.82 |
| RANDST | 1065 | RANDOLPH ST | HELIOTROPE AVE | ALAMO AVE | 1,400 | 37 | 51,800 | C - Collector | O - AC/AC | 46 | 6.54 |
| RANDST | 1070 | RANDOLPH ST | ALAMO AVE | WALKER AVE | 730 | 37 | 27,010 | C - Collector | O - AC/AC | 47 | 6.91 |
| RANDST | 1075 | RANDOLPH ST | WALKER AVE | 25' E/CASITAS AVE | 700 | 39 | 27,300 | C - Collector | O - AC/AC | 44 | 5.82 |
| RANDST | 1080 | RANDOLPH ST | 25' E/ CASITAS AVE | RIVER DR | 150 | 29 | 4,350 | C - Collector | O - AC/AC | 50 | 7.89 |
| RICKBA | 1085 | RICKENBACKER RD | EASTERN AVE | END | 630 | 48 | 30,240 | R - Residential/Local | A - AC | 86 | 30.81 |
| RIVEDR | 1090 | RIVER DR | GAGE AVE | FLORENCE AVE | 2,600 | 17 | 44,200 | R - Residential/Local | O - AC/AC | 59 | 17.01 |

# Section PCI/RSL Listing

Printed: 09/04/2012

| Street ID | Section ID | Street Name | From | To | Length | Width | Area | Functional Class | Surface Type | Current PCI | Remaining Life |
|---|---|---|---|---|---|---|---|---|---|---|---|
| RIVEDR | 1095 | RIVER DR | RANDOLPH ST | GAGE 200' N/GAGE AVE | 920 | 20 | 18,400 | R - Residential/Local | P - PCC | 33 | 4.94 |
| RIVEDR | 1100 | RIVER DR | 200 N/GAGE AVE | GAGE AVE | 200 | 20 | 4,000 | R - Residential/Local | A - AC | 62 | 15.84 |
| RIVRAV | 1105 | RIVERSIDE AVE | ACACIA ST | BELL AVE | 920 | 27 | 24,840 | R - Residential/Local | A - AC | 13 | 0 |
| RIVRAV | 1110 | RIVERSIDE AVE | GAGE AVE | RANDOLPH ST | 1,120 | 30 | 33,600 | R - Residential/Local | A - AC | 75 | 23.4 |
| SALAAV | 1115 | SALT LAKE AVE | 150' S/GAGE AVE | 150' S/BELL AVE | 1,270 | 54 | 68,580 | A - Arterial | A - AC | 17 | 0 |
| SALUAV | 1120 | SAN LUIS AVE | FLORENCE AVE | BELL AVE | 1,430 | 26 | 37,180 | R - Residential/Local | O - AC/AC | 74 | 24.37 |
| SCELAV | 1125 | SCELINA AVE | ACACIA ST | END | 300 | 20 | 6,000 | R - Residential/Local | A - AC | 25 | 0 |
| SHERWY | 1130 | SHERMAN WAY | FLORENCE AVE | GAGE AVE | 2,730 | 28 | 76,440 | R - Residential/Local | O - AC/AC | 66 | 21.64 |
| SMITST | 1150 | SMITH ST | CALIFORNIA AVE | END | 430 | 30 | 12,900 | R - Residential/Local | A - AC | 22 | 0 |
| SOTHCT | 1175 | SOUTHALL CT | BROMPTON AVE | END | 460 | 32 | 14,720 | R - Residential/Local | A - AC | 31 | 1.92 |
| SOTHLN | 1155 | SOUTHALL LN | WALKER AVE | CHANSLOR AVE | 500 | 36 | 18,000 | R - Residential/Local | A - AC | 43 | 6.69 |
| SOTHLN | 1160 | SOUTHALL LN | CHANSLOR AVE | RIVER DR | 200 | 36 | 7,200 | R - Residential/Local | A - AC | 39 | 4.93 |
| SOTHLN | 1165 | SOUTHALL LN | CRAFTON AVE | SHERMAN WAY | 220 | 27 | 5,940 | R - Residential/Local | A - AC | 40 | 5.15 |
| SOTHLN | 1170 | SOUTHALL LN | SHERMAN WAY | WILCOX AVE | 480 | 27 | 12,960 | R - Residential/Local | A - AC | 24 | 0 |
| VINVAV | 1180 | VINEVALE AVE | GAGE AVE | FLORENCE AVE | 2,730 | 36 | 98,280 | C - Collector | O - AC/AC | 52 | 8.5 |
| VINVAV | 1185 | VINEVALE AVE | GAGE AVE | RANDOLPH ST | 1,150 | 26 | 29,900 | R - Residential/Local | O - AC/AC | 69 | 20.8 |
| WALKAV | 1190 | WALKER AVE | FLORENCE AVE | GAGE AVE | 2,730 | 39 | 106,470 | C - Collector | O - AC/AC | 52 | 8.5 |
| WALKAV | 1195 | WALKER AVE | RANDOLPH ST | GAGE AVE | 1,150 | 29 | 33,350 | C - Collector | A - AC | 49 | 5.31 |
| WALNST | 1205 | WALNUT ST | OTIS AVE | END | 1,150 | 29 | 33,350 | C - Collector | A - AC | 83 | 16.93 |
| WALNST | 1210 | WALNUT ST | OTIS AVE | 100' W/OTIS AVE | 100 | 29 | 2,900 | C - Collector | A - AC | 81 | 17.95 |
| WEIKAV | 1215 | WEIK AVE | WILCOX AVE | VINEVALE AVE | 1,220 | 26 | 31,720 | R - Residential/Local | A - AC | 32 | 2.41 |
| WEIKAV | 1220 | WEIK AVE | VINEVALE AVE | END | 220 | 36 | 7,920 | R - Residential/Local | A - AC | 16 | 0 |
| WEIKAV | 1225 | WEIK AVE | MAYFLOWER AVE | KING AVE | 500 | 27 | 13,500 | R - Residential/Local | A - AC | 79 | 30.41 |
| WEIKAV | 1230 | WEIK AVE | KING AVE | WOODWARD AVE | 580 | 27 | 15,660 | R - Residential/Local | A - AC | 63 | 15.71 |
| WEIKAV | 1235 | WEIK AVE | OTIS AVE | CORONA AVE | 830 | 27 | 22,410 | R - Residential/Local | O - AC/AC | 93 | 37.49 |
| WEIKAV | 1240 | WEIK AVE | BEAR AVE | ANITA DR | 730 | 30 | 21,900 | R - Residential/Local | A - AC | 59 | 12.95 |
| WEIKAV | 1245 | WEIK AVE | ANITA DR | CALIFORNIA AVE | 280 | 28 | 7,840 | R - Residential/Local | A - AC | 77 | 21.52 |
| WILCAV | 1250 | WILCOX AVE | FLORENCE AVE | SOUTH C L | 380 | 52 | 19,760 | A - Arterial | A - AC | 95 | 25.2 |
| WILCAV | 1255 | WILCOX AVE | FLORENCE AVE | GAGE AVE | 2,730 | 52 | 141,960 | A - Arterial | O - AC/AC | 94 | 29.16 |
| WILCAV | 1260 | WILCOX AVE | GAGE AVE | RANDOLPH ST | 1,150 | 36 | 41,400 | A - Arterial | A - AC | 95 | 25.2 |
| WILYRD | 1265 | WILEY POST RD | BANDINI BLVD | LINDBERGH LN | 300 | 36 | 10,800 | R - Residential/Local | A - AC | 27 | 0.47 |
| WOODAV | 1270 | WOODLAWN AVE | RANDOLPH ST | GAGE AVE | 1,150 | 30 | 34,500 | R - Residential/Local | A - AC | 31 | 1.92 |
| WOODAV | 1275 | WOODWARD AVE | FLORENCE AVE | WEIK AVE | 120 | 37 | 4,440 | R - Residential/Local | A - AC | 85 | 36.02 |

# Section PCI/RSL Listing

Printed: 09/04/2012

| Street ID | Section ID | Street Name | From | To | Length | Width | Area | Functional Class | Surface Type | Current PCI | Remaining Life |
|---|---|---|---|---|---|---|---|---|---|---|---|
| WOODAV | 1280 | WOODWARD AVE | WEIK AVE | BROMPTON AVE | 1,040 | 27 | 28,080 | R - Residential/Local | A - AC | 78 | 26.51 |
| WOODAV | 1285 | WOODWARD AVE | BROMPTON AVE | GAGE AVE | 1,480 | 26 | 38,480 | R - Residential/Local | A - AC | 78 | 26.51 |
| WOODAV | 1290 | WOODWARD AVE | GAGE AVE | RANDOLPH ST | 1,150 | 30 | 34,500 | R - Residential/Local | O - AC/AC | 93 | 37.49 |
| YEAGWY | 1295 | YEAGER WAY | LINDBERGH LN | BANDINI BLVD | 450 | 40 | 18,000 | R - Residential/Local | A - AC | 49 | 9.26 |

# ATTACHMENT 2 – PROJECTED NEEDS

# (FUNDING IS NOT RESTRICTED)

NEEDS – PROJECTED PCI/COST SUMMARY

NEEDS – REHABILITATION TREATMENT/COST SUMMARY

NEEDS – PREVENTIVE MAINTENANCE TREATMENT/COST SUMMARY

# Needs - Projected PCI/Cost Summary

Inflation Rate = 3.00 %  Printed: 09/04/2012

| Year | PCI Treated | PCI Untreated | PM Cost | Rehab Cost | Cost |
|---|---|---|---|---|---|
| 2012 | 81 | 59 | $297,013 | $7,560,430 | $7,857,443 |
| 2013 | 80 | 56 | $0 | $804,419 | $804,419 |
| 2014 | 83 | 54 | $27,032 | $2,147,169 | $2,174,201 |
| 2015 | 83 | 51 | $43,594 | $718,565 | $762,159 |
| 2016 | 83 | 49 | $0 | $759,327 | $759,327 |

| % PM | PM Total Cost | Rehab Total Cost | Total Cost |
|---|---|---|---|
| 2.98% | $367,639 | $11,989,910 | $12,357,549 |

# Needs - Rehabilitation
## Treatment/Cost Summary

Inflation Rate = 3.00 % Printed: 09/04/2012

| Treatment | Year | | Area Treated | | Cost |
|---|---|---|---|---|---|
| THIN AC OVERLAY (1.5 IN.) + BASE REPAIR | 2012 | | 31,672.22 | sq.yd. | $564,034 |
| | 2013 | | 855.56 | sq.yd. | $15,862 |
| | 2014 | | 580 | sq.yd. | $11,076 |
| | | Total | 33,107.78 | sq.yd. | $590,972 |
| THICK AC OVERLAY(2.5 INCHES) | 2012 | | 38,425.56 | sq.yd. | $799,590 |
| | 2013 | | 16,588.89 | sq.yd. | $369,933 |
| | 2014 | | 45,025.56 | sq.yd. | $1,022,914 |
| | 2015 | | 18,288.89 | sq.yd. | $450,739 |
| | 2016 | | 8,833.33 | sq.yd. | $238,609 |
| | | Total | 127,162.22 | sq.yd. | $2,881,785 |
| THIN AC OVERLAY(1.5 INCHES) | 2012 | | 71,495.56 | sq.yd. | $712,206 |
| | 2013 | | 15,177.78 | sq.yd. | $149,543 |
| | 2014 | | 1,333.33 | sq.yd. | $15,560 |
| | 2015 | | 714.44 | sq.yd. | $7,027 |
| | 2016 | | 16,294.44 | sq.yd. | $165,057 |
| | | Total | 105,015.56 | sq.yd. | $1,049,393 |
| RECONSTRUCT | 2012 | | 117,134.56 | sq.yd. | $5,327,259 |
| | 2013 | | 8,564.44 | sq.yd. | $264,642 |
| | 2014 | | 28,281.33 | sq.yd. | $1,076,930 |
| | 2015 | | 7,955.56 | sq.yd. | $260,799 |
| | 2016 | | 5,266.67 | sq.yd. | $355,661 |
| | | Total | 167,202.56 | sq.yd. | $7,285,291 |
| PANEL REPLACE 5% | 2012 | | 746.67 | sq.yd. | $4,637 |
| | | Total | 746.67 | sq.yd. | $4,637 |
| CRACK SEAL & SLURRY SEAL | 2012 | | 11,202.22 | sq.yd. | $36,410 |
| | 2013 | | 1,325.78 | sq.yd. | $4,439 |
| | 2014 | | 6,000 | sq.yd. | $20,689 |
| | | Total | 18,528 | sq.yd. | $61,538 |
| PATCHING 5% & SLURRY SEAL | 2012 | | 16,613.33 | sq.yd. | $116,294 |
| | | Total | 16,613.33 | sq.yd. | $116,294 |

**Total Cost** $11,989,910

# Needs - Preventive Maintenance
## Treatment/Cost Summary

Inflation Rate = 3.00 % Printed: 09/04/2012

| Treatment | Year | Area Treated | Cost |
|---|---|---|---|
| CRACK SEAL & SLURRY SEAL | | | |
| | 2012 | 86,191.11 sq.yd. | $297,013 |
| | 2014 | 7,280 sq.yd. | $27,032 |
| | 2015 | 9,973.33 sq.yd. | $43,594 |
| | **Total** | 103,444.44 | $367,639 |
| | **Total Quantity** | 103,444.44 | $367,639 |

# ATTACHMENT 3 – PROJECTED SCENARIO

# (SET FUNDING LEVELS)

SCENARIO – NETWORK CONDITION SUMMARY

SCENARIO – COST SUMMARY

SCENARIO – SECTIONS SELECTED FOR TREATMENT (5-YEAR WORK PLAN)

# Scenarios - Network Condition Summary

Interest: 3% Inflation: 3% Printed: 09/04/2012

Scenario: 5 Year Work Plan

| Year | Budget | PM Amt | Year | Budget | PM Amt | Year | Budget | PM Amt |
|---|---|---|---|---|---|---|---|---|
| 2012 | $1,750,000 | 5% | 2013 | $2,543,148 | 5% | 2014 | $2,188,000 | 5% |
| 2015 | $1,156,000 | 5% | 2016 | $1,156,000 | 5% | | | |

**Projected Network Average PCI by year**

| Year | Never Treated | With Selected Treatment |
|---|---|---|
| 2012 | 59 | 66 |
| 2013 | 56 | 71 |
| 2014 | 54 | 75 |
| 2015 | 51 | 76 |
| 2016 | 49 | 76 |

**Percent Network Area by Functional Classification and Condition Class**
**Condition in base year 2012, prior to applying treatments.**

| Condition Class | Arterial | Collector | Res/Loc | Other | Total |
|---|---|---|---|---|---|
| I | 15.3% | 3.3% | 12.2% | 0.0% | 30.8% |
| II / III | 13.9% | 7.7% | 15.2% | 0.0% | 36.8% |
| IV | 2.4% | 4.0% | 10.5% | 0.0% | 16.9% |
| V | 7.9% | 0.0% | 7.5% | 0.0% | 15.4% |
| **Total** | **39.7%** | **15.1%** | **45.3%** | **0.0%** | **100.0%** |

**Percent Network Area by Functional Classification and Condition Class**
**Condition in year 2012 after schedulable treatments applied.**

| Condition Class | Arterial | Collector | Res/Loc | Other | Total |
|---|---|---|---|---|---|
| I | 23.8% | 5.9% | 18.2% | 0.0% | 47.9% |
| II / III | 6.5% | 6.8% | 13.7% | 0.0% | 27.0% |
| IV | 1.4% | 2.3% | 6.0% | 0.0% | 9.7% |
| V | 7.9% | 0.0% | 7.5% | 0.0% | 15.4% |
| **Total** | **39.7%** | **15.1%** | **45.3%** | **0.0%** | **100.0%** |

**Percent Network Area by Functional Classification and Condition Class**
**Condition in year 2016 after schedulable treatments applied.**

| Condition Class | Arterial | Collector | Res/Loc | Other | Total |
|---|---|---|---|---|---|
| I | 30.4% | 15.1% | 33.1% | 0.0% | 78.5% |
| II / III | 0.8% | 0.0% | 11.4% | 0.0% | 12.2% |
| IV | 0.0% | 0.0% | 0.8% | 0.0% | 0.8% |
| V | 8.5% | 0.0% | 0.0% | 0.0% | 8.5% |
| **Total** | **39.7%** | **15.1%** | **45.3%** | **0.0%** | **100.0%** |

# Scenarios - Cost Summary

Interest: 3.00% Inflation: 3.00% Printed: 09/04/2012

Scenario: 5 Year Work Plan

| Year | PM Amt | Budget | Rehabilitation | | | Preventative Maintenance | Surplus PM | Deferred | | Stop Gap |
|---|---|---|---|---|---|---|---|---|---|---|
| 2012 | 5% | $1,750,000 | II | $447,196 | Non-Project | $0 | $0 | $6,200,812 | Funded | $93,399 |
| | | | III | $460,900 | | | | | Unmet | $4,485 |
| | | | IV | $748,512 | Project | $0 | | | | |
| | | | V | $0 | | | | | | |
| | | | Total | $1,656,608 | | | | | | |
| | | | Project | $0 | | | | | | |
| 2013 | 5% | $2,543,148 | II | $53,083 | Non-Project | $128,418 | $0 | $4,633,038 | Funded | $6,881 |
| | | | III | $183,327 | | | | | Unmet | $0 |
| | | | IV | $838,680 | Project | $0 | | | | |
| | | | V | $1,332,226 | | | | | | |
| | | | Total | $2,407,316 | | | | | | |
| | | | Project | $0 | | | | | | |
| 2014 | 5% | $2,188,000 | II | $36,249 | Non-Project | $99,260 | $0 | $4,777,295 | Funded | $15,742 |
| | | | III | $11,076 | | | | | Unmet | $0 |
| | | | IV | $1,022,914 | Project | $0 | | | | |
| | | | V | $999,445 | | | | | | |
| | | | Total | $2,069,684 | | | | | | |
| | | | Project | $0 | | | | | | |
| 2015 | 5% | $1,156,000 | II | $14,798 | Non-Project | $56,609 | $0 | $4,531,429 | Funded | $3,078 |
| | | | III | $38,246 | | | | | Unmet | $0 |
| | | | IV | $457,766 | Project | $0 | | | | |
| | | | V | $583,926 | | | | | | |
| | | | Total | $1,094,736 | | | | | | |
| | | | Project | $0 | | | | | | |
| 2016 | 5% | $1,156,000 | II | $0 | Non-Project | $73,581 | $0 | $4,345,402 | Funded | $4,624 |
| | | | III | $32,548 | | | | | Unmet | $0 |
| | | | IV | $403,666 | Project | $0 | | | | |
| | | | V | $588,944 | | | | | | |
| | | | Total | $1,025,158 | | | | | | |
| | | | Project | $0 | | | | | | |

## *Summary*

| Functional Class | Rehabilitation | Prev. Maint. | Funded Stop Gap | Unmet Stop Gap |
|---|---|---|---|---|
| Arterial | $2,663,051 | $123,256 | $51,879 | $4,485 |
| Collector | $1,765,516 | $68,858 | $4,360 | $0 |
| Residential/Local | $3,824,935 | $165,754 | $67,484 | $0 |
| **Grand Total:** | $8,253,502 | $357,868 | $123,723 | $4,485 |

# Scenarios - Sections Selected for Treatment

**Interest: 3.00%** **Inflation: 3.00%** Printed: 09/04/2012

Scenario: 5 Year Work Plan

| Year | Budget | PM Amt | Year | Budget | PM Amt | Year | Budget | PM Amt |
|---|---|---|---|---|---|---|---|---|
| 2012 | $1,750,000 | 5% | 2013 | $2,543,148 | 5% | 2014 | $2,188,000 | 5% |
| 2015 | $1,156,000 | 5% | 2016 | $1,156,000 | 5% | | | |

| Street Name | Begin Location | End Location | Street ID | Section ID | FC | Surface | PCI | Cost | Rating | Treatment |
|---|---|---|---|---|---|---|---|---|---|---|
| **Year: 2012** | | | | | | | | | | |
| FEDERAL AVE | OTIS AVE | GIFFORD AVE | FEDAV | 505 | R | PCC | 81 | $4,637 | 68,538 | PANEL REPLACE 5% |
| | | | | | Treatment Total | | | $4,637 | | |
| BEAR CT | BEAR AVE | END | BEARCT | 265 | R | AC | 81 | $2,860 | 31,100 | CRACK SEAL & SLURRY SEAL |
| CARMELITA AVE | RANDOLPH PL | GAGE AVE | CARMAV | 415 | R | AC | 78 | $10,263 | 27,899 | CRACK SEAL & SLURRY SEAL |
| FILMORE ST | HOME AVE | CASITAS AVE | FILMST | 540 | R | AC | 74 | $3,287 | 29,388 | CRACK SEAL & SLURRY SEAL |
| ORCHARD AVE | GAGE AVE | RANDOLPH PL | ORCHAV | 955 | R | AC | 80 | $9,202 | 32,524 | CRACK SEAL & SLURRY SEAL |
| VINEVALE AVE | GAGE AVE | RANDOLPH ST | VINVAV | 1185 | R | AC/AC | 78 | $10,798 | 32,171 | CRACK SEAL & SLURRY SEAL |
| | | | | | Treatment Total | | | $36,410 | | |
| ALAMO AVE | N/CL (100; N/R | RANDOLPH ST | ALAMO | 125 | A | AC | 100 | $8,800 | 31,287 | THIN AC OVERLAY (1.5 IN.) + BASE REPAIR |
| ATLANTIC AVE NB | CL 350' S/FLORENCE AVE | FLORENCE AVE | ATLANT | 145 | A | AC | 100 | $29,400 | 27,057 | THIN AC OVERLAY (1.5 IN.) + BASE REPAIR |
| EASTERN AVE SB | BANDINI BLVD | MANSFIELD WAY | EASTAV | 495 | A | AC | 100 | $115,500 | 31,481 | THIN AC OVERLAY (1.5 IN.) + BASE REPAIR |
| FLORENCE AVE EB | OTIS AVE | ATLANTIC AVE | FLOREN | 600 | A | AC | 100 | $112,000 | 29,524 | THIN AC OVERLAY (1.5 IN.) + BASE REPAIR |
| FLORENCE AVE WB | WILCOX AVE | VINEVALE AVE | FLOREN | 655 | A | AC | 100 | $83,200 | 29,527 | THIN AC OVERLAY (1.5 IN.) + BASE REPAIR |
| FLORENCE AVE WB | ATLANTIC AVE | OTIS AVE | FLOREN | 665 | A | AC | 100 | $112,000 | 30,846 | THIN AC OVERLAY (1.5 IN.) + BASE REPAIR |
| | | | | | Treatment Total | | | $460,900 | | |
| GAGE AVE FRONTAGE | RIVER DR | HOME AVE | GAGEAV | 695 | A | AC | 100 | $52,800 | 30,448 | THICK AC OVERLAY(2.5 INCHES) |

** - Treatment from Project Selection

Scenarios Criteria:

| Street Name | Begin Location | End Location | Street ID | Section ID | FC | Surface | PCI | Cost | Rating | Treatment |
|---|---|---|---|---|---|---|---|---|---|---|
| GAGE AVE WB | WILCOX AVE | HELIOTROPE AVE | GAGEAV | 765 | A | AC/AC | 100 | $65,707 | 29,644 | THICK AC OVERLAY(2.5 INCHES) |
| HELIOTROPE AVE | RANDOLPH ST | GAGE AVE | HELIOA | 815 | C | AC | 100 | $92,000 | 26,234 | THICK AC OVERLAY(2.5 INCHES) |
| LOMA VISTA AVE | RANDOLPH PL | GAGE AVE | LOVIAV | 870 | A | AC | 100 | $67,947 | 30,223 | THICK AC OVERLAY(2.5 INCHES) |
| RANDOLPH PL | MAYWOOD AVE | 150' E/CARMELITA AVE | RANDPL | 1040 | C | AC/AC | 100 | $103,334 | 24,987 | THICK AC OVERLAY(2.5 INCHES) |
| RANDOLPH ST | WALKER AVE | 25' E/CASITAS AVE | RANDST | 1075 | C | AC/AC | 100 | $60,667 | 25,566 | THICK AC OVERLAY(2.5 INCHES) |
| | | | | | Treatment Total | | | $442,455 | | |
| ALAMO AVE | GAGE AVE | BELL AVE | ALAMO | 120 | R | AC | 100 | $31,900 | 48,189 | THIN AC OVERLAY(1.5 INCHES) |
| AMELIA EARHART WAY | BANDINI BLVD | LINDBERGH LN | AMEEAR | 135 | R | AC | 100 | $25,500 | 49,085 | THIN AC OVERLAY(1.5 INCHES) |
| BECK AVE | WILCOX AVE | VINEVALE AVE | BECKAV | 275 | R | AC | 100 | $31,720 | 49,646 | THIN AC OVERLAY(1.5 INCHES) |
| BELL AVE | HELIOTROPE AVE | WILCOX AVE | BELLAV | 300 | R | AC | 100 | $24,600 | 50,892 | THIN AC OVERLAY(1.5 INCHES) |
| BELL AVE | BEAR AVE | CALIFORNIA AVE | BELLAV | 320 | C | AC/AC | 100 | $56,156 | 35,287 | THIN AC OVERLAY(1.5 INCHES) |
| BELL AVE | CALIFORNIA AVE | SALT LAKE AVE | BELLAV | 325 | C | AC/AC | 100 | $16,500 | 34,037 | THIN AC OVERLAY(1.5 INCHES) |
| BELL PL | KING AVE | MAYFLOWER AVE | BELLPL | 335 | R | AC | 100 | $16,000 | 49,727 | THIN AC OVERLAY(1.5 INCHES) |
| BROMPTON AVE | WOODWARD AVE | KING AVE | BROMAV | 365 | R | AC | 100 | $15,080 | 49,085 | THIN AC OVERLAY(1.5 INCHES) |
| CASITAS AVE | RANDOLPH ST | FILMORE ST | CASITA | 420 | R | AC | 100 | $15,340 | 49,781 | THIN AC OVERLAY(1.5 INCHES) |
| CLARKSON AVE | GAGE AVE | BELL AVE | CLARKS | 450 | R | AC | 100 | $43,750 | 50,596 | THIN AC OVERLAY(1.5 INCHES) |
| FLORA AVE | BELL AVE | GAGE AVE | FLORAV | 575 | R | AC | 100 | $48,750 | 50,289 | THIN AC OVERLAY(1.5 INCHES) |
| FLORENCE AVE WB | VINEVALE AVE | ATLANTIC AVE | FLOREN | 660 | A | AC | 100 | $72,356 | 46,003 | THIN AC OVERLAY(1.5 INCHES) |
| GAGE AVE FRONTAGE | HOME AVE | RIVER DR | GAGEAV | 690 | A | AC | 100 | $26,217 | 44,270 | THIN AC OVERLAY(1.5 INCHES) |
| GAGE AVE WB | HELIOTROPE AVE | ATLANTIC AVE | GAGEAV | 770 | A | AC/AC | 100 | $77,000 | 54,327 | THIN AC OVERLAY(1.5 INCHES) |
| GAGE AVE WB | ATLANTIC AVE | OTIS AVE | GAGEAV | 775 | A | AC/AC | 100 | $59,205 | 52,182 | THIN AC OVERLAY(1.5 INCHES) |
| GAGE AVE WB | OTIS AVE | BEAR AVE | GAGEAV | 780 | A | AC/AC | 100 | $54,072 | 49,798 | THIN AC OVERLAY(1.5 INCHES) |

** - Treatment from Project Selection

Scenarios Criteria:

| Street Name | Begin Location | End Location | Street ID | Section ID | FC | Surface | PCI | Cost | Rating | Treatment |
|---|---|---|---|---|---|---|---|---|---|---|
| OTIS AVE | GAGE AVE | RANDOLPH ST | OTISAV | 985 | A | AC | 100 | $49,280 | 46,001 | THIN AC OVERLAY(1.5 INCHES) |
| PARK DR | BELL AVE | END | PARKDR | 1000 | R | AC | 100 | $17,640 | 51,215 | THIN AC OVERLAY(1.5 INCHES) |
| SOUTHALL LN | WALKER AVE | CHANSLOR AVE | SOTHLN | 1155 | R | AC | 100 | $18,000 | 49,764 | THIN AC OVERLAY(1.5 INCHES) |
| SOUTHALL LN | CHANSLOR AVE | RIVER DR | SOTHLN | 1160 | R | AC | 100 | $7,200 | 50,855 | THIN AC OVERLAY(1.5 INCHES) |
| SOUTHALL LN | CRAFTON AVE | SHERMAN WAY | SOTHLN | 1165 | R | AC | 100 | $5,940 | 50,704 | THIN AC OVERLAY(1.5 INCHES) |
| | | | | | Treatment Total | | | $712,206 | | |
| | | | | | **Year 2012 Total** | | | **$1,656,608** | | |

## Year: 2013

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| ACACIA ST | MAYFLOWER AVE | PROSPECT AVE | ACACIA | 110 | R | AC | 100 | $32,445 | 14,372 | RECONSTRUCT |
| BECK AVE | OTIS AVE | 86` W/OTIS AVE | BECKAV | 286 | R | AC | 100 | $10,630 | 14,372 | RECONSTRUCT |
| BELL PL | ATLANTIC AVE | CLARKSON AVE | BELLPL | 340 | R | AC | 100 | $26,677 | 14,372 | RECONSTRUCT |
| BROMPTON AVE | HELIOTROPE AVE | END | BROMAV | 350 | R | AC | 100 | $16,618 | 14,372 | RECONSTRUCT |
| BROMPTON AVE | HELIOTROPE AVE | WILCOX AVE | BROMAV | 355 | R | AC | 100 | $67,568 | 14,372 | RECONSTRUCT |
| FILMORE ST | WILCOX AVE | ALAMO AVE | FILMST | 520 | R | AC | 100 | $41,956 | 14,372 | RECONSTRUCT |
| FILMORE ST | PALA AVE | WALKER AVE | FILMST | 530 | R | AC | 100 | $32,445 | 14,372 | RECONSTRUCT |
| FILMORE ST | WALKER AVE | HOME AVE | FILMST | 535 | R | AC | 100 | $31,244 | 14,372 | RECONSTRUCT |
| FILMORE ST | CASITAS AVE | RIVER DR | FILMST | 545 | R | AC | 100 | $27,810 | 14,372 | RECONSTRUCT |
| FISHBURN AVE | FLORENCE AVE | BELL AVE | FISHAV | 550 | R | AC | 100 | $129,437 | 14,372 | RECONSTRUCT |
| FISHBURN AVE | RANDOLPH ST | GAGE AVE | FISHAV | 560 | R | AC | 100 | $115,360 | 14,372 | RECONSTRUCT |
| FLORA AVE | GAGE AVE | RANDOLPH ST | FLORAV | 580 | R | AC | 100 | $92,288 | 14,372 | RECONSTRUCT |
| GIFFORD AVE | BELL AVE | BROMPTON AVE | GIFFAV | 795 | R | AC | 100 | $62,487 | 14,372 | RECONSTRUCT |
| HOME AVE | GAGE AVE | RANDOLPH ST | HOMEAV | 825 | R | AC | 100 | $102,657 | 14,372 | RECONSTRUCT |
| LINDBERGH LN | AMELIA EARHART WAY | END | LINDLN | 860 | R | AC | 100 | $387,280 | 14,372 | RECONSTRUCT |
| MAYFLOWER AVE | BELL PL | ACACIA ST | MAYFAV | 890 | R | AC | 100 | $58,401 | 14,372 | RECONSTRUCT |
| MAYFLOWER PL | MAYFLOWER AVE | END | MAYFAV | 905 | R | AC | 100 | $18,540 | 14,372 | RECONSTRUCT |
| NEVADA ST | PROSPECT AVE | MAYFLOWER AVE | NEVAST | 930 | R | AC | 100 | $30,591 | 14,372 | RECONSTRUCT |
| SCELINA AVE | ACACIA ST | END | SCELAV | 1125 | R | AC | 100 | $20,600 | 14,372 | RECONSTRUCT |
| WEIK AVE | VINEVALE AVE | END | WEIKAV | 1220 | R | AC | 100 | $27,192 | 14,372 | RECONSTRUCT |
| | | | | | Treatment Total | | | $1,332,226 | | |

** - Treatment from Project Selection

Scenarios Criteria:

| Street Name | Begin Location | End Location | Street ID | Section ID | FC | Surface | PCI | Cost | Rating | Treatment |
|---|---|---|---|---|---|---|---|---|---|---|
| BEAR AVE | FLORENCE AVE | 150'S/FLORENCE AVE | BEARAV | 245 | R | AC | 91 | $1,395 | 23,192 | CRACK SEAL & SLURRY SEAL |
| BECK AVE | WOODWARD AVE | ATLANTIC AVE | BECKAV | 280 | R | AC | 91 | $5,230 | 42,912 | CRACK SEAL & SLURRY SEAL |
| BELL AVE | SHERMAN WAY | WILCOX AVE | BELLAV | 295 | R | AC | 91 | $4,821 | 43,145 | CRACK SEAL & SLURRY SEAL |
| BELL AVE | SALT LAKE AVE | BISSELL AVE | BELLAV | 330 | C | AC/AC | 80 | $7,711 | 43,369 | CRACK SEAL & SLURRY SEAL |
| BISSELL AVE | BELL AVE | 1100' N/BELL AVE | BISSEL | 345 | R | AC | 87 | $6,138 | 46,177 | CRACK SEAL & SLURRY SEAL |
| GAGE AVE EB | OTIS AVE | ATLANTIC AVE | GAGEAV | 710 | A | AC/AC | 84 | $22,175 | 60,852 | CRACK SEAL & SLURRY SEAL |
| GAGE AVE EB | HELIOTROPE AVE | WILCOX AVE | GAGEAV | 720 | A | AC/AC | 82 | $11,280 | 56,793 | CRACK SEAL & SLURRY SEAL |
| GAGE AVE WB | CL 350' E/FC | E/END FC BRIDG | GAGEAV | 745 | A | AC/AC | 80 | $3,525 | 53,208 | CRACK SEAL & SLURRY SEAL |
| GAGE AVE WB | HOME AVE | WILCOX AVE | GAGEAV | 760 | A | AC/AC | 82 | $13,899 | 56,793 | CRACK SEAL & SLURRY SEAL |
| GAGE AVE WB | BEAR AVE | MAYWOOD AVE | GAGEAV | 785 | A | AC/AC | 83 | $18,586 | 58,710 | CRACK SEAL & SLURRY SEAL |
| GIFFORD AVE | GAGE AVE | BELL AVE | GIFFAV | 800 | R | AC | 86 | $18,598 | 48,459 | CRACK SEAL & SLURRY SEAL |
| KING AVE | FLORENCE AVE | WEIK AVE | KINGAV | 830 | R | AC/AC | 84 | $1,607 | 34,834 | CRACK SEAL & SLURRY SEAL |
| MINNEWA LN | FLORA AVE | PINE AVE | MINNE | 913 | R | AC | 81 | $4,439 | 31,685 | CRACK SEAL & SLURRY SEAL |
| NELSON DR | VINEVALE AVE | HELIOTROPE AVE | NELSDR | 920 | R | AC | 87 | $3,385 | 41,126 | CRACK SEAL & SLURRY SEAL |
| PINE AVE | CL 150' N/RANDOLPH ST | RANDOLPH ST | PINEAV | 1015 | R | AC | 86 | $2,232 | 39,571 | CRACK SEAL & SLURRY SEAL |
| WALNUT ST | OTIS AVE | 100' W/OTIS AVE | WALNST | 1210 | C | AC | 87 | $1,162 | 43,159 | CRACK SEAL & SLURRY SEAL |
| WEIK AVE | MAYFLOWER AVE | KING AVE | WEIKAV | 1225 | R | AC | 86 | $5,022 | 48,318 | CRACK SEAL & SLURRY SEAL |
| WOODWARD AVE | FLORENCE AVE | WEIK AVE | WOODAV | 1275 | R | AC | 91 | $1,652 | 45,902 | CRACK SEAL & SLURRY SEAL |
| | | | | | Treatment Total | | | $132,857 | | |
| SHERMAN WAY | FLORENCE AVE | GAGE AVE | SHERWY | 1130 | R | AC/AC | 75 | $61,237 | 17,309 | PATCHING 5% & SLURRY SEAL |
| | | | | | Treatment Total | | | $61,237 | | |
| BELL AVE | OTIS AVE | BEAR AVE | BELLAV | 315 | C | AC/AC | 100 | $106,228 | 24,733 | THIN AC OVERLAY (1.5 IN.) + BASE REPAIR |

** - Treatment from Project Selection

Scenarios Criteria:

| Street Name | Begin Location | End Location | Street ID | Section ID | FC | Surface | PCI | Cost | Rating | Treatment |
|---|---|---|---|---|---|---|---|---|---|---|
| GAGE AVE EB | E/END FC BRIDG | CL 350' E/FC | GAGEAV | 740 | A | AC/AC | 100 | $15,862 | 26,880 | THIN AC OVERLAY (1.5 IN.) + BASE REPAIR |
| | | | | | Treatment Total | | | $122,090 | | |
| ATLANTIC AVE SB | FLORENCE AVE | CL 350' S/FLORENCE AVE | ATLANT | 180 | A | AC | 100 | $26,918 | 28,490 | THICK AC OVERLAY(2.5 INCHES) |
| BEAR AVE | GAGE AVE | BELL AVE | BEARAV | 255 | C | AC | 100 | $114,445 | 24,998 | THICK AC OVERLAY(2.5 INCHES) |
| GAGE AVE EB | LA SL RR | CALIFORNIA AVE | GAGEAV | 685 | A | AC/AC | 100 | $42,299 | 28,308 | THICK AC OVERLAY(2.5 INCHES) |
| GAGE AVE EB | CALIFORNIA AVE | BEAR AVE | GAGEAV | 700 | A | AC/AC | 100 | $99,979 | 28,532 | THICK AC OVERLAY(2.5 INCHES) |
| RANDOLPH ST | ATLANTIC AVE | HELIOTROPE AVE | RANDST | 1060 | C | AC/AC | 100 | $187,460 | 25,270 | THICK AC OVERLAY(2.5 INCHES) |
| RANDOLPH ST | HELIOTROPE AVE | ALAMO AVE | RANDST | 1065 | C | AC/AC | 100 | $118,565 | 24,958 | THICK AC OVERLAY(2.5 INCHES) |
| RANDOLPH ST | ALAMO AVE | WALKER AVE | RANDST | 1070 | C | AC/AC | 100 | $61,823 | 24,776 | THICK AC OVERLAY(2.5 INCHES) |
| RANDOLPH ST | 25' E/ CASITAS AVE | RIVER DR | RANDST | 1080 | C | AC/AC | 100 | $9,957 | 24,270 | THICK AC OVERLAY(2.5 INCHES) |
| WALKER AVE | RANDOLPH ST | GAGE AVE | WALKAV | 1195 | C | AC | 100 | $76,335 | 25,085 | THICK AC OVERLAY(2.5 INCHES) |
| | | | | | Treatment Total | | | $737,781 | | |
| CLARKSON AVE | RANDOLPH ST | GAGE AVE | CLARKS | 455 | R | AC | 100 | $41,200 | 46,741 | THIN AC OVERLAY(1.5 INCHES) |
| GAGE AVE EB | WILCOX AVE | HOME AVE | GAGEAV | 725 | A | AC/AC | 100 | $48,644 | 42,415 | THIN AC OVERLAY(1.5 INCHES) |
| KING AVE | BROMPTON AVE | GAGE AVE | KINGAV | 840 | R | AC/AC | 100 | $41,159 | 46,101 | THIN AC OVERLAY(1.5 INCHES) |
| YEAGER WAY | LINDBERGH LN | BANDINI BLVD | YEAGWY | 1295 | R | AC | 100 | $18,540 | 47,212 | THIN AC OVERLAY(1.5 INCHES) |
| | | | | | Treatment Total | | | $149,543 | | |
| | | | | | **Year 2013 Total** | | | **$2,535,734** | | |

## Year: 2014

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| BECK AVE | WALKER AVE | END | BECKAV | 270 | R | AC | 100 | $29,706 | 13,954 | RECONSTRUCT |
| BELL AVE | KING AVE | VINEVALE AVE | BELLAV | 305 | R | AC | 100 | $90,707 | 13,953 | RECONSTRUCT |
| BROMPTON AVE | ATLANTIC AVE | WOODWARD AVE | BROMAV | 360 | R | AC | 100 | $41,022 | 13,954 | RECONSTRUCT |
| CORONA AVE | RANDOLPH ST | GAGE AVE | CORON | 470 | R | AC | 100 | $118,821 | 13,954 | RECONSTRUCT |
| ORCHARD AVE | BELL AVE | 475' S/GAGE AVE | ORCHAV | 945 | R | AC | 100 | $66,201 | 13,954 | RECONSTRUCT |

** - Treatment from Project Selection

Scenarios Criteria:



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| Street Name | Begin Location | End Location | Street ID | Section ID | FC | Surface | PCI | Cost | Rating | Treatment |
|---|---|---|---|---|---|---|---|---|---|---|
| ORCHARD AVE | 475' S/GAGE AVE | GAGE AVE | ORCHAV | 950 | R | AC | 100 | $60,472 | 13,928 | RECONSTRUCT |
| PROSPECT AVE | GAGE AVE | BELL PL | PROSAV | 1025 | R | AC | 100 | $88,798 | 13,947 | RECONSTRUCT |
| RIVERSIDE AVE | ACACIA ST | BELL AVE | RIVRAV | 1105 | R | AC | 100 | $87,843 | 13,954 | RECONSTRUCT |
| SMITH ST | CALIFORNIA AVE | END | SMITST | 1150 | R | AC | 100 | $45,619 | 13,954 | RECONSTRUCT |
| SOUTHALL CT | BROMPTON AVE | END | SOTHCT | 1175 | R | AC | 100 | $52,055 | 13,934 | RECONSTRUCT |
| SOUTHALL LN | SHERMAN WAY | WILCOX AVE | SOTHLN | 1170 | R | AC | 100 | $45,831 | 13,954 | RECONSTRUCT |
| WEIK AVE | WILCOX AVE | VINEVALE AVE | WEIKAV | 1215 | R | AC | 100 | $112,173 | 13,933 | RECONSTRUCT |
| WILEY POST RD | BANDINI BLVD | LINDBERGH LN | WILYRD | 1265 | R | AC | 100 | $38,193 | 13,954 | RECONSTRUCT |
| WOODLAWN AVE | RANDOLPH ST | GAGE AVE | WOODAV | 1270 | R | AC | 100 | $122,004 | 13,933 | RECONSTRUCT |
| | | | | | Treatment Total | | | $999,445 | | |
| ACACIA ST | GIFFORD AVE | CORONA AVE | ACACIA | 115 | R | AC | 81 | $7,816 | 31,875 | CRACK SEAL & SLURRY SEAL |
| BECK AVE | CALIFORNIA AVE | BEAR AVE | BECKAV | 290 | R | AC | 85 | $11,034 | 36,243 | CRACK SEAL & SLURRY SEAL |
| CALIFORNIA AVE | WEIK AVE | 100' N/BECK AVE | CALIF | 390 | A | AC | 86 | $8,888 | 35,724 | CRACK SEAL & SLURRY SEAL |
| GEORGIA AVE | WEIK AVE | BROMPTON AVE | GEORAV | 790 | R | AC/AC | 80 | $10,655 | 34,601 | CRACK SEAL & SLURRY SEAL |
| KING AVE | RANDOLPH ST | GAGE AVE | KINGAV | 845 | R | AC/AC | 88 | $13,218 | 38,931 | CRACK SEAL & SLURRY SEAL |
| NEVADA ST | WILCOX AVE | END | NEVAST | 925 | R | AC | 84 | $6,092 | 34,778 | CRACK SEAL & SLURRY SEAL |
| PALM AVE | GAGE AVE | RANDOLPH ST | PALMAV | 995 | R | AC | 87 | $13,218 | 37,835 | CRACK SEAL & SLURRY SEAL |
| PROSPECT AVE | BROMPTON AVE | WEIK AVE | PROSAV | 1030 | R | AC/AC | 86 | $10,655 | 36,207 | CRACK SEAL & SLURRY SEAL |
| RIVERSIDE AVE | GAGE AVE | RANDOLPH ST | RIVRAV | 1110 | R | AC | 81 | $12,873 | 31,875 | CRACK SEAL & SLURRY SEAL |
| WOODWARD AVE | WEIK AVE | BROMPTON AVE | WOODAV | 1280 | R | AC | 84 | $10,758 | 34,778 | CRACK SEAL & SLURRY SEAL |
| WOODWARD AVE | BROMPTON AVE | GAGE AVE | WOODAV | 1285 | R | AC | 84 | $14,742 | 34,778 | CRACK SEAL & SLURRY SEAL |
| | | | | | Treatment Total | | | $119,949 | | |
| CALIFORNIA AVE | FLORENCE AVE | WEIK AVE | CALIF | 385 | A | AC | 100 | $11,076 | 24,609 | THIN AC OVERLAY (1.5 IN.) + BASE REPAIR |
| | | | | | Treatment Total | | | $11,076 | | |
| BEAR AVE | FLORENCE AVE | BELL AVE | BEARAV | 250 | C | AC | 100 | $134,853 | 24,366 | THICK AC OVERLAY(2.5 INCHES) |

** - Treatment from Project Selection

Scenarios Criteria:

| Street Name | Begin Location | End Location | Street ID | Section ID | FC | Surface | PCI | Cost | Rating | Treatment |
|---|---|---|---|---|---|---|---|---|---|---|
| FLORENCE AVE EB | BEAR AVE | OTIS AVE | FLOREN | 595 | A | AC | 100 | $157,862 | 27,956 | THICK AC OVERLAY(2.5 INCHES) |
| FLORENCE AVE EB | VINEVALE AVE | WILCOX AVE | FLOREN | 610 | A | AC | 100 | $117,690 | 27,544 | THICK AC OVERLAY(2.5 INCHES) |
| FLORENCE AVE WB | BEAR AVE | CALIFORNIA AVE | FLOREN | 675 | A | AC | 100 | $88,720 | 27,544 | THICK AC OVERLAY(2.5 INCHES) |
| GAGE AVE WB | W/END FC BRIDG | HOME AVE | GAGEAV | 755 | A | AC/AC | 100 | $41,079 | 27,697 | THICK AC OVERLAY(2.5 INCHES) |
| VINEVALE AVE | GAGE AVE | FLORENCE AVE | VINVAV | 1180 | C | AC/AC | 100 | $231,701 | 23,748 | THICK AC OVERLAY(2.5 INCHES) |
| WALKER AVE | FLORENCE AVE | GAGE AVE | WALKAV | 1190 | C | AC/AC | 100 | $251,009 | 23,748 | THICK AC OVERLAY(2.5 INCHES) |
| | | | | | Treatment Total | | | $1,022,914 | | |
| FLORENCE AVE WB | CALIFORNIA AVE | CL 200' W/CALIFORNIA AVE | FLOREN | 680 | A | AC | 100 | $8,558 | 40,264 | THIN AC OVERLAY(1.5 INCHES) |
| OTIS AVE | ALLEY | GAGE AVE - EAST | OTISAV | 975 | A | AC | 100 | $7,002 | 40,270 | THIN AC OVERLAY(1.5 INCHES) |
| | | | | | Treatment Total | | | $15,560 | | |
| | | | | | **Year 2014 Total** | | | **$2,168,944** | | |

## Year: 2015

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| CRAFTON AVE | GAGE AVE | FLORENCE AVE | CRAFTO | 475 | R | AC | 100 | $328,146 | 13,529 | RECONSTRUCT |
| FILMORE ST | PROSPECT AVE | HELIOTROPE AVE | FILMST | 510 | R | AC | 100 | $109,273 | 13,524 | RECONSTRUCT |
| FILMORE ST | ALAMO AVE | PALA AVE | FILMST | 525 | R | AC | 100 | $33,147 | 13,518 | RECONSTRUCT |
| PINE AVE | NORTH END | GAGE AVE | PINEAV | 1020 | R | AC | 100 | $113,360 | 13,537 | RECONSTRUCT |
| | | | | | Treatment Total | | | $583,926 | | |
| BEAR AVE | GAGE AVE | RANDOLPH ST | BEARAV | 260 | C | AC | 88 | $17,134 | 31,301 | CRACK SEAL & SLURRY SEAL |
| LOMA VISTA PL | BELL AVE | GAGE AVE | LOVIAV | 875 | R | AC | 81 | $14,798 | 32,213 | CRACK SEAL & SLURRY SEAL |
| MANSFIELD WAY | EASTERN AVE | END | MANSWY | 885 | R | AC | 84 | $13,369 | 31,151 | CRACK SEAL & SLURRY SEAL |
| RICKENBACKER RD | EASTERN AVE | END | RICKBA | 1085 | R | AC | 89 | $11,933 | 28,175 | CRACK SEAL & SLURRY SEAL |
| WALNUT ST | OTIS AVE | END | WALNST | 1205 | C | AC | 85 | $14,173 | 30,614 | CRACK SEAL & SLURRY SEAL |
| | | | | | Treatment Total | | | $71,407 | | |
| CORONA AVE | BELL AVE | FLORENCE AVE | CORON | 460 | R | AC/AC | 71 | $38,246 | 12,586 | PATCHING 5% & SLURRY SEAL |

| Street Name | Begin Location | End Location | Street ID | Section ID | FC | Surface | PCI | Cost | Rating | Treatment |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Treatment Total | | | $38,246 | | |
| BELL AVE | ATLANTIC AVE | OTIS AVE | BELLAV | 310 | C | AC/AC | 100 | $144,483 | 22,920 | THICK AC OVERLAY(2.5 INCHES) |
| FLORENCE AVE EB | ATLANTIC AVE | VINEVALE AVE | FLOREN | 605 | A | AC | 100 | $161,724 | 27,114 | THICK AC OVERLAY(2.5 INCHES) |
| FLORENCE AVE WB | OTIS AVE | BEAR AVE | FLOREN | 670 | A | AC | 100 | $144,532 | 27,114 | THICK AC OVERLAY(2.5 INCHES) |
| | | | | | Treatment Total | | | $450,739 | | |
| ACACIA ST | WILCOX AVE | ALAMO AVE | ACACIA | 100 | R | AC | 100 | $5,278 | 44,740 | THIN AC OVERLAY(1.5 INCHES) |
| FEDERAL AVE | 80' WEST OF CLARKSON AVE | CLARKSON AVE | FEDAV | 500 | R | AC | 100 | $1,749 | 43,929 | THIN AC OVERLAY(1.5 INCHES) |
| | | | | | Treatment Total | | | $7,027 | | |
| | | | | | **Year 2015 Total** | | | **$1,151,345** | | |
| **Year: 2016** | | | | | | | | | | |
| BANDINI BLVD EB | AMELIA EARHART WAY | 50' W/WILEY POST RD | BANDIN | 220 | A | AC | 100 | $283,329 | 9,969 | RECONSTRUCT |
| CALIFORNIA AVE | 100' N/BECK AVE | BELL AVE | CALIF | 395 | A | AC | 100 | $183,684 | 9,969 | RECONSTRUCT |
| FISHBURN AVE | BELL AVE | GAGE AVE | FISHAV | 555 | R | AC | 100 | $121,931 | 13,140 | RECONSTRUCT |
| | | | | | Treatment Total | | | $588,944 | | |
| FLORENCE AVE (FRONT) | RIVER DR | 150' E/WALKER AVE | FLOREN | 585 | A | AC | 91 | $7,154 | 25,823 | CRACK SEAL & SLURRY SEAL |
| FLORENCE AVE (FRONT) | FLORENCE AVE | END | FLOREN | 590 | A | AC | 91 | $7,154 | 25,819 | CRACK SEAL & SLURRY SEAL |
| RANDOLPH ST | CARMELITA AVE | OTIS AVE | RANDST | 1045 | C | AC/AC | 92 | $28,678 | 22,762 | CRACK SEAL & SLURRY SEAL |
| WILCOX AVE | FLORENCE AVE | SOUTH C L | WILCAV | 1250 | A | AC | 91 | $9,885 | 25,815 | CRACK SEAL & SLURRY SEAL |
| WILCOX AVE | GAGE AVE | RANDOLPH ST | WILCAV | 1260 | A | AC | 91 | $20,710 | 25,823 | CRACK SEAL & SLURRY SEAL |
| | | | | | Treatment Total | | | $73,581 | | |
| SAN LUIS AVE | FLORENCE AVE | BELL AVE | SALUAV | 1120 | R | AC/AC | 77 | $32,548 | 13,490 | PATCHING 5% & SLURRY SEAL |
| | | | | | Treatment Total | | | $32,548 | | |
| GAGE AVE EB | ATLANTIC AVE | HELIOTROPE AVE | GAGEAV | 715 | A | AC/AC | 100 | $189,086 | 26,082 | THICK AC OVERLAY(2.5 INCHES) |
| GAGE AVE EB | HOME AVE | W/END FC BRIDG | GAGEAV | 730 | A | AC/AC | 100 | $49,523 | 26,082 | THICK AC OVERLAY(2.5 INCHES) |

| Street Name | Begin Location | End Location | Street ID | Section ID | FC | Surface | PCI | Cost | Rating | Treatment |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Treatment Total | | | $238,609 | | |
| CHANSLOR AVE | GAGE AVE | FLORENCE AVE | CHANSL | 430 | R | AC | 100 | $105,348 | 43,028 | THIN AC OVERLAY(1.5 INCHES) |
| KING AVE | N/CL (100' N/R | RANDOLPH ST | KINGAV | 850 | R | AC | 100 | $3,377 | 43,198 | THIN AC OVERLAY(1.5 INCHES) |
| PINE AVE | BELL AVE | FLORENCE AVE | PINEAV | 1010 | R | AC | 100 | $56,332 | 43,147 | THIN AC OVERLAY(1.5 INCHES) |
| | | | | | Treatment Total | | | $165,057 | | |
| | | | | | **Year 2016 Total** | | | **$1,098,739** | | |
| | | | | | **Grand Total** | | | **$8,611,370** | | |

# City of Bell
# Agenda Report

DATE: September 12, 2012

TO: Mayor and Members of the City Council

FROM: Council Member Ana Maria Quintana

SUBJECT: Approval of Resolution to Support the Designation of Bell Senior High School as a Gifted and High Ability Magnet School.

RECOMMENDATION:

That the City Council approve the Resolution to Support the Designation of Bell Senior High School as a gifted and high ability magnet school. Attached is the letter of support to Superintendent Dr. John E. Deasy.

ANA MARIA
QUINTANA

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August 28, 2012

Dr. John E. Deasy
333 S. Beaudry Ave.
Los Angeles, CA 90017

Dear Dr. Deasy:

I am pleased to write this letter of support for the proposal submitted by Bell Senior High School to have it be designated as a Gifted and High Ability Magnet School. This project helps to address the critical need in the south east area of the school district to advance students gifted in STEM careers and provide teachers with professional development and technology tools.

The design team of this school has worked many years in the fields of education and basic scientific research with a focus on technology and STEM. The principal goal of this project is to address and further develop the strengths and talents of children identified as academically gifted and talented. In addition, it will provide opportunities for underrepresented minority students that do not currently exist in the south east area of LAUSD.

As a former graduate of Bell High School and someone who can attest to the qualifications of its student body, faculty and staff, I highly support the Bell High School Gifted and High Ability Magnet school and believe the implementation of this program will provide a curriculum that is specifically designed for academically advanced learners and assist in raising the standards of performance for the student body in general. This school will create a source of critical thinkers, increase science literacy, and enable the next generation of innovators.

Regards,

Ana Maria Quintana
Councilmember, City of Bell, CA