City Council Agenda

Regular Meeting

Bell City Council

Wednesday, May 16, 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 Council Chambers, 6330 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

MEETING OF THE

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

May 16, 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 the Bell Community Housing Authority/ Planning Commissioners/ and, Members of the Successor Agency to the Bell Community Redevelopment Agency: 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) PUBLIC EMPLOYMENT pursuant to Government Code Section 54957 (b) (1) Title: Chief Administrative Officer

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

   c) 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*

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

e.) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation (Government Code Section 54956.9(b)) (two (2) potential cases)

Reconvene Regular Meeting

Pledge of Allegiance

Proclamation in Recognition of Relay for Life sponsored by the American Cancer Society

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 members of the public may address the City Council, Bell Community Housing Authority the Successor Agency to the Bell Community Redevelopment Agency and the Planning Commission. The public may speak on items that are on the agenda and on non-agenda items that are under the subject matter jurisdiction of City Council and/or its related authorities and agencies.

Persons wishing to address the Council/Agencies on the Consent and/or Business Calendars should identify the items they wish to speak on at this time and provide a completed "blue" speaker card to the City Clerk. Request to Speak forms must be submitted prior to the beginning of the public comment period on Agenda Items. Speaker cards shall not be accepted by the City Clerk after the first speaker begins his/her comments.

Speakers will be called to speak by the Mayor/Chair at the appropriate time. Comments are limited to three minutes on all items. When addressing the Council/Agencies, please address the Council through the Mayor/Agency Chair.

State law prohibits the Council and/or its related authorities and agencies from taking action on a matter not on this Agenda. Any matter may be referred to the Interim Chief Administrative Officer for follow up.

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 through No. 5

2. Approval of Minutes of the Special Meeting of the City Council on April 25, 2012, and the Regular Meeting of May 2, 2012 **(Council/*Successor Agency to the Bell Community Redevelopment Agency/Bell Community Housing Authority***

3. Approval of General Warrants and Community Housing Authority and Successor Agency to the Community Redevelopment Agency Warrants dated May 16, 2012. ***(Council/Successor Agency to the Bell Community Redevelopment Agency/Bell Community Housing Authority)***

4. Adoption of Ordinance pertaining to the regulation of yard sales in the R-1, R-2, and R-3 Residential Zoning Districts.***(Council)***

   Recommendation: Adopt Ordinance No. 1186 (Second Reading).
   (Introduction for reading of title presented at the Regular Meeting of May 2, 2012)

   <u>ORDINANCE NO. 1186</u> - An Ordinance of the City Council of City of Bell, California, adopting Zoning Code Amendment 2012-01, amending Bell Municipal Code Section 17.16.030, Section 17.20.030 and Section 17.24.030 pertaining to the regulations of yard sales in the R-1, R-2 and R-3 Residential Zoning Districts.

5. 2012 Justice Assistance Grant (JAG) for Police Radio Improvements ***(Council)***

   Recommendation: Approve the 2012 JAG Grant application in the Amount of $15,648 to improve the police radio system

Public Hearings

6. Development of a proposed 490,000 square foot warehouse distribution building, located at 5553 Bandini Boulevard in the City of Bell. (Applicant: Xebec Reality Partners.)

   Applicant: Xebec Reality Partners

   Recommendation: Approve the proposed development and adopt Resolutions Nos. 2012-43-PC, 2012-44-PC, and 2012-45-PC.

   <u>RESOLUTION NO. 2012-43-PC</u> - A Resolution of the Planning Commission of the City of Bell approving a mitigated negative declaration and mitigation monitoring and reporting program for the Bandini Industrial Center project, including Parcel Map No. 71920 to combine three parcels into one 21.26 acre lot; Conditional Use Permit No. 2012-07 and

Architectural Review Board No. 2012-11 for the construction and operation of a 490,000 square foot warehouse distribution building with 188 vehicular parking spaces, 71 dock doors and 78,000 square feet of landscaping; located on the north side of Bandini Boulevard between Pennington Way and Yeager Way, 5553 Bandini Boulevard, City of Bell, CA 90201 (APN: 6332-002-932, 6332-002-933 and a portion of 6223-002-940)

RESOLUTION NO. 2012-44-PC – A Resolution of the Planning Commission of the City of Bell approving Tentative Parcel Map No. 71920 for the Bandini Industrial Center Project. The Parcel Map will combine three parcels, one of which is located in the City of Vernon into one 21.26 acre parcel; for the construction and operation of a 490,000 square foot warehouse distribution building with 188 vehicular parking spaces, 71 dock doors and 78,000 square feet of landscaping; generally located on the north side of Bandini Boulevard between Pennington Way and Yeager Way, 5553 Bandini Boulevard, City of Bell, CA 90201 (APN: 6332-002-932, 6332-002-933 and a portion of 6223-002-940)

RESOLUTION NO. 2012-45-PC – A Resolution of the Planning Commission of the City of Bell approving Conditional Use Permit No. 2012-01 and Architectural Review Board No. 2012-11 for the Bandini Industrial Center Project. The Conditional Use Permit and Architectural Review Board provide the standards for construction and operation of a 490,000 square foot warehouse distribution building with 188 vehicular parking spaces, 71 dock doors and 78,000 square feet of landscaping; to be constructed on one 21.26 acre parcel; which straddles the boundary between the City of Bell and the City of Vernon; generally located on the north side of Bandini Boulevard between Pennington Way and Yeager Way, 5553 Bandini Boulevard, City of Bell, CA 90201 (APN: 6332-002-932, 6332-002-933 and a portion of 6223-002-940)

7. Consideration of extension of Urgency Ordinance imposing a temporary moratorium on Medical Marijuana Dispensaries and temporary restrictions on cultivation of marijuana

Recommendation: Adopt Ordinance No. 1188

ORDINANCE NO. 1188 - An interim Urgency Ordinance of the City Council of the City of Bell, California, extending a moratorium adopted by Ordinance No. 1185 by 10 months and 15 days, Imposing a Temporary Moratorium on the Establishment of Medical Marijuana Dispensaries, and Imposing Temporary Restrictions on Cultivation of Medical Marijuana

Business Calendar

8. Award of New Solid Waste Collection Franchise to Consolidated Disposal Service ***(Council)***

Recommendation:

a.) Award the new solid waste franchise (Attachment A) effective July 1, 2010 to Consolidated Disposal Service (CDS).

b.) Approve the rates contained in the attachments submitted by CDS as the maximum rates effective July 1, 2010.

9. Engineer's Reports for Fiscal Year 2012-13 Landscape and Lighting District and Sewer Maintenance District ***(Council)***

Recommendation:

a) Adopt Resolutions Nos. 2012-39 and 2012-40 approving the Engineer's Reports regarding the levying and collection of assessments within the City's Landscape and Lighting and Sewer Maintenance Assessment Districts.

b) Adopt Resolutions Nos. 2012-41 and 2012-42 setting July 18, 2012 for a separate Public Hearing to consider the levying and collection of assessments within the above-described Assessment Districts.

<u>RESOLUTION NO. 2012-39</u> - A Resolution of the City Council of the City of Bell, California Approving the Engineer's Report Regarding the Levy and Collection of Assessments within the City of Bell Landscaping and Lighting Assessment District for the 2012-13 Fiscal Year and Directing that the City Clerk Make the Engineer's Report a Permanent Record Available for Public Inspection.

<u>RESOLUTION NO. 2012-40</u> - A Resolution of the City Council of the City of Bell, California, Approving the Engineer's Report Regarding the Levy and Collection of Assessments Within the City of Bell Sewer Maintenance District for the 2012-13 Fiscal Year and Directing that the City Clerk Make the Engineer's Report a Permanent Record Available for Public Inspection

<u>RESOLUTION NO. 2012-41</u> - A Resolution of the City Council of the City of Bell, County of Los Angeles, California, Declaring the Intention to Levy and Collect the Annual Assessments within the City of Bell Landscaping and Lighting Assessment District for the 2012-13 Fiscal Year Pursuant to the Provisions of Division 15, Part 2, of the Streets and Highways Code of the State of California, and Setting a Time and Place for Public Hearing of Objections Hereon.

<u>RESOLUTION NO. 2012-42</u> - A Resolution of the City Council of the City of Bell, County of Los Angeles, California, Declaring the Intention to Levy and Collect the Annual Assessments for the Sewer Maintenance District for the 2012-13 Fiscal Year, and Fixing a Time and Place for Hearing of Objections Hereon.

10. Street Sweeping, Bus Shelter Cleaning and Sidewalk Cleaning Request for Proposal. ***(Council)***

Recommendation:

a.) Approve the release of a Request for Proposal for Street Sweeping, Bus Shelter Cleaning and Sidewalk Cleaning Services

b.) Approve Amendment No. 5 to the City of Bell and Graffiti Protective Coatings, Inc. Agreement that authorizes the continuation of services of bus shelter cleaning until the chosen provider begins service

11. Public Transportation Request for Proposal ***(Council)***

Recommendation: Approve the release of a Request for Proposal for Public Transportation Services

12. Ordinance Establishing Hours of Operation for all City Parks Facilities (First Reading - Introduction for Reading of Title) ***(Council)***

Recommendation: Place Ordinance No. 1187 on first reading for introduction.

ORDINANCE NO. 1187 - An Ordinance of the City of Bell Establishing Hours of Operation at All City Park Facilities.

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

Next Regular Meeting, Wednesday, June 6, 2012

I, Patricia Healy, CMC, Interim City Clerk of the City of Bell, certify that a true, accurate copy of the foregoing agenda was posted on May 11, 2012, at least seventy-two hours prior to the meeting as required by law.

Patricia Healy

Patricia Healy, CMC
Interim City Clerk

Meeting of
Bell City Council / Bell Community Housing Authority/
Successor Agency to Bell Community Redevelopment Agency

May 16, 2012

5:00 P.M. Closed Session
7:00 P.M. Open Session

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CITY OF BELL, CALIFORNIA

MINUTES OF THE SPECIAL MEETING OF THE

BELL CITY COUNCIL
April 25, 2012

Bell Community Center
6250 Pine Avenue

Called to Order by Mayor Saleh at 6:06 P.M.

Roll Call of the City Council in their capacities as Councilmembers:

Present: Councilmembers Harber, Vice-Mayor Alvarez, and Mayor Saleh (3)

Absent: Councilmembers Quintana and Valencia (2)*

Also Present: Interim Chief Administrative Officer Croce

* Councilmember Quintana arrived at the meeting at 6:09 P.M.; and Councilmember Valencia arrived at the meeting at 6:27 P.M.

Pledge of Allegiance was led by Fernando Chevarria

Communications from the Public on matters on the Agenda

The Mayor announced that an opportunity for the public to address the Council would be provided at a later time during the meeting

Agenda Items

1. 2012-13 Budget Preparation Update

Interim Chief Administrative Officer Croce presented a brief explanation of the process for the 2012/13 General Fund Budget Development, including the forecast assumptions and a summary of the working budget. He noted that budget gaps would need to be closed by reducing expenditures in the General Fund and that the Council must consider several options for closing that gap during the ensuing weeks when the Council deliberates on the budget for next fiscal year. Following this presentation, Council discussion ensued.

2. Capital Improvement Program Update

Terry Rodrigue, City Engineer presented an update on the Fiscal Year 2012/13 Capital Improvement Program. He explained that capital improvements fell in four categories: Transportation, Wastewater, Parks, and Facilities. He outlined the funding sources for Transportation projects, and listed the current projects. He outlined the prospective projects for 2012/13 Fiscal Year in all four categories. He noted that the City needed to develop a five year CIP program, identify funding gaps, pursue funding programs and grants, and update the CIP on a yearly basis. Following this presentation, Council discussion ensued.

3. Review of Human Resources Classification Study

David Morgan, Project Manager, and Debbie Owen, Technical Advisor form CPS HR Consulting provided an overview of the recently completed City Classification Study including the scope of work, study process and findings and a discussion of next steps. Ms. Owen explained that the scope of work included classification review and analysis of the City's non-sworn positions (33 employees, and 22 job classifications). For comparison purposes the organizational structure of other agencies was reviewed. She then detailed the study findings. Councilmembers asked questions and discussed the various findings.

At this time, the Mayor opened the public comment period. Fernando Chevarria made general comments related to the classification study and Alfred Areyan noted the need to generate additional revenue for the City

Councilmember Quintana announced that today was National Jeans Day, which is a campaign to raise awareness and educate the public about sexual assault.

Adjournment – 8:17 P.M.

Next Regular Meeting, Wednesday, May 2, 2012

I, Patricia Healy, CMC, Interim 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 May 16, 2012.

_____

Patricia Healy, CMC
Interim City Clerk

CITY OF BELL, CALIFORNIA

MINUTES OF THE

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

May 2, 2012

Bell Community Center
6250 Pine Avenue

Called to Order by Mayor Saleh at 5:38 P.M

Roll Call of the City Council in their capacities as Councilmembers/ Members of the Bell Community Housing Authority/ and, Successor Agency to the Bell Community Redevelopment Agency:

Present: Councilmembers Harber, Quintana, and Valencia, and Mayor Saleh (4)

Absent: Vice-Mayor Alvarez (1) *

Also Present: Interim Chief Administrative Officer Croce, City Attorney Aleshire, and Interim City Clerk Pat Healy

* Vice Mayor Alvarez arrived during the Closed Session at 5:46 P.M.

Communications from the Public on Closed Session Items

None

The City Attorney announced that the need to consider a litigation matter related to "People vs. Rizzo" was brought to the City's attention subsequent to the posting of the Agenda and to consider this item the Council, by a 4/5 vote, would need to make this finding.

Motion by Councilmember Harber, seconded by Councilmember Valencia to add Item 1(g). to the Closed Session Agenda was approved by the following vote:

Ayes: ***Councilmembers Harber, Quintana, and Valencia, and Mayor Saleh (4)***
Noes: ***None (0)***
Abstained: ***None (0)***
Absent: ***Vice-Mayor Alvarez (1)***

MOTION APPROVED

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

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

   c) 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*

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

   e) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of case: *James Corcoran v. City of Bell* Case No.: Los Angeles County Superior Court BC442280 **

   f.) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation (Government Code Section 54956.9(b)) (four (4) potential cases)

   g.) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of case: *People v. Robert Rizzo, et al* Case No.: Los Angeles Superior Court BC445497

** Councilmember Valencia recused himself from participating in Item 1(e) and left the dais for this item only.

Reconvene Regular Meeting

Pledge of Allegiance was led by Councilmember Quintana

Presentation by interim Director of Finance on Department Activities and Organization (Continued to a date to be determined)

City Attorney Report

The City Attorney reported that all closed session items were discussed except 1 (b) and that status reports were given on all matters; there was no action to report out.

Communications from the Public on Non-Agenda Matters and matters on the Agenda

The following individuals addressed the City Council on non-agenda items and items on the Agenda:

Juliann Chico Sanchez (general); Edith Tamayo (general); Marcos Oliva (general); Dianne Oliva (general, 9a and 9b); Sandra Orozco (Item 9); Ismael Morales (Items 4,5, and 9); Nora Saenz (Items 8,9); Carmen Bella (Item 9); Trina Corado (Items 5, and 9); Jose Moreno (Item 8); Hilda Rodriguez (general); Jorge Mansilla (overnight parking); Jason Gondola (damages to his property)

Study Item

Review Draft Purchasing Ordinance – Item continued to a later Regular Council meeting

Consent Calendar

- Items 4 and 5 pulled from the consent calendar for further discussion by Councilmember Valencia

2. Approval of Minutes of the Special Meetings of the City Council on April 7 and April 13, 2012, and the Regular Meeting of April 18, 2012 **(Council/*Successor Agency to the Bell Community Redevelopment Agency/Bell Community Housing Authority***

3. Approval of General Warrants and Community Housing Authority and Successor Agency to the Community Redevelopment Agency Warrants dated May 2, 2012. ***(Council/Successor Agency to the Bell Community Redevelopment Agency/Bell Community Housing Authority)***

4. Consideration of a new Professional Services Contract agreement with Rosenow Spevavek Group (RSG), Inc. to provide ongoing technical financial and administrative services ***(Successor Agency to the Bell Community Redevelopment Agency)***

5. Preparation of Engineer Reports for City-Wide Assessment Districts

Motion by Councilmember Valencia, seconded by Councilmember Harber to approve consent calendar Item No. 2 (as amended), and Consent Calendar Item No. 3 was approved by the following vote:***

Ayes:	***Councilmembers Harber, Quintana, and Valencia, Vice-Mayor Alvarez, and Mayor Saleh (5)***
Noes:	***None (0)***
Abstained:	***None (0)***
Absent:	***None (0)***

MOTION UNANIMOUSLY APPROVED

*** Minutes of April 18th corrected to reflect that the motion on the Dial A Ride Public Transportation Request for proposal was made by Mayor Saleh, and not Councilmember Quintana, and the motion was to reject all bids and instruct staff to prepare a new request for proposal. for transit services. Councilmember Quintana had made a motion to approve staff's initial recommendations, but the motion failed due to lack of a second.

Motion by Councilmember Harber, seconded by Councilmember Quintana, to approve a new Contract Agreement for Professional Services with RSG for one year with a contract amount not to exceed a maximum of $25,000, and authorize the Interim Chief Administrative Officer to execute the contract service agreement (Item 4), was adopted by the following vote:

Ayes:	***Councilmembers Harber, Quintana, and Valencia, Vice-Mayor Alvarez, and Mayor Saleh (5)***
Noes:	***None (0)***
Abstained:	***None (0)***
Absent:	***None (0)***

MOTION UNANIMOUSLY APPROVED

Motion by Vice-Mayor Alvarez, seconded by Councilmember Quintana, to direct the City Engineer to prepare the Engineer's Reports for the Landscape and Lighting District and Sanitation/Sewer District (Item 5), was adopted by the following vote:

Ayes:	***Councilmembers Harber, Quintana, and Valencia, Vice-Mayor Alvarez, and Mayor Saleh (5)***
Noes:	***None (0)***
Abstained:	***None (0)***
Absent:	***None (0)***

MOTION UNANIMOUSLY APPROVED

Councilmember Valencia requested that Item 9 (a) and (b) be taken out of order. Without objection, the Mayor announced that the Council would consider Item 9 (a) and (b) at this time.

9. Police Services ***(Council)***

a) Update on Provision of Police Services to Cudahy

Interim Chief Administrative Officer Croce provided the Council with an update on the negotiations with the City of Cudahy for the provision of Police Services by the Bell Police Department. He noted that this item would be placed on the Council Agenda for the regular meeting of May 16, 2012 for further discussion and consideration.

b) Phase One Study by the Los Angeles County Sheriff's Office on providing police services to the City of Bell (Continued from 4/18/2012)

This item was placed on the agenda at the request of Councilmember Valencia. Councilmember Valencia stressed the need to look at every option and suggested that staff be directed to formally ask the Los Angeles Sheriff's Office to do a phase one study on the costs and benefits of the Sheriff's office providing police services in the City of Bell. Council discussion ensued. The Mayor called for a recess at 8:31 P.M. and reconvened the discussion at 8:38 P.M. The Mayor called a second recess at 9:05 P.M. and reconvened the discussion at 9:15 P.M. Following the discussion, Councilmember Valencia moved that staff be directed to formally ask the Sheriff's Office to perform a phase one study. The motion failed due to a lack of a second.

Public Hearing

6. Introduction of ordinance amending the Zoning Code related to Yard Sales ***(Council)***

The Mayor announced that this was the time to conduct a public hearing relative to proposed amendments to the Zoning Code related to yard sales in the City. Nancy Fong, Interim Director of Community Development presented an explanation of the proposed amendments pertaining to the regulations of yard sales in the R-1, R-2, and R-3 Residential Zoning Districts. Following this presentation, the Mayor opened the public hearing on this matter. The following speakers addressed the Council in support or opposition, or expressing concerns about the proposal:

Ismael Morales expressed concern about the increase in paperwork; Sonnia Tanzanilla expressed concerns related to the fee for permits; Carmen Bella also expressed concerns related to the fees; Victor Portillo expressed concerns about limits to the number of yard sales allowed; Norma Saenz expressed concerns related to the permit fees; a property owner questioned why the fee was felt to be excessive and explained that she paid property taxes and did not feel the fee was excessive; Donna Gannon did not believe the increase in the number of yard sales permitted was excessive; Marcos Oliva did not object to the increase of allowable sales per year to four times annually.

Hearing no one else desiring to address the City Council, the Mayor closed the public hearing; Council discussion ensued.

ORDINANCE NO. 1186 - An Ordinance of the City Council of City of Bell, California, adopting Zoning Code Amendment 2012-01, amending Bell Municipal Code Section 17.16.030, Section 17.20.030 and Section 17.24.030 pertaining to the regulations of yard sales in the R-1, R-2 and R-3 Residential Zoning Districts.

Motion by Councilmember Harber, seconded by Vice-Mayor Alvarez, to approve Zoning Code Amendment 2012-01 and introduce Ordinance No. 1186 and read by title only, and schedule for Second Reading on May 16, 2012, was adopted by the following vote:

Ayes: ***Councilmembers Harber, Quintana, and Valencia, Vice-Mayor Alvarez, and Mayor Saleh (5)***
Noes: ***None (0)***

Abstained: ***None (0)***
Absent: ***None (0)***

MOTION UNANIMOUSLY APPROVED

Business Calendar

7. Amendment to Agreement with and progress update by MGO, City of Bell Independent Auditors ***(Council/Successor Agency to the Bell Community Redevelopment Agency/ Bell Community Housing Authority)***

Jim Godsey, representing MGO Certified Public Accountants, gave an update on the status of the Fiscal Year 2009/2010 audit of the City of Bell and explained why an increase of $85,000 was necessary to complete this audit. Following his explanation, Council discussion ensured.

Motion by Councilmember Valencia, seconded by Councilmember Quintana to approve **an $85,000 increase to the MGO Certified Public Accountants contract for the Fiscal Year 2009/10 Audit, was approved by the following vote:**

Ayes: ***Councilmembers Harber, Quintana, and Valencia, Vice-Mayor Alvarez, and Mayor Saleh (5)***
Noes: ***None (0)***
Abstained: ***None (0)***
Absent: ***None (0)***

MOTION UNANIMOUSLY APPROVED

8. Solid Waste ***(Council)***

a) Automated Container Proposer Award

Bill Smith, Pro-bono consultant on Solid Waste Recycling Proposal evaluation, gave a presentation to the Council on this matter, and explained that three bids were received for the purchase of automated containers. Following his presentation and recommendation, Council discussion ensued.

Motion by Vice-Mayor Alvarez, seconded by Council Quintana to **award the contract for the purchase of automated refuse/recycling containers to Rehrig Pacific Company, and, appropriate $970,595.00 from the Sanitation Fund (Fund 8) for the purchase of the containers, was approved by the following vote:**

Ayes: ***Councilmembers Harber, Quintana, and Vice-Mayor Alvarez (3)***
Noes: ***Councilmember Valencia and Mayor Saleh (2)***
Abstained: ***None (0)***
Absent: ***None (0)***

MOTION APPROVED

b) Solid Waste Recycling Proposal Evaluation

Pro-bono consultant Mr. Smith informed the Council that seven bids had been received by the May 1, 2012 deadline at 10:30 a.m., and the City was reviewing these proposals. He recommended that the Council appoint two members to work with staff to evaluate and recommend a Solid Waste Hauler from those companies which responded to the City's request for proposals. Following Council discussion, Councilmember Quintana and Mayor Saleh were appointed to this Ad Hoc Committee.

Mayor and City Council Communications

Councilmember Valencia

- Wished all mothers in the City of Bell a "Happy Mothers' Day"
- Asked staff to place items on future agendas related to an Ethics Resolution for the City Council, and procedures for rotating the position of Mayor of the City Council

Councilmember Quintana

- Announced that in the month of June, Huntington Park was hosting a "Relay for Life" event sponsored by the American Cancer Society and noted that if the City could recruit five individuals to participate in the event, they could register as a team representing the City of Bell in the relay event.

Vice-Mayor Alvarez

- Asked staff to ask the organizers of the Relay for Life event in Huntington Park to attend the Council meeting of May 16th to give a presentation to the community of the importance of this event, and to present a City proclamation recognizing the American Cancer Society's "Relay for Life"

Adjournment – 10:43 P.M.

Next Regular Meeting, Wednesday, May 16, 2012

I, Patricia Healy, CMC, Interim 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 May 16, 2012.

_____
Patricia Healy, CMC
Interim City Clerk

_____
Ali Saleh, Mayor

General

Warrants for

May 16, 2012

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
49757	05/03/12	120504	ARNE LOUIS CROCE INTERIM CAO SVCS-4/1-15/12	7,000.00
49758	05/09/12	120504	VOID VOID-TEST PRINT	0.00
49759	05/09/12	120504	VOID VOID-TEST PRINT	0.00
49760	05/09/12	120504	AT&T MOBILITY TELEPHONE BILLING-3/21-4/20/12 BELL P.D.	399.51
49761	05/09/12	120504	CITY OF BELL PAYROLL FUND PAYROLL DEPOSIT-PAY OF 5/11/12	232,959.46
49762	05/09/12	120504	DELTA DENTAL SERVICE DENTAL INS ADM FEE-APR'12 DENTAL INS CLAIMS-APR'12	4,903.22
49763	05/09/12	120504	THE GAS COMPANY GAS BILLING-3/14-4/12/12 MULTIPLE ADDRESSES GAS BILLING-3/14-4/12/12 6704 ORCHARD AVE-LB PARK	360.13
49764	05/09/12	120504	GOLDEN STATE WATER COMPANY WATER BILLING-3/22-4/23/12 7006 WALKER AVE WATER BILLING-3/21-4/20/12 4400 GAGE AVE	39.36
49765	05/09/12	120504	MAYWOOD MUTUAL WATER CO WATER BILLING-2/16-4/18/12 4501,05,09 E. GAGE AVE WATER BILLING-2/16-4/18/12 SO OF 6240 ATLANTIC WATER BILLING-2/16-4/18/12 GAGE/CASITAS LANDSCAPE WATER BILLING-2/16-4/18/12 WILCOX/GAGE PARKWAY	371.80
49766	05/09/12	120504	KARINA SALAS-PETTY CASH REIMB PETTY CASH REIMB-C.CTR	554.69
49767	05/09/12	120504	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-2/23-3/23 ELECTRICAL BILLING-3/23-4/23 5007 FLORENCE PED ELECTRICAL BILLING-1/3-4/19/12 VARIOUS STREET LIGHT ACCOUNTS	6,577.12
49768	05/09/12	120504	STANDARD INSURANCE COMPANY LIFE/ACCIDENTAL INS-MAY'12	1,025.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
49769	05/09/12	120504	VISION SERVICE PLAN (CA) VISION INS ADM FEE-MAY'12 VISION INS CLAIMS-APR'12	1,436.51
49770	05/09/12	120504	WELLS FARGO BANK W.C. ACCT REPLENISH CK#6471-78 W.C. ACCT REPLENISH CK#6479-91	9,089.00
49771	05/10/12	120504	HOME DEPOT CREDIT SERVICES HARDWARE SUPPLIES-BCHA 6714 OTIS AVE HARDWARE SUPPLIES-HW PRGM 4916 BROMPTON AVE-Z.DIAZ HARDWARE SUPPLIES-HW PRGM 4916 BROMPTON AVE-Z.DIAZ HARDWARE SUPPLIES-HW PRGM 4916 BROMPTON AVE-Z.DIAZ HARDWARE SUPPLIES HARDWARE SUPPLIES-BCHA 6714 OTIS AVE HARDWARE SUPPLIES HARDWARE SUPPLIES HARDWARE SUPPLIES-C.H. HARDWARE SUPPLIES-DEBS PK HARDWARE SUPPLIES-BCHA 6714 OTIS AVE HARDWARE SUPPLIES-BCHA 6714 OTIS AVE HARDWARE SUPPLIES-HW PRGM 4916 BROMPTON AVE-Z.DIAZ HARDWARE SUPPLIES-C.CTR HARDWARE SUPPLIES-C.H. HARDWARE SUPPLIES HARDWARE SUPPLIES-LBP/DEBS PK HARDWARE SUPPLIES-BMHP HARDWARE SUPPLIES-HW PRGM 4916 BROMPTON AVE-Z.DIAZ	1,106.09
49772	05/16/12	120505	VOID VOID-TEST PRINT	0.00
49773	05/16/12	120505	VOID VOID-TEST PRINT	0.00
49774	05/16/12	120505	ADMIN SURE W.C/LIABILITY SVCS-MAY'12	2,520.00
49775	05/16/12	120505	ALL ACTION SECURITY SECURITY GUARD SVCS-4/1-15/12	461.44
49776	05/16/12	120505	ELMER ARCEO REFUND-BASEBALL/E.ARCEO	40.00
49777	05/16/12	120505	ROBERT AUSTIN	800.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			REFUND-HALL DEPOSIT 4/21/12	
49778	05/16/12	120505	AZTECA LANDSCAPE LANDSCAPE MAINT-APR'12 LANDSCAPE MAINT-APR'12	6,400.00
49779	05/16/12	120505	BELCHER & ASSOCIATES INTERIM CHIEF OF PD-5/1-15/12	6,500.00
49780	05/16/12	120505	STACY BLUTHENTHAL LODGING-REIMB 4/17-19/12 SUBSISTENCE-4/17-19/12	271.44
49781	05/16/12	120505	BURRO CANYON SHOOTING PARK RANGE FEES-2/17/12 RANGE FEES-2/24/12 RANGE FEES-3/12/12 RANGE FEES-3/8/12	310.00
49782	05/16/12	120505	LUCIA CASTILLO BALLET INST-3/26-4/30/12	752.00
49783	05/16/12	120505	HERIBERTO CASTRO REFUND-SOCCER J.L. CASTRO	50.00
49784	05/16/12	120505	CHANGE COMMUNITIES CITY CLERK WEBSITE SVCS-APR'12	300.00
49785	05/16/12	120505	GABRIEL COBOS REFUND-PARKING CIT #100022241	145.00
49786	05/16/12	120505	COLEY HEALTH INVESTIGATIONS POST COMPLIANT INVESTIGATION	1,399.00
49787	05/16/12	120505	COMMERCIAL DOOR METAL SYSTEMS REPAIR SVCS-CITY HALL	343.18
49788	05/16/12	120505	ARNE LOUIS CROCE INTERIM CAD SVCS-4/16-30/12	7,000.00
49789	05/16/12	120505	CSG CONSULTANTS, INC. PLAN REVIEW SVCS-MAR'12 PC #45777,45778	3,615.00
49790	05/16/12	120505	CSMFO ANNUAL CONFERENCE REGISTRATION TRAINING-6/20/12 A. GUTIERREZ/E. PEREZ	100.00
49791	05/16/12	120505	DAILY JOURNAL CORP. GOVT PUBLIC NOTICE-BANDINI PRJ	467.78
49792	05/16/12	120505	VINCENT DIAZ KUNG FU INST-3/27-5/3/12	201.60
49793	05/16/12	120505	DIRECTV	29.88

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			SATELLITE SVCS-4/22-5/21/12 CITY HALL/BELL P.D.	
49794	05/16/12	120505	DUNN-EDWARDS CORP. PAINT SUPPLIES-HANDYMAN PROGRM 4916 BROMPTON AVE-Z.DIAZ PAINT SUPPLIES-HANDYMAN PROGRM 4916 BROMPTON AVE-Z.DIAZ PAINT SUPPLIES-HANDYMAN PROGRM 6714 OTIS AVE PAINT SUPPLIES-HANDYMAN PROGRM 6624 FLORA AVE PAINT SUPPLIES PAINT SUPPLIES-HANDYMAN PROGRM 4911 BELL AVE-R.GONZALES	827.66
49795	05/16/12	120505	LORENA ENCISO REFUND-HALL DEPOSIT 4/14/12	300.00
49796	05/16/12	120505	FRED PRYOR SEMINARS SEMINAR-6/27/12 J.ROBLES SEMINAR-6/27/12 G.MARES	358.00
49797	05/16/12	120505	G4S SECURE SOLUTIONS (USA)INC. JAIL SVCS-BELL P.D/MAR'12	15,298.79
49798	05/16/12	120505	ENRIQUE GONZALEZ REFUND-PARKING CIT #100006899	115.00
49799	05/16/12	120505	IRMA GONZALEZ REFUND-PARKING CIT #4045574	241.00
49800	05/16/12	120505	GRAFFITI CONTROL SYSTEMS GRAFFITI REMOVAL SVCS-APR'12	7,193.00
49801	05/16/12	120505	TY HENSHAW SUBSISTENCE-6/8/12	30.00
49802	05/16/12	120505	ERNESTO HERNANDEZ REFUND-PARKING CIT #10019453	230.00
49803	05/16/12	120505	JOSE L. HERNANDEZ REFUND-PARKING CIT #100023451	145.00
49804	05/16/12	120505	INTERWEST CONSULTING GROUP INC ENGINEERING SVCS-12/14-2/29/12 5553 BANDINI PORJECT PROFESSIONAL SVCS-3/1-31/12 ENGINEERING SVCS-3/1-31/12 5553 BANDINI PROJECT PLAN REVIEW SVCS-MAR'11	29,703.64
49805	05/16/12	120505	J. BERRY COMPANY, INC. A.C./MAINT & REPAIR-BELL P.D.	597.72

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
49806	05/16/12	120505	L.A. COUNTY SHERIFF'S DEPT. INMATE MEAL SVCS-MAR'12	249.30
49807	05/16/12	120505	LD PRODUCTS INC. INK CARTRIDGES-BELL P.D.	171.82
49808	05/16/12	120505	LEAD TECH ENVIRONMENTAL LEAD/ASBESTOS TESTING 7023 CALIFORNIA-J.MARTINEZ LEAD TESTING-4867 BECK AVE V. INGRAM LEAD TESTING-4916 BROMPTON AVE Z. DIAZ	1,066.00
49809	05/16/12	120505	ERIC LEVITT REIMBURSEMENT-4/7 & 4/13	1,183.90
49810	05/16/12	120505	DODGERS TICKETS LLC EXCURSION-6/11/12	1,085.00
49811	05/16/12	120505	MARQUEZ IRON WORKS SCREEN DOOR WITH FRAME-BELL PD	375.00
49812	05/16/12	120505	JESSE MARTINEZ REFUND-PARKING CIT #100007169	118.00
49813	05/16/12	120505	MATHEW BENDER & CO. INC. CA PENAL CODE 2012 EDITION	333.80
49814	05/16/12	120505	MEDINA CONSTRUCTION LANDSCAPE MAINT-MAY'12 VARIOUS LOCATIONS PW/GEN MAINT SVCS-MAY'12 LANDSCAPE MAINT-MAY'12 RIVER BED FROM GAGE TO LIVE GIFFORD SIDEWALK REPAIRS	36,511.00
49815	05/16/12	120505	MENDOZA CONTRACTING VARIOUS REPAIRS-HOUSING REHAB 4867 BECK AVE-V. INFRAM	2,777.50
49816	05/16/12	120505	MUNICIPAL COURT SOUTHEAST STATE SHARE PKING REGISTRATION & EQUIPMENT VIOLATIONS-FEB'12 COUNTY/STATE HANDICAP STATE LINKAGE FEE-FEB'12 COUNTY SURCHARGE-FEB'12 COURT CONST FD/CF CONST FD STATE SURCHARGE-FEB'12 CF/I&CNF CONST FD	12,173.30
49817	05/16/12	120505	NEXTEL COMMUNICATIONS CELLULAR BILLING-3/2-4/1/12 BCHA/BELL PD	246.02

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
49818	05/16/12	120505	OCE IMAGISTICS INC. COPIER MAINT/SUPPLIES 3/1-31/12-C. CTR COPIER MAINT/SUPPLIES 3/1-31/12-LB PK COPIER MAINT/SUPPLIES 4/1-6/30/12-C. CTR COPIER MAINT/SUPPLIES-MAR'12 BELL P. D.	709.01
49819	05/16/12	120505	OLDTIMERS FOUNDATION PARATRANSIT SVCS-APR'12	37,534.00
49820	05/16/12	120505	ORANGE COUNTY SHERIFF'S DEPT TUITION-6/11-15/12	60.00
49821	05/16/12	120505	JOSE R. PINEDA REFUND-PARKING CIT #4039971 & #100008140	235.00
49822	05/16/12	120505	PMC ENVIRONMENTAL REVIEW-2/25-3/30 BANDINI INDUSTRIAL	2,415.00
49823	05/16/12	120505	PMW ASSOCIATES TUITION-6/8-12/12 T.H./A.R.	786.00
49824	05/16/12	120505	PUBLIC ENGINEERING SERVICES PROFESSIONAL SVCS-FEB'12 NPDES CLEAN WATER ACT	3,393.00
49825	05/16/12	120505	QUICK DISPENSE MISC SUPPLIES-CITY HALL MISC SUPPLIES-BELL P.D. MISC SUPPLIES-CITY HALL	604.34
49826	05/16/12	120505	QUILL CORPORATION OFFICE SUPPLIES-PARKS&REC OFFICE SUPPLIES-BELL P.D. OFFICE SUPPLIES-PARKS&REC OFFICE SUPPLIES-FINANCE OFFICE SUPPLIES-FINANCE	1,529.60
49827	05/16/12	120505	RELIA-TECH SERVICE CALL-FINANCE COMPUTER MAINT/SUPPLIES-LB PK	292.30
49828	05/16/12	120505	REPUBLIC ITS INC TRAFFIC SIGNAL MAINT-MAR'12	1,814.89
49829	05/16/12	120505	JOSEFINA RIVAS AEROBICS INST-3/26-5/3/12 VETS PK & LB PK	976.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
49830	05/16/12	120505	RODRIGO RODARTE SUBSISTENCE-4/17-19/12 SUBSISTENCE-6/11-15/12	80.00
49831	05/16/12	120505	ANGELA RUIZ SUBSISTENCE-6/6-8/12	30.00
49832	05/16/12	120505	SAESHE CAMPAIGN MONITORING/EVALUATION MARCH/APRIL 2012 PRODUCTION OF FUNCTIONAL ITEMS FILTER EXCHANGE EVENTS MAR/APR 2012 ANNUAL CCC SITE VISITS	13,843.50
49833	05/16/12	120505	SAVAS SIGNWORKS STREET BANNER-C.CTR	739.50
49834	05/16/12	120505	STATEWIDE TRANSCRIPTION SVCS TRANSCRIPTION SVCS-BELL P.D.	239.25
49835	05/16/12	120505	EVALINDA SUAREZ REFUND-PARK PAVILLION RENTAL	35.00
49836	05/16/12	120505	CRISTINA SURO REFUND-HALL RENTAL/DEPOSIT	532.50
49837	05/16/12	120505	JOSE TAMAYO REFUND-PARING CIT #100004673	36.00
49838	05/16/12	120505	TERMINIX PROCESSING CENTER TENT TRTMNT-5162 FLORENCE #38	800.00
49839	05/16/12	120505	TONY'S BODY SHOP VARIOUS REPAIRS-PATROL UNIT	2,444.98
49840	05/16/12	120505	JULIO C. TORRES REFUND-PARKING CIT #4043335	37.00
49841	05/16/12	120505	U.S. HEALTH WORKS MED SVCS-DR#12-1059 & #12-1122	50.00
49842	05/16/12	120505	UNITED SITE SERVICES FENCE RENTAL-3/28-4/24/12 RSAP	357.18
49843	05/16/12	120505	MARIA VALENZUELA REFUND-PARKING CIT #100024883	85.00
49844	05/16/12	120505	MICHAEL M. VARGAS ARTWORK-P.D. ID CARDS	225.00
49845	05/16/12	120505	ASHLEY WIDDICOMBE REFUND-PARKING CIT #4040166	111.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
49846	05/16/12	120505	WOOD OIL COMPANY DIESEL FUEL	272.49
TOTAL	90 CHECKS			479,126.20
WO0000681	05/01/12	120506	CITY OF BELL PAYROLL FUND FICA & MEDI TAXES-PAY 4/27/12	17,207.36
WO0000682	05/01/12	120506	CAL-PUBLIC EMPLOYEE RETIREMENT RTRMT PYMT-4/27/12-NORMAL PAY	60,030.84
WO0000683	05/02/12	120506	PUBLIC EMPLOYEES' RETIREMENT HEALTH PREMIUM-MAY'12	105,544.38
TOTAL	3 WIRES			182,782.58
TOTAL				661,908.78

BCHA 1 -
Bell Community Housing Authority
(Rental Units)

Warrants for

May 16, 2012

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1855	05/16/12	120524	VOID VOID-TEST PRINT	0.00
1856	05/16/12	120524	VOID VOID-TEST PRINT	0.00
1857	05/16/12	120524	GOLDEN STATE WATER COMPANY WATER BILLING-3/21-4/20/12 6712-18 OTIS AVE-BCHA WATER BILLING-3/21-4/20/12 4207 BELL AVE-BCHA WATER BILLING-3/26-4/25/12 6327 PINE AVE-BCHA WATER BILLING-3/23-4/24/12 6419 PROSPECT AVE-BCHA WATER BILLING-3/21-4/20/12 6633 PINE AVE/LAUNDRY-BCHA WATER BILLING-3/21-4/20/12 4416 GAGE AVE-BCHA	860.94
1858	05/16/12	120524	MAYWOOD MUTUAL WATER CO WATER BILLING-2/16-4/18/12 6304 KING AVE-BCHA WATER BILLING-2/16-4/18/12 5107 FILMORE STREET-BCHA	232.98
1859	05/16/12	120524	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-3/28-4/26 6419 PROSPECT AVE-BCHA	1.51
TOTAL		5 CHECKS		1,095.43

BCHA 2-
Bell Community Housing Authority
(Mobile Home Parks)

Warrants for

May 16, 2012

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1860	05/11/12	120534	CONSOLIDATED DISPOSAL SRV8#902 WASTE/RECYCLING SVCS-MAY'12 4874 GAGE AVE-BMHP WASTE/RECYCLING SVCS-MAY'12 5162 FLORENCE AVE-MMHP/FVMHP WASTE/RECYCLING SVCS-MAY'12 5246 FLORENCE AVE-DRMHP/FVMHP	5,971.38
1861	05/11/12	120534	GOLDEN STATE WATER COMPANY WATER BILLING-3/22-4/23/12 4874 GAGE AVE-BMHP WATER BILLING-3/22-4/23/12 4874 GAGE AVE-BMHP	5,974.59
1862	05/11/12	120534	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-4/3-5/3/12 4874 GAGE AVE-BMHP ELECTRICAL BILLING-4/3-5/3/12 4874 GAGE AVE-BMHP	2,510.37
1863	05/11/12	120534	TRACT 180 WATER COMPANY WATER BILLING-3/1-4/30/12 5246 FLORENCE AVE-FVMHP WATER BILLING-3/1-4/30/12 4738 FLORENCE AVE-FVMHP WATER BILLING-3/1-4/30/12 5246 FLORENCE AVE-FVMHP WATER BILLING-3/1-4/30/12 5246 FLORENCE AVE-FVMHP WATER BILLING-3/1-4/30/12 5162 FLORENCE AVE-FVMHP WATER BILLING-3/1-4/30/12 5162 FLORENCE AVE-FVMHP WATER BILLING-3/1-4/30/12 5220 FLORENCE AVE-FVMHP	5,438.97
1864	05/16/12	120535	ANDRES AGUILAR REFUND-CLUBHOUSE DEPOSIT 3/17	25.00
1865	05/16/12	120535	AMERICAN PAPER PLASTIC JANITORIAL SUPPLIES-FVMHP	186.97
1866	05/16/12	120535	CITY OF BELL REIMB-BCHA TO GENERAL NEXTEL/CELL BILLING-3/2-4/1/12	218.82
1867	05/16/12	120535	RODOLFO G. & JUANITA DAVILA MANAGEMENT SVCS-5/1-31/12 FLORENCE VILLAGE MHP	5,400.00
1868	05/16/12	120535	ISAAC DELGADO REFUND-SECURITY DEPOSIT	698.00
1869	05/16/12	120535	FIRST CHOICE	24.32

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			MISC SUPPLIES-FVMHP	
1870	05/16/12	120535	G. T. CONSTRUCTION & LANDSCAPING GARDENING SVCS-APR'12 BMHP GARDENING SVCS-APR'12 FLORENCE VILLAGE	2,960.00
1871	05/16/12	120535	LEAD TECH ENVIRONMENTAL LEAD/ASBESTOS TESTING 6321-6323 PINE AVE	925.00
1872	05/16/12	120535	METERMAN SERVICES, INC METER READING-MAY'12 BMHP	405.30
1873	05/16/12	120535	STANLEY PEST CONTROL CO PEST CONTROL-4/12 6419 PROSPECT AVE APT#A-BCHA	150.00
1874	05/16/12	120535	HECTOR TORRES VARIOUS REPAIRS-6304 #E KING CARPET/VERTICAL BLINDS	559.20
1875	05/16/12	120535	WELLS LOCK & KEY KEYS-6624 FLORA AVE #I-BCHA	3.75
TOTAL	16 CHECKS			31,451.67

City of Bell
Agenda Report

DATE: May 16, 2012

TO: Mayor and Members of the City Council

FROM: Nancy Fong, AICP, Interim Community Development Director

APPROVED: _____
BY Arne Croce, Interim City Manager

SUBJECT: Adoption of Ordinance pertaining to the regulations of yard sales in the R-1, R-2 and R-3 Residential Zoning Districts.

RECOMMENDATION:

Adopt Ordinance No. 1186 on second reading:

> **An Ordinance of the City Council of City of Bell, California, adopting Zoning Code Amendment 2012-01, amending Bell Municipal Code Section 17.16.030, Section 17.20.030 and Section 17.24.030 pertaining to the regulations of yard sales in the R-1, R-2 and R-3 Residential Zoning Districts.**

BACKGROUND/DISCUSSION:

On May 2, 2012, the City Council held a duly noticed public hearing to consider an amendment to the yard sales regulations by allowing up to 4 permits for a calendar year. The City Council also amended various provisions of the yard sales regulations simplifying and clarifying the languages for ease of understanding and implementation. After taking in public input including the staff report, the City Council approved the amendment with an unanimous vote.

ATTACHMENT:

Ordinance No. 1186

AGENDA ITEM NO. 24

ORDINANCE NO. 1186

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, ADOPTING ZONING CODE AMENDMENT NO. 2012-01 AMENDING BELL MUNICIPAL CODE SECTION 17.16.030, SECTION 17.20.030 AND SECTION 17.24.030 PERTAINING TO THE REGULATIONS OF YARD SALES IN THE R-1, R-2 AND R-3 RESIDENTIAL ZONING DISTRICTS

WHEREAS, on April 4, 2012, the City Council authorized the initiation of a code amendment to change the regulations pertaining to yard sales in the residential zoning districts Chapter 17.16, 17.20 and 17.24 of the City's Municipal Code; and

WHEREAS, on April 20, 2012, a notice of public hearing on the proposed amendment to Sections 17.16.030, 17.20.030 and 17.24.030 of the Municipal Code was published in the Long Beach Press Telegram, a regional newspaper circulated in the southeast area, and in a one-eighth page display advertisement in compliance with Government Code Section 65091 (a) (4); and

WHEREAS, on May 2, 2012, the City Council of the City of Bell has conducted a duly noticed public hearing, at which time staff presented the proposed language changes to amend Sections 17.16.030, 17.20.030 and 17.24.030 that increase the number of yard sale permit to one per three-month period and various changes to the language of the regulations for simplification and clarification. All interested parties were given an opportunity to be heard and presented evidence; and

WHEREAS, Pursuant to the provisions of the California Environmental Quality Act Section 15061 (b) (3), the City determined that the proposed zoning code amendment is exempt as there is no substantial evidence that it would result in a significant adverse effect on the physical environment.

NOW, THEREFORE, THE CITY COUNCIL OF CITY OF BELL DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council of the City of Bell finds that the above recitals are true and correct and are incorporated herein by reference as if set forth in full.

SECTION 2. Title 17 of the Bell Municipal Code is hereby amended by modifying subsections of certain sections being Section 17.16.030, Section 17.20.030 and Section 17.24.030, said subsections E to read as follows:

E. Restrictions and Permit Requirements for Garage and Yard Sales.

1. For purposes of this subsection, a yard or garage sale ("sale") is defined as a yard, garage, carport, patio, open space or similar type sale held for the purpose of disposing of personal property. No person shall have on any property, including multiunit properties or apartment buildings zoned under this section, unless and until such person has obtained a yard sale permit ("permit") from the city department of community development. No such permit shall be issued unless:

a. The applicant has filed an application for a permit with the City's department of community development a minimum of 3 days prior to the proposed sale day(s) and currently with the filing of the application, the applicant has paid, the processing fee in an amount set by resolution of the city council; and

b. The applicant has filed an affidavit stating that all of the personal property to be sold at the sale is owned by the applicant or by members of his or her family, which personal property has not been acquired by, or consigned to the applicant for purposes of resale; and

c. The applicant, if he/she is not the property owner, has obtained and provides written permission from the property owner or the property manager if the /property has multiple units to conduct a sale.

2. If for any reason, a permit is issued after the commencement of the sale, a penalty fee in an amount established by city council resolution shall be assessed and paid by the applicant.
3. Only one permit shall be issued authorizing a sale on any property, including properties with multiple units, for sale at the same location in any consecutive three-month period.
4. A permit shall only be issued and be valid for Saturday or Sunday or Saturday and Sunday as designated on the face of the permit. If for any reason the sale does not take place on the day(s) permit is issued for, including due to natural events such as rain, the applicant cannot use the permit for another day.
5. Personal property offered for sale shall not be displayed within the public right-of-way. The hours of yard sales may be between six a.m. to six p.m. on the approved days.
6. The provisions of this subsection shall not apply to any sale of personal property made under court order or pursuant to a private foreclosure proceeding.
7. For the purposes of this subsection, the terms "personal property" means any goods, wares, merchandise or other personal property;
8. All goods offered for sale shall be personal property. No person conducting a sale may sell or offer new items, live animals, food, tobacco products, alcoholic beverages, weapons, controlled substances or any items which are illegal to possess.
9. The number of permitted temporary signs shall be limited to two. Such sign shall not exceed nine square feet in overall size. Signs shall not be posted on telephone poles, trees, public property or public right-of-way. Signs may be posted the day(s) of the sale and must be removed immediately after the sale.
10. An applicant conducting a sale shall display the permit in a conspicuous place on the property clearly visible from the public right-of-way.
11. Any person who violates or fails to comply with any provisions of this subsection is guilty of an infraction.
12. Violations of any provisions of this subsection shall be sufficient cause for revocation of the permit and all sales shall cease immediately.
13. The property owner and the holder of the permit shall clean and remove all trash/debris from the property and the immediate area around the property at the end of the yard sale for each day.
14. The provisions of this subsection shall not apply to a sale of personal property made under court order. (Ord. 1129 (part), 1997: prior code § 9342a§

SECTION 3. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court

of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. The City Clerk shall cause a summary of this ordinance to be published and post a certified copy of the full text in the office of the City Clerk along with the names of the Councilmembers voting for and against the ordinance, in accordance with Section 512 of the Bell City Charter.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Bell, California, at a regular meeting held on this 16th day of May, 2012.

_____
Ali Saleh, Mayor

APPROVED AS TO FORM

_____
David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Patricia Healy, Interim 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 16th day of May, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Patricia Healy, Interim City Clerk

City Of Bell
Agenda Report

DATE: May 16, 2012

TO: Mayor and Members of the City Council

FROM: Interim Chief of Police Steve Belcher

APPROVED BY: Arne Croce, Interim Chief Administrative Officer

SUBJECT: 2012 JAG Grant for Police Radio Improvements

Recommendation:

It is recommended the City Council review and approve the attached 2012 JAG grant application in the amount of $15,648 to improve the police radio system.

Background:

The Department of Justice has a grant program called JAG (Justice Assistance Grant) available for application. The grant amount available to each city is made up of a combination of population and crime rates. The City of Bell may apply for funding up to $15,648. JAG requires that all grant applications be submitted to the governing body for review in a public forum and allow for public comment. I am requesting that Council authorize the Police Department to apply for and receive the grant to improve our police radio system. The City of Bell Police Departments radio system is over twenty years old and is in need of repair. This includes the main hub of the radio system, the voting receiver. This piece of equipment determines which of the remote receivers has the best signal and chooses that signal to be the main transmission heard by dispatch. Due to the age of our voting receiver, repairs and parts are getting harder to find. If this piece of equipment fails, the radio system will not function.

Discussion:

Our radio system has been evaluated by both our contract vendor and from an outside radio expert. Both agree that the voting receiver needs to be replaced.

This grant is being submitted to purchase the necessary equipment to provide the communication capability that is needed to ensure a high level of service with optimal officer safety. This equipment will complement other radio upgrades that are anticipated in the next budget year (and future years) as we work toward interoperability of our local radio systems. The grant requested equipment and the associated cost are outlined below.

Licensing fees: Estimated cost: $500.00

Purchase/installation of new voting receiver: Estimated cost: $11,000.00

Re-program existing radios: Estimated cost: $3,500

Cabling/switches/circuitry: Estimated cost: $648

One hundred percent of the grant funds ($15,648) would be used to upgrade the radio system.

Financial Impact:

These are grant funds and there is no impact on the general fund budget.

Steve Belcher
Interim Chief of Police

Attachments: JAG Grant

S.Finkelstein

City of Bell Police Department
Justice Assistance Grant

Project Name: **Radio System Improvements**

Project Narrative:
The City of Bell Police Department has had essentially the same Police Radio system for over twenty years. This includes the main hub of the radio system, the voting receiver. This piece of equipment determines which of the remote receivers has the best signal and chooses that signal to be the main transmission heard. Due to the age of our voting receiver, repairs and parts are getting harder to find. If this piece of equipment totally fails, the entire public safety radio system goes down. It is in dire need of replacement.

Approximately two years ago, we began the transition from a simplex system to a repeater system. This required two radio frequencies, one for receiving and one for transmitting. We acquired the only available public safety frequency, from the FCC, as our second frequency. Unfortunately, a problem arose due to the fact that our transmit and receive frequency were too close. This left a problematic separation of 375 kHz. We were forced to shut down the remote receiver that is located at the police station due to interference. This has caused poor coverage in areas of our city, causing major Officer Safety issues.

We have tried to solve the problem in various low cost ways, but due to budget issues, we were never able to do the proper corrections.

I have a preliminary agreement with the City of Pasadena to swap one frequency with them in order to give us the recommended 1,000 kHz separation of frequencies. This has been delayed due to the cost of licensing and the reprogramming of our radios in order to use the new frequency.

The City of Bell has limited resources in regards to funding this necessary radio equipment. The cost of the equipment and installation has been prohibitive. So, for these reasons, this grant is being submitted in order to provide the necessary equipment to provide the officers with the radio equipment that is needed to ensure a higher level of service with optimal officer safety. The equipment needed is outlined in the Budget Narrative and estimated for the grant period.

All draw downs and expenditures will be tracked by The City of Bell Finance Department and charged to an account set up solely for the grant funds.

The Goals and Objectives are to improve the radio system of the Bell Police Department, thus improving service and ensuring Officer safety.

Budget Narrative

A. Personnel Services: None
B. Fringe Benefits: None
C. Travel: None
D. Equipment:

1) **Acquire radio frequency swap with the City o Pasadena**
This will include all licensing fees.

Estimated cost: $500.00

2) **Purchase/installation of new Motorola voting receiver**
This will be used for the "hub" of the radio system to redirect the strongest incoming signal to the dispatch center and repeater for re-transmission

Estimated cost: $11,000.00

3) **Re-program all existing radios at Bell PD**
This will allow the radios to use the new frequency

Estimated cost: $3,500

4) **Misc Cabling/switches/circuitry**
This is to patch in the new equipment into the older system making the system one functioning unit (includes installation costs).

Estimated cost: $648

Total allowed Cost: $15,648

E. Supplies: None
F. Consultants/Contracts: None
G. Other Costs: None
H. Indirect Costs: None

Total costs: $15,648.00

Review Narrative

It will be scheduled for review during the May 2012 City Council meeting. No grant funds will be allocated or grant implementation started until the review is completed and submitted.

Abstract:
City of Bell Police Department
Radio System Improvements

Goals:
1) Acquire a new Frequency by swapping with the City of Pasadena
2) Purchase a New Voting radio receiver and install tying into the older system
3) Reactivate a shut down radio receiver located at Bell PD
4) Reprogram all existing Bell PD radios with new frequency

Five project identifiers:
1) Officer Safety
2) Equipment-General
3) System Improvements
4) Communications
5) Policing

Submitted by,
Captain Steven Finkelstein
Bell Police Department
Email: sfinkelstein@cityofbell.org
Office (323) 585-1245 ext 266

City of Bell
Agenda Report

DATE: May 16, 2012

TO: Mayor and Members of the City Council

FROM: Nancy Fong AICP, Interim Community Development Director
Jerry Guarracino, AICP, Consultant-Project Manager

APPROVED BY: Arne Croce, Interim City Manager

SUBJECT: Development of a proposed 490,000 square foot warehouse distribution building, located at 5553 Bandini Boulevard in the City of Bell. (Applicant: Xebec Reality Partners.)

RECOMMENDATION:

Approve the proposed development and adopt the following resolutions in the following sequence:

1. Resolution No. 2012-43–PC approving Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program
2. Resolution No. 2012-44-PC approving Conditional Use Permit No. 2012-01 and Architectural Review Board No. 2012-11

PROJECT AND SITE DESCRIPTION:

A. Project Description:

The proposed Bandini Industrial Center project consists of a 490,000 square foot warehouse distribution and support office and associated parking on a 21.26-acre site. The proposed building would be sited in the City of Bell with the western most portion of the project site, consisting primarily of parking, located within the City of Vernon. The building would be comprised of a 478,000 square foot shell building with a 6,000 square foot structural mezzanine consisting of interior office space and an additional 6,000 square feet of interior office space located on the ground level to support the principal use. Truck bays would be located along the eastern and western sides of the building. Parking for truck trailers would be provided along the eastern and western edges of the project site. Parking for employees would be provided along the southern edge of the project site adjacent to Bandini Boulevard.

Access to the project site is proposed via a full access driveway along the western edge of the site, from Pennington Way within the City of Vernon and via a new driveway on Bandini Boulevard. The access from Bandini Boulevard would provide a left-turn in/right-turn in (autos only) and right-turn out movement. The existing raised landscaped center median along Bandini Boulevard would be modified to allow installation of an eastbound left-turn pocket to facilitate left-turn movements into the project site at the proposed new Bandini Boulevard access driveway.

B. Surrounding Land Use and Zoning:

Site	- Vacant (former U.S. Postal Service Distribution Center) – T - Transitional zone
North	- Rail road / Industrial – M2 Heavy Industrial zone - City of Commerce
South	- Military Logistics Facility – CM – Commercial Manufacturing zone
East	- U.S Postal Service Distribution Center – T - Transitional zone
West	- Industrial Refrigerator Storage – I - Industrial zone – City of Vernon

C. General Plan Designations:

Site	- Industrial
North	- Industrial
South	- Industrial
East	- Industrial
West	- Industrial (City of Vernon)

D. Site Characteristics:

The Bandini Industrial Center project site is located at 5553 Bandini Boulevard, generally at the northeast corner of Bandini Boulevard and Pennington Way and adjacent to the U.S. Postal Service Center. The project site is comprised of three (3) parcels, with a combined area of approximately 21.26 acres. One parcel, 3.7 acres, is within City of Vernon, the second parcel and a portion of the third parcel totaling 17.56 acres are in City of Bell, (Exhibit B). The project site is generally flat and is currently developed with a 96,600 square-foot warehouse and distribution facility and paved parking previously utilized by the U.S. Postal Service as a bulk mail receiving and sorting facility. The U.S. Postal Service has ceased operation at the site and the facility is now vacant. During operation of the U.S. Postal Service facility, primary access to the site was provided via Yeager Way. A relatively new driveway off Pennington Way in the City of Vernon currently provides the only point of access for the site. The site is generally rectangular with a small notch missing in the northwest corner of the site. The project site contains minimal landscaping along the Bandini frontage but is mostly paved and devoid of native plant species.

E. Project Review Schedule:

The applicant has indicated to the City that the financing for the project requires obtaining land use entitlements (Parcel Map and the Conditional Use Permit) by mid-May. A typical project of this size would normally take 4 to 6 months for the project and environmental review, only if an Environmental Impact Report is not required. Early in the review of the project, staff has determined that a Mitigated Negative Declaration may suffice for the project environment review. This means that although the project may have significant impacts, with mitigations apply to the project; it will have less than significant impacts. To accommodate their tight time schedule, the City had to hire various professionals such as project manager, traffic engineer, civil engineer and environmental planner as a project team to assist in the processing of the project in a timely manner. The applicant has provided funding for the additional staff needed to form the project team.

ANALYSIS AND DISCUSSION:

A. Tentative Parcel Map:

The applicant proposes to consolidate three parcels, one of which is in the City of Vernon, into one 21.26 acres parcel for development of a 490,000 square foot warehouse distribution building. The applicant has acquired one parcel, 3.7 acres in City of Vernon and 17.56 acres from the U.S. Postal Service through the "deeding" process. Typically parcels are created through the subdivision process, via a Parcel Map pursuant to the California Subdivision Map Act and subject to the City review and approval. However, in this case, the U.S. Postal Service has exempted themselves from the requirements of the California Subdivision Map Act. As a result, the Los Angeles County Assessor office and the City do not have an accurate record of these parcels being created. For clarity of title to the land and to make sure the land is officially changed to a private owner so that the appropriate property tax will be assessed for the new parcels, staff has required the applicant to file a Parcel Map. The applicant proposes a Parcel Map with one parcel merging the parcel in City of Vernon with the "deeded land" in Bell. The one parcel will straddle the boundary between the cities of Bell and Vernon. According to Los Angeles County Assessor office, assigning appropriate tax rates for the portion of the parcel in each city is accomplished by showing a tax line at the boundary between the two cities. As a result the portion of the parcel in the City of Vernon will have Vernon's tax rate and the portion in Bell will have Bell's tax rate.

B. City of Vernon Map Approval:

The California Subdivision Map Act requires that a map being created in two cities be approved by both jurisdictions. The City of Vernon is scheduled to conduct a duly noticed hearing and approve the Tentative Parcel Map on May 15, 2012. To address concerns about traffic impacts to the City of Vernon from the project the City has requested that a number of conditions be placed on the project. Those conditions have been incorporated into the attached Resolution of Approval.

C. Conditional Use Permit:

The Bell Municipal Code, Section 17.44.040 requires a Conditional Use Permit for all uses in the T (Transitional) zone. The proposed Conditional Use Permit for the Bandini Industrial Center project proposes the development and operation of a 490,000 square foot warehouse distribution building with support office, 188 vehicular parking spaces, 71 dock doors and 78,000 square feet of landscaping; to be constructed on one 21.26 acre parcel. The proposed building is sited in the City of Bell with the westernmost portion of the project site, consisting primarily of parking, located within the City of Vernon.

1. Site Access, Traffic Impact and Yeager Way - Access to the project site is proposed via a full access driveway along the western edge of the site, from Pennington Way within the City of Vernon and via a new driveway on Bandini Boulevard. The access from Bandini Boulevard would provide a left-turn/in, right-turn/in for Automobiles only, and right-turn/out movement. The existing raised landscaped center median along Bandini Boulevard would be modified to allow installation of an eastbound left-turn pocket to facilitate left-turn movements into the project site at the proposed new access driveway. The applicant made several design changes to the Bandini entrance to address staff

concerns about truck stacking and turning movements at this entrance. Other concerns revolved around potential conflicts between truck and vehicular traffic that will be sharing the on-site drive aisle east of the Bandini entrance. Ultimately the vehicular parking was relocated adjacent to the building to provide pedestrians more direct access to the building without crossing the truck traffic. The design of the Bandini entrance has been carefully analyzed to ensure that trucks movements on to and off site will be free-flowing and will not cause unexpected delays on Bandini Boulevard.

Another and perhaps preferred access point that was discussed for the project is at Yeager Way, which is a signalized intersection. The north leg of that intersection is a private drive for the U.S. Postal Service. Their driveway is built to the width of and functions as a public street. Further, the intersection of Yeager Way and Bandini Boulevard is signalized and it would be logical for the project site to take access from that point. The applicant informed staff that US Postal Service will not allow the site to take access off their driveway. However the project has been conditioned to require the applicant to work diligently with the City to secure access via Yeager Way; and to redesign their project entrance if that access becomes available in the future.

2. Compliance with Development Standards - The development standards for projects in the T – Transitional zone are as required for the M – Manufacturing zone. The project complies with the development standards of the M-zone as following:

Development Standard	Project
Min. lot area 5,000 Sq. Ft.	Lot area 926,109 Sq. Ft.
Min. Width 50 Ft.	Width 813 Ft.
Min. Depth 100 Ft.	Depth 649 Ft.
Building Height 70 Ft.	Building height 39 Ft.

3. Traffic Impacts and Mitigation – Traffic was an important consideration in staff's review of the proposed Conditional Use permit. Analyzing the potential impacts of a single project on an already congested local and regional transportation network, required review and consultation with the adjacent cities of Vernon and Commerce and the California Department of Transportation, District 7 more generally known as CALTRANS. Ultimately a series of local street improvements adjacent to the site and two signalization improvements to CALTRANS intersections were determined adequate to mitigate the project anticipated traffic impacts to a less that significant lever per California Environmental Quality Act requirements. The traffic mitigation improvements are included in the Mitigation Monitoring and Reporting Program attached to the Resolution to adopt the Initial Study/Mitigated Negative Declaration.

D. Parking Calculations:

Current Bell Municipal Code required parking for a warehouse distribution building is 1 parking space per 1,000 square feet of gross floor area and 1 parking space per 200 square feet for the office gross floor area. For the proposed building of 478,000 square footage of warehouse and 12,000 square footage of office, the total number of parking space is 538 spaces. Staff believes that 538 parking spaces are excessive because a typical warehouse use has low number of employees. However, Section 17.76.020 No. 18 of the Bell Municipal Code allows the granting body to determine the required number of parking and

loading spaces necessary for any use for which a Conditional Use Permit is required. After a research on parking requirements for a number of cities where large cross-dock warehouse buildings have been built in recent years, staff believes that the project should provide parking consistent with the standards as follows:

Industrial, Warehousing, and Manufacturing.
Parking Spaces Required - The total parking space count shall be determined by the summation of individual use parking demands based upon the following rates:

1. Warehousing or building for storage: 1 space per 1,000 square feet for the first 20,000 square feet; 1 space per 2,000 square feet for the second 20,000 square feet; 1 space per 4,000 square feet for all space in excess of the first 40,000 square feet.

2. Industrial/Manufacturing: 1 space per 500 square feet

3. Research and Development: 1 space per 350 square feet (research services only)

4. Office and Administration: 1 space per 250 square feet

5. Multi-use tenant buildings where office use does not exceed 35 percent of building area: 1 space per 400 square feet

The parking calculations for the proposed building based on the above stated standards are shown in the table below:

Type of Use	Floor Area (SF)	Parking Ratio	Spaces Required	Spaces Provided
Proposed Building				
- Warehouse*				
	0 - 20,000	1 / 1,000 Sq. Ft.	20	20
	20,001 - 40,000	1 / 2,000 Sq. Ft.	10	10
	40,001 – 478,000	1 / 4,000 Sq. Ft.	110	110
- Office	12,000	1 / 250 Sq. Ft.	48	48
Total Square Feet	**490,000**			
Total Required			**188**	
Total Provided				**188**

* Note: For warehouse uses, the parking calculations are 1 space per 1,000 square feet for the first 20,000 square feet; 1 space per 2,000 square feet for the second 20,000 square feet; and 1 space per 4,000 for additional floor area in excess of the first 40,000 square feet.

In the future when there is a turnover of tenant(s) that may change from a warehousing use to a manufacturing use, through the tenant improvement plans review and most likely through another Conditional Use Permit, the City will require the tenant to provide plans and or information that the tenant can meet the parking requirements for a manufacturing use. A manufacturing use typically will not need to use that many docks where the area in

front of the closed docks can be redesigned and restriped to provide additional parking spaces that could meet the City parking requirements.

E. Architectural Review:

The proposed project required the review and approval of site plan, landscape plans and architectural and design features through the Architectural Review Board consisting of city staff and city's project team. The original plans for the building were not accepted and the applicant was provided design direction for necessary revisions. The principal revisions requested included the incorporation of more glass and textured concrete and to increase the horizontal and vertical articulation of the wall planes at various locations to reduce the expanse of flat wall planes. Revisions to the site design were also requested, including altering the parking arrangement so that the parking areas for employees/visitors were separated as much as possible from the truck loading/unloading areas and additional landscaping and screen plantings were requested.

The revised plans were submitted for review and deemed acceptable for forwarding to the Planning Commission for review and action. The review board concluded that the applicant had satisfactorily revised the architecture and various components of the site layout in response to their comments. Staff has incorporated into the Resolution of Approval special conditions for the completion of any remaining issues.

F. Grading and Standard Urban Stormwater Mitigation Plan (SUSMP):

A Conceptual Grading Plan showing grading and drainage features has been reviewed by the Engineering Division and the project has been conditions to improve the existing drainage facilities and provide new on-site facilities to handle existing and proposed runoff from on-site and off-site sources. The project is also conditioned to reduce dust and road debris resulting from earth movement (grading) on the project site.

The proposed project is subject to the Los Angeles County Department of Public Works (LACDPW) requirement for the Standard Urban Stormwater Mitigation Plan (SUSMP) under the "Redevelopment" category. As detailed in the Standard Urban Stormwater Mitigation Plan, the proposed project would include a range of permanent Best Management Practices (BMPs) to control the off-site discharge of pollutants in accordance with National Pollution Discharge Elimination System (NPDES) requirements. An off-site connection to the existing storm drain in Bandini Boulevard would also occur as part of the proposed project.

G. Environmental Assessment:

In accordance with the California Environmental Quality Act (CEQA) Guidelines, an Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared for the proposed project.

1. Jurisdictional Issues - The proposed building would be sited in the City of Bell with the westernmost portion of the project site, consisting primarily of parking, located within the City of Vernon. For purposes of the environmental analysis, and as agreed to by the City of Vernon, the City of Bell is the lead agency for the proposed project. The proposed project also has potential traffic related impacts in the City of Commerce and on Caltrans facilities. As part of the environmental review process, all adjacent agencies were contacted.

2. Lead Agency – Pursuant to the California Environmental Quality Act ("CEQA"), when a project has the potential for environmental impacts in more than one jurisdiction a "Lead agency" will be identified. The lead agency is the public agency which has the principal responsibility for carrying out or approving the project, which for this project is the City of Bell. As lead agency, the City of Bell determined that a Mitigated Negative Declaration was the appropriate level of environmental analysis. The City allows applicant-prepared environmental documentation to accompany application materials provided there is independent review by the City. In this case RBF prepared the Draft Initial Study/Mitigated Negative Declaration (IS/MND) which was then reviewed by Interwest and PMC, contract engineers and planners respectively.

   The Initial Study/Mitigated Negative Declaration is included and referenced to this staff report but as a separate attachment due to its considerable size. The focus of the city's review of the Initial Study/Mitigated Negative Declaration is to ensure that the document reflects the City's independent judgment and analysis. Comments were provided on the draft Initial Study/Mitigated Negative Declaration and the document that was circulated for public review and comment reflects the input provided by the City.

3. Preparation and Circulation of the Initial Study/Mitigated Negative Declaration - The draft Initial Study/Mitigated Negative Declaration was made available for public review and comment pursuant to CEQA Guidelines Section 15070. The public review commenced on March 30, 2012 and expired on April 30, 2012. During that review period, the city received comments from five public agencies, including the Native American Heritage Commission, South Coast Air Quality Management District, California Department of Transportation, District 7 (CALTRANS), and the Cities of Commerce and Vernon. No comments were received from the general public.

   As a result of the comments, the City and applicant met with Caltrans to discuss mitigation to their facilities for project impacts. The City also participated in a conference call with the South Coast Air Quality Management District to review the results of the air quality analysis. The result of these meetings was positive with both agencies helping the City to understand impacts and modify mitigation or analysis to accurately reflect the project. The City also met with the City of Vernon and has incorporated conditions of approval that address their concerns about the project. The City of Commerce was contacted by phone and ultimately provides a letter indicating they had no objection to the project. Finally the Native American Heritage Commission letter did not identify any potential environmental impacts as a result of the project. None of the agency comments raised new significant environmental impacts or requested preparation of an environmental impact report. The City's formal Response to Comments is included as Attachment to this staff report. Note that the agencies also received the response to comments on May 4, 2012, in advance of this meeting.

4. Mitigation Monitoring and Reporting Program - The Initial Study/Mitigated Negative Declaration contains mitigation measures which modify the project itself, or require actions by the developer, designed to mitigate the environmental impacts associated with the proposed project. The city is required to monitor the measures during the project and has included a Mitigation Monitoring and Reporting Program (MMRP), which is included as Attachment to this staff report.

5. Notice of Determination – Should the City Council decide to adopt the Initial Study/Mitigated Negative Declaration for the Bandini Industrial Center Project the Resolution directs the Interim Community Development Director to file a Notice of Determination with the County Recorder's Office. This notice provides to the public a record of the City Council's action on the Initial Study/Mitigated Negative Declaration and establishes the time frame for potential appeals.

PUBLIC HEARING AND CORRESPONDENCE:

This item was advertised as a public hearing on April 26, 2012 in the Long Beach Press Telegram, a regional circulated newspaper; the public hearing notices were posted in the City Hall, the Library and the Community Center; and, notices were mailed to all property owners within a 300-foot radius of the project site. No comments have been received to date regarding the public hearing.

FINANCIAL IMPACT

All of the costs for processing the application has been paid by the developer. Once constructed and operating, the City will receive additional property tax and utility user tax revenue.

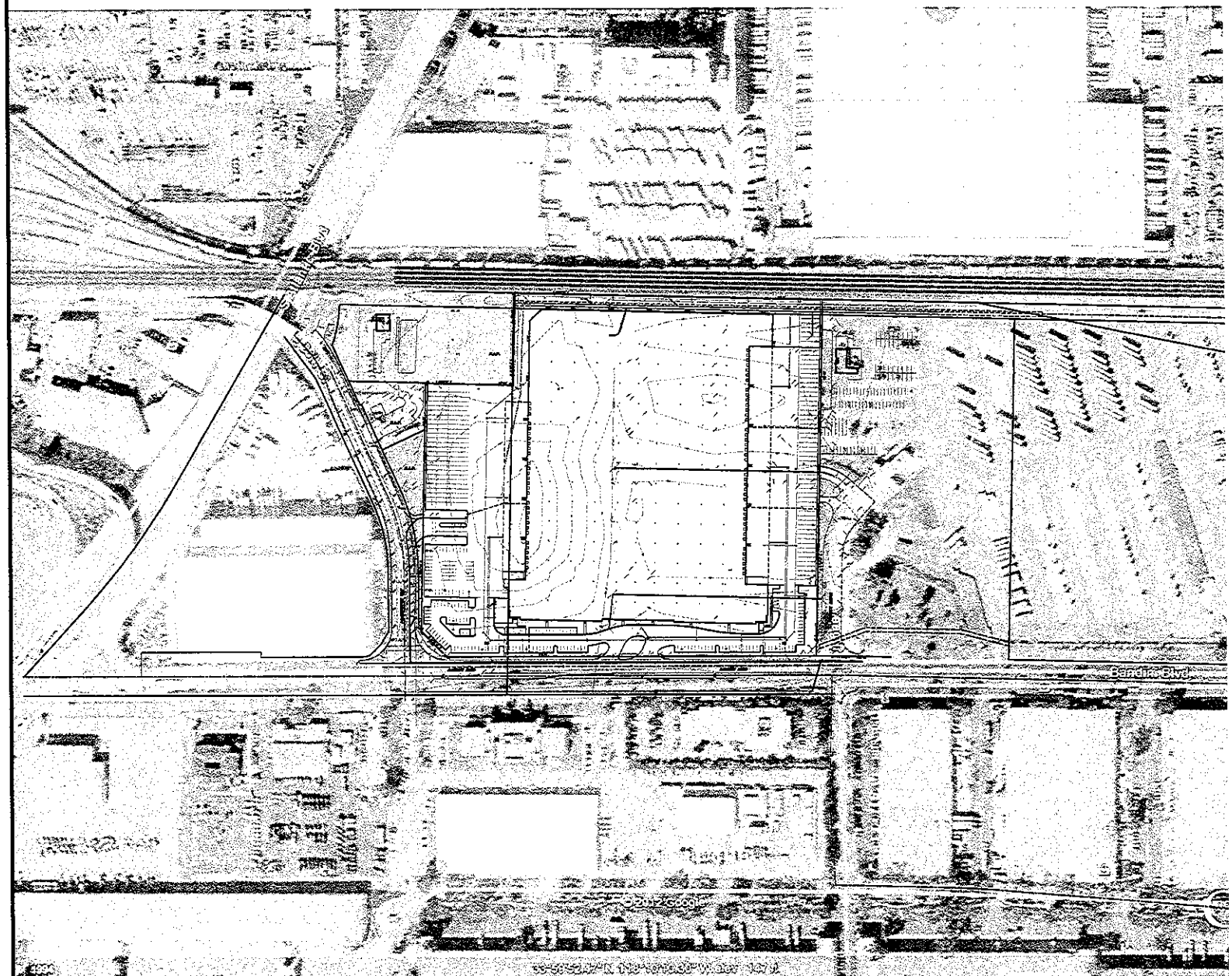
CONCLUSION:

Based on the above analysis of the proposed project and together with the conditions of approval and environmental mitigations, staff recommends that the City Council approve the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, the Tentative Parcel Map No. 71920, Conditional Use Permit No. 2012-01 and Architectural Review Board No. 2012-11 through adoption of the attached Resolutions of approval with conditions.

ATTACHMENTS:

1. Development Plans
2. Initial Studies/Mitigated Negative Declaration (attached by reference)
3. Response to Comments for Mitigated Negative Declaration

Resolution No. 2012-43-PC approving a Mitigated Negative Declaration and Mitigation Monitoring
Resolution No. 2012-44-PC approving Tentative Parcel Map No. 71920
Resolution No.2012-45-PC approving Conditional Use Permit No. 2012-01 and Architectural Review Board No. 2012-11



VICINITY MAP

LEGEND

UTILITY POLE		SIGNAL PULLBOX		GRATED INLET	
SEWER MANHOLE		CABLE TV PULLBOX		GRATED INLET	
STORM DRAIN MANHOLE		TELEPHONE PULLBOX		EDGE OF WALK	
TELEPHONE MANHOLE		COMMUNICATIONS PULLBOX		TOP OF WALL	
UNKNOWN MANHOLE		STREET LIGHT PULLBOX		ASPHALT PAVEMENT	
FIRE HYDRANT		UNKNOWN PULLBOX		EXISTING ELEVATION	
FLOOD LIGHT		FIRE DEPT CONNECTION		CONTOURS	
WOOD DIP		IRON FENCE		BLOCK	
SEWER CLEANOUT		CHAIN LINK FENCE		PADDLE BOOTH	
WATER VALVE		WOOD FENCE		DEPRESSED	
GAS VALVE		BLOCK WALL		IRRIGATION VALVE	
WATER METER		WALL		GUARD POST (TYP)	
GAS METER		TRAIL		CONDUIT	
SEWER VALVE		FENCE		PROPERTY LINE	
GAS VALVE		BORE		FLOW LINE	
ELEPHONE VAULT		TRASH ENCLOSURE		STREET MARKER	
EMERGENCY VEHICLE ACCESS		ELECTRICAL TRANSFORMER		GRADE	
SUPERVISING TEE		EDGE OF PAVEMENT		MANCAP	
STREET LIGHT		FIBERED MARKER		BLAC POLE	
TRAFFIC SIGNAL		FIBERED FLOWS		WASHLIN DEVICE	
GAS BEEN		NATURAL GROUND		SURVEY MONUMENT	
DAY WAS		TOP OF CURB		BOX POST	
RAILROAD SIGNAL		FLOW LINE		TOP OF BERM	
GAS STOP		TOP OF DIKE		GRADE	
LIGHT POLE		GRADE BREAK		SIGNAL TARGET	
PORTLAND CONC CONDIT		DOUBLE TELEPHONE CABOS		IRRIGATION	
BAR WALL		VALVE		FLAGSTA	
LIGHT POLE		IRON POST		WALL TOP	
CATCH BASIN		CATCH BASIN		EROSION CONTROL	
STREET LIGHT		POST-INDICATOR VALVE		TOP OF BERM	

100 0 50 100

FEET

SCALE: 1"=100'

REVISIONS					
NO	DATE	INITIAL	DESCRIPTION	APP	DATE

BENCH MARK :

OWNER OR DEVELOPER :
XERIC REALTY PARTNERS
3010 OLD RANCH PARKWAY STE 470
SEAL BEACH, CA 90740
(562) 640-0200

SOILS ENGINEER :
MIDCAL
10641 MUNROUT STREET
LOS ALAMITOS, CA 90720
(562) 799-9469

PREPARED BY :
C&V CONSULTING, INC.
CIVIL ENGINEERING
LAND PLANNING AND SURVEYING
[illegible]
POMONA, [illegible]
T: [illegible]
F: [illegible]
CVC@[illegible]

I hereby certify that :
1. These plans have been prepared under my supervision.
2. The grading shown hereon will not divert drainage from its natural Downstream course or obstruct the drainage of adjacent properties.
3. Existing ground contours and elevations were established by field survey performed on JAN 12TH, 2012.

ENGINEER _____ DATE
RCE 35320 EXP. DATE 9-30-12

SITE UTILIAZTION MAP

SITE ADDRESSES:
5550 BANDINI BLVD
BELL, CALIFORNIA

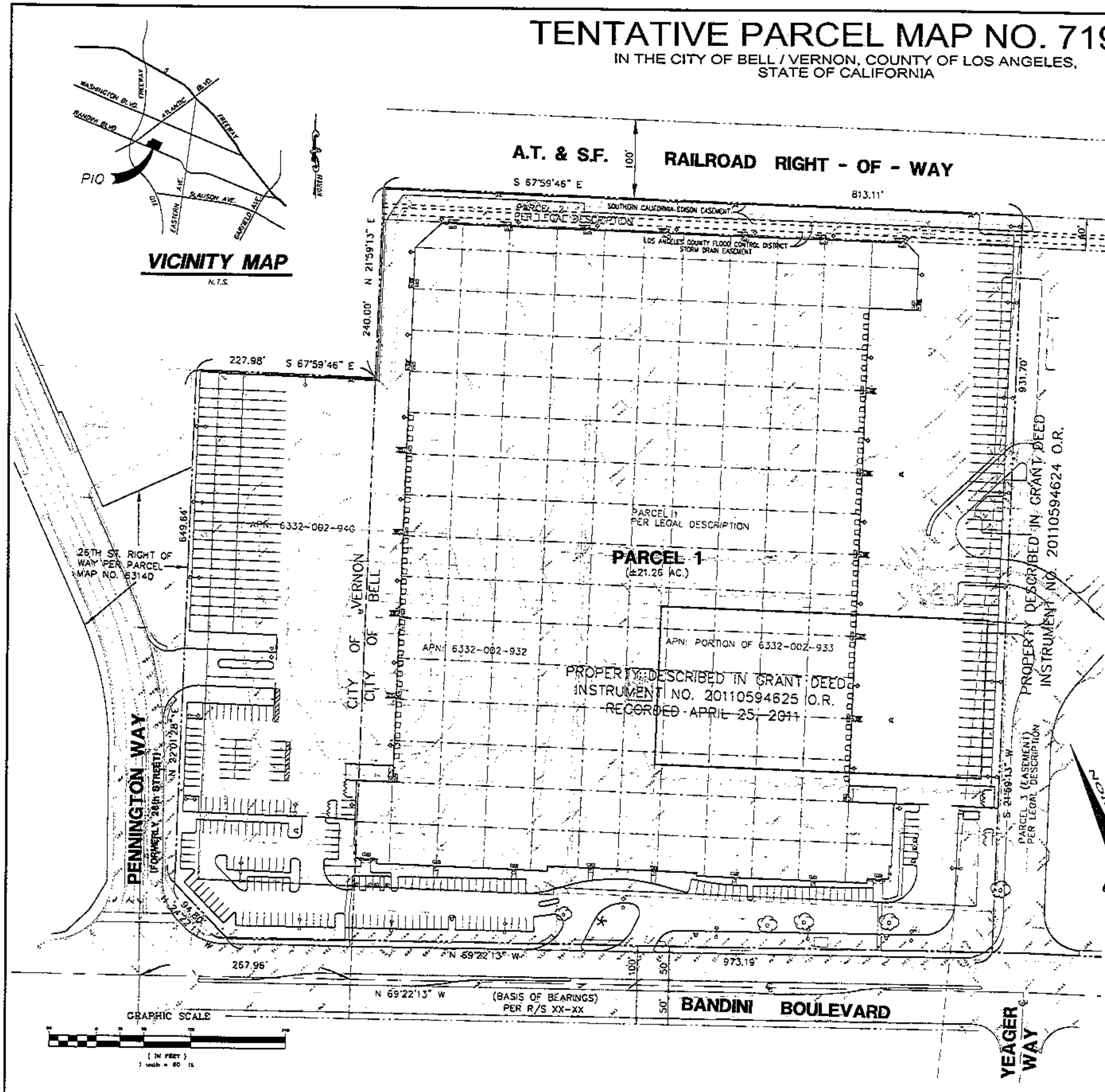
SHEET 1 OF 1

SCALE: AS SHOWN | DRAWN BY: DEK | CHECKED BY: VS

CITY OF BELL – VERNON

TENTATIVE PARCEL MAP NO. 71920

IN THE CITY OF BELL / VERNON, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA



PROPERTY DESCRIPTION

PROPERTY CONVEYED BY GRANT DEED FROM USPS TO BANDINI XC, LLC
PER INSTRUMENT NO. 20110594625 O.R. RECORDED APRIL 25, 2011

PARCEL 1:
A PARCEL OF LAND IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, INCLUDING LOTS 93 AND 94 AND PORTIONS OF LOTS 91, 92, 95, 106, 107, 108, 109 AND 110, AND THAT PORTION CANFIELD AVENUE, ADJOINING SAID LOTS 95 AND 106 ON THE NORTHWEST VACATED BY AN ORDER OF THE BOARD OF SUPERVISORS OF SAID COUNTY, RECORDED IN BOOK 10430 PAGE 32 OFFICIAL RECORDS OF LOS ANGELES COUNTY, ALL IN RANCHO LAGUNA AS SHOWN ON MAP FILED AS EXHIBIT "A" IN CASE NO. B-25206 OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, LOS ANGELES COUNTY AND ALSO A PORTION OF THE RANCHO SAN ANTONIO AS PER MAP RECORDED IN BOOK 1 PAGE 389 OF PATENTS, RECORDS OF SAID LOS ANGELES COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:
BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 92; THENCE SOUTH 67°42'45" EAST ALONG THE NORTHERLY LINES OF LOTS 93, 94 AND 95, A DISTANCE OF 3238.9 FEET TO THE WESTERLY LINE OF EASTERN AVENUE, 100 FEET IN WIDTH, AS DESCRIBED IN DEED RECORDED IN BOOK 10392 PAGE 169, OFFICIAL RECORDS OF LOS ANGELES COUNTY; THENCE SOUTH 22°17'10" WEST ALONG SAID WESTERLY STREET LINE 145.93 FEET; THENCE CONTINUING ON SAID WESTERLY STREET LINE, SOUTHERLY ON THE ARC OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 2050 FEET, A DISTANCE OF 523.17 FEET; THENCE STILL ON SAID WESTERLY STREET LINE, SOUTH 7°39'50" WEST 1254.95 FEET TO THE NORTHERLY LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO THE CENTRAL MANUFACTURING DISTRICT, INC. AS RECORDED IN BOOK 10805 PAGE 317, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 82°40'30" WEST ALONG SAID LAST MENTIONED NORTHERLY LINE 150.04 FEET, MORE OR LESS, TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 693.78; THENCE NORTHWESTERLY ALONG SAID CURVE A DISTANCE OF 181.18 FEET TO A POINT ON THE NORTHERLY LINE OF A STRIP OF LAND 33 FEET IN WIDTH DESCRIBED AS PARCEL 2 IN THE DEED TO THE CENTRAL MANUFACTURING DISTRICT, INC., RECORDED IN BOOK 7471 PAGE 43, OFFICIAL RECORDS OF LOS ANGELES COUNTY; THENCE WESTERLY ALONG SAID LAST MENTIONED NORTHERLY LINE AND ITS WESTERLY PROLONGATION 4765.03 FEET, MORE OR LESS TO THE NORTHWESTERLY LINE OF THE CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO THE CENTRAL MANUFACTURING DISTRICT, INC., RECORDED IN BOOK 8115 PAGE 72, OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 83°42'30" WEST PARALLEL WITH AND 440.60 FEET SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM THE SOUTHEASTERLY LINE OF ATLANTIC AVENUE AS DESCRIBED IN BOOK 864 PAGE 317 OF OFFICIAL RECORDS OF LOS ANGELES COUNTY, A DISTANCE OF 198.72 FEET; THENCE SOUTHEASTERLY ON THE ARC OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 698.86 FEET, A DISTANCE OF 217 FEET TO THE MOST NORTHERLY CORNER OF THAT STRIP OF LAND DESCRIBED AS PARCEL 7 IN DEED RECORDED IN BOOK 19128 PAGE 133, OFFICIAL RECORDS OF SAID LOS ANGELES COUNTY; THENCE SOUTH 45°55'24" WEST ALONG THE NORTHWESTERLY LINE OF SAID LAST MENTIONED STRIP OF LAND 126.36 FEET; THENCE STILL ON SAID LAST MENTIONED NORTHWESTERLY LINE, SOUTHWESTERLY ON THE ARC OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 430.34 FEET A DISTANCE OF 341.43 FEET TO A POINT WHICH IS 60 FEET NORTHEASTERLY MEASURED AT RIGHT ANGLES FROM THE NORTHEASTERLY LINE OF THAT STRIP OF LAND DEEDED TO CITY OF LOS ANGELES BY DEED RECORDED IN BOOK 14788 PAGE 1, OFFICIAL RECORDS OF SAID LOS ANGELES COUNTY; THENCE NORTH 34°28'35" WEST PARALLEL WITH SAID LAST MENTIONED NORTHEASTERLY LINE, TO THE SOUTHEASTERLY LINE OF ATLANTIC AVENUE AS DESCRIBED IN DEED RECORDED IN BOOK 864 PAGE 317 OF OFFICIAL RECORDS; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID ATLANTIC AVENUE, AS SAID SOUTHEASTERLY LINE IS DEFINED BY DEED RECORDED IN BOOK 864 PAGE 317 AND ALSO WIDENED BY DEED RECORDED IN BOOK 13900 PAGE 29 BOTH OF OFFICIAL RECORDS OF LOS ANGELES COUNTY, TO THE SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 2731 PAGE 146, OFFICIAL RECORDS OF SAID LOS ANGELES COUNTY; THENCE SOUTH 67°42'45" EAST ALONG SAID LAST MENTIONED SOUTHERLY LINE 323.92 FEET TO THE EASTERLY LINE OF THE AFOREMENTIONED LOT 92 OF THE RANCHO LAGUNA; THENCE NORTH 22°16'40" EAST ALONG SAID LAST MENTIONED EASTERLY LINE 200 FEET TO THE POINT OF BEGINNING.
EXCEPTING THEREFROM ALL THAT PORTION LYING SOUTHEASTERLY OF THE NORTHWESTERLY BOUNDARY LINE OF LOT 94 OF SAID MAP
EXCEPTING THEREFROM ALL THAT PORTION LYING SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF BANDINI BOULEVARD
EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO MICHAEL G. ALEX AND MARY S. ALEX, HIS WIFE AS JOINT TENANTS BY DEED RECORDED APRIL 19, 1983, AS INSTRUMENT 83-430059 OF OFFICIAL RECORDS
EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO THE CITY OF VERNON, A MUNICIPAL CORPORATION BY DEED RECORDED DECEMBER 30, 2002, AS INSTRUMENT 02-3204397 OF OFFICIAL RECORDS

PARCEL 2:
ALL THAT PORTION OF LAND CONVEYED BY THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY TO THE UNITED STATES POSTAL SERVICE BY DEED RECORDED MAY 18, 1973, AS INSTRUMENT 916 OF OFFICIAL RECORDS
EXCEPTING FROM PARCELS 1 AND 2 ALL SUBSURFACE MINERAL RIGHTS AS CONVEYED BY THE UNITED STATES OF AMERICA TO CHANSLOR-CANFIELD MIDWAY OIL COMPANY, A CALIFORNIA CORPORATION BY DEED RECORDED AUGUST 9, 1946 IN BOOK 23513 AT PAGE 240 OF OFFICIAL RECORDS
ALSO EXCEPTING FROM PARCELS 1 AND 2 ALL THAT PORTION LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:
BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF BANDINI AVENUE, 100 FEET IN WIDTH, DISTANT THEREON NORTH 69° 22' 13" WEST 159.85 FEET FROM THE EASTERLY LINE OF SAID LOT 92, BEING THE SOUTHERLY TERMINUS OF THE COURSE DESCRIBED AS "NORTH 24° 12' 10" WEST 94.80 FEET" AS DESCRIBED IN DEED RECORDED DECEMBER 30, 2002, AS INSTRUMENT NO. 02-3204897 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 69° 22' 13" EAST 973.19 FEET, ALONG THE NORTHEASTERLY LINE OF SAID BANDINI AVENUE TO THE POINT OF BEGINNING; THENCE NORTH 21° 59' 13" EAST 931.92 FEET TO A POINT IN THE NORTHEASTERLY LINE OF THAT PORTION OF LAND CONVEYED BY THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY TO THE UNITED STATES POSTAL SERVICE BY DEED RECORDED MAY 18, 1973, AS INSTRUMENT 916 OF OFFICIAL RECORDS, SAID POINT BEING SOUTH 68° 01' 18" EAST 813.11 FEET FROM A POINT MEASURED ALONG SAID NORTHEASTERLY LINE FROM ITS INTERSECTION WITH THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF SAID LOT 93.

PARCEL 3:
A NON-EXCLUSIVE TEMPORARY ACCESS EASEMENT AS CONTAINED IN THAT CERTAIN "TEMPORARY ACCESS AGREEMENT BY AND BETWEEN ________ AND ________ AND RECORDED ________ 2011 AS INSTRUMENT NO. ________ OVER THE FOLLOWING DESCRIBED PROPERTY:
BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF BANDINI AVENUE, 100 FEET IN WIDTH, BEING THE SOUTHERLY TERMINUS OF THE COURSE DESCRIBED AS "NORTH 24° 12' 10" WEST 94.80 FEET" AS DESCRIBED IN DEED RECORDED DECEMBER 30, 2002, AS INSTRUMENT NO. 02-3204897 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 69° 22' 13" EAST 973.19 FEET, ALONG THE NORTHEASTERLY LINE OF SAID BANDINI AVENUE TO THE TRUE POINT OF BEGINNING; THENCE NORTH 21° 59' 13" EAST 496.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 135.31 FEET, A RADIAL FROM SAID BEGINNING BEARS SOUTH 26° 01' 32" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35° 45' 43" A DISTANCE OF 84.46 FEET; THENCE SOUTH 28° 12' 45" EAST 91.39 FEET; THENCE SOUTH 61° 47' 15" WEST 85.15 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 125.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°
FILE NUMBER: 322920 PAGE 4 OF 10
57' 18" A DISTANCE OF 87.17 FEET; THENCE SOUTH 21° 49' 57" WEST 207.98 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 46.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 47' 46" A DISTANCE OF 72.09 FEET; THENCE SOUTH 22° 02' 11" WEST 8.38 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID BANDINI AVENUE; THENCE NORTH 67° 37' 49" WEST 62.97 FEET TO AN ANGLE POINT THEREON; THENCE NORTH 69° 22' 13" WEST 47.39 FEET TO THE TRUE POINT OF BEGINNING.

APN: 6332-002-932
APN: PORTION OF 6332-002-933
APN: 6332-002-940

NOTE: THE PROPERTY IS ADDITIONALLY DEFINED PER INSTRUMENT NO. 20110594625 O.R.

GENERAL NOTES

1. EXISTING LAND USE: INDUSTRIAL
2. PROPOSED LAND USE: INDUSTRIAL
3. EXISTING ZONING: CITY OF VERNON – GENERAL INDUSTRIAL
   CITY OF BELL – TRANSITIONAL MANUFACTURING
4. WATER SERVICE PROVIDED BY: CITY OF BELL
5. ELECTRIC SERVICE PROVIDED BY: CITY OF VERNON
6. SEWER SERVICE PROVIDED BY: CITY OF BELL
7. TELEPHONE AND CABLE SERVICE PROVIDED BY: TIME WARNER
8. SETBACKS ARE PER SITE PLAN REVIEW.

LEGEND

BOUNDARY
RIGHT-OF-WAY
PROPERTY LINE
PROPOSED CURB
PROPOSED BUILDING
EXISTING COUNTOUR —400—

STATEMENT OF ENGINEER OF RECORD

I HEREBY CERTIFY THAT THIS MAP WAS PREPARED UNDER MY SUPERVISION AND THAT THE OWNER OF RECORD HAS KNOWLEDGE OF AND CONSENTS TO THE FILING OF THIS MAP.

ENGINEER OF WORK

By: ________ Date: ________
Name: Fred Cornwell
R.C.E. 45391 Exp: 12/31/13

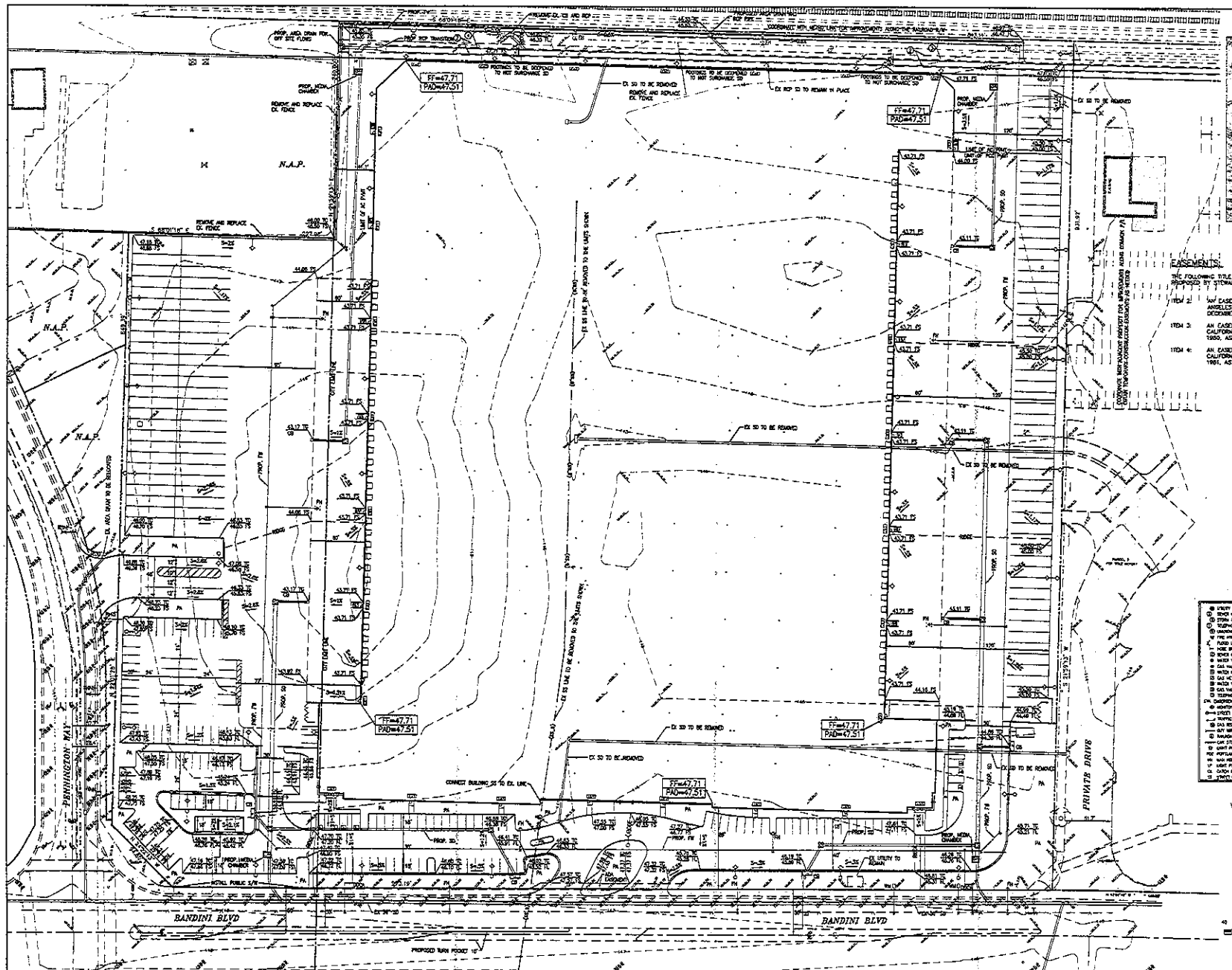
PREPARED BY:
CA ENGINEERING, INC.
Planning - Engineering - Surveying
3002 DOW AVE, STE 520
TUSTIN, CA 92780
949-724-9480 949-724-9484 FAX

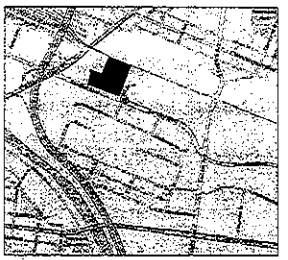
CITY OF BELL/VERNON

TENTATIVE PARCEL MAP NO. 71920

CA JOB NO. 23-07
SH. 1 OF 1
Plotted on: May 03 2012

42





VICINITY MAP

EASEMENTS:

THE FOLLOWING TITLE INFORMATION WAS DERIVED FROM A PRELIMINARY REPORT FOR TITLE INSURANCE PROPOSED BY STEWART TITLE COMPANY, ORDER NO.: 522920 DATED APRIL 7, 2011

ITEM 2: AN EASEMENT FOR STORM DRAIN AND RIGHTS INCIDENTAL THERETO IN FAVOR OF LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AS SET FORTH IN A DOCUMENT RECORDED DECEMBER 7, 1977, AS INSTRUMENT 77-1348558 OF O.R.

ITEM 3: AN EASEMENT FOR UTILITY AND RIGHTS INCIDENTAL THERETO IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY AS SET FORTH IN A DOCUMENT RECORDED MARCH 14, 1950, AS INSTRUMENT 90-258375 OF OFFICIAL RECORDS.

ITEM 4: AN EASEMENT FOR UTILITY AND RIGHTS INCIDENTAL THERETO IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY AS SET FORTH IN A DOCUMENT RECORDED OCTOBER 27, 1981, AS INSTRUMENT 81-1059486 OF OFFICIAL RECORDS.

OWNER'S INFORMATION

XEBEC REALTY PARTNERS
3010 OLD RANCH PARKWAY STE 470
SEAL BEACH, CA 90740
PHONE 562-240-2200

ENGINEER INFORMATION

C&V CONSULTING
27155E GUERNANI
FOOTHILL RANCH, CA 92610
PHONE NO. 949-915-2000

TAX ASSESSOR'S PARCEL NO.:

6332-002-932, 940, PORTION OF 6322-002-933

LAND AREA:

TOTAL: 918,002 SQ. FT. (21.07 ACRES)

FLOOD ZONE:

PER FEMA'S WEBSITE ZONE X (AREA'S DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER MAP NO. 06037C1510F DATED SEPT. 26, 2008.

LEGEND

UTILITY VALVE		SIGNAL PULLBOX		CATCH BASIN	
SEWER MANHOLE		CABLE TV PULLBOX		FENCE POST	
STORM DRAIN MANHOLE		TELEPHONE PULLBOX		BACK OF WALK	
TELEPHONE MANHOLE		COMMUNICATIONS PULLBOX		TOP OF WALL	
CONCRETE MANHOLE		STREET LIGHT PULLBOX		ASPHALT PAVEMENT	
FIRE HYDRANT		UNKNOWN PULLBOX		EXISTING ELEVATION	
FLOOD LIGHT		FIRE DEPT CONNECTION		CENTERLINE	
HOSE BIB		IRON FENCE		SLOPE	
SEWER CLEANOUT		CHAIN LINK FENCE		PHONE BOOTH	
WATER VALVE		WOOD FENCE		CONCRETE	
GAS VALVE		BLOCK WALL		IRRIGATION VALVE	
WATER METER		PIPE		BARRIER POST (OP)	
GAS METER		PIPE		SIDEWALK	
WATER WELL		PIPE		PROPERTY LINE	
GAS WELL		SIGN		FLOW LINE	
TELEPHONE WELL		TRASH ENCLOSURE		UTILITY MARKER	
ELECTRICAL/WELL ACCESS		ELECTRICAL TRANSFORMER		GRATE	
MONITORING WELL		EDGE OF PAVEMENT		HANDICAP	
STREET LIGHT		PAINTED SURFACE		FLAG POLE	
TRAFFIC SIGNAL		PAINTED FLOOR		BUCKHORN DEVICE	
GAS BLOCK		NATURAL GROUND		SURVEY MONUMENT	
BAY WINDOW		TOP OF CURB		SIGN POST	
BUILDING SIGNAL		FLOW LINE		TOP OF BERM	
CAR STOP		TOP OF GRATE		BACKS	
LIGHT POLE		GRADE BREAK		AERIAL TARGET	
POLE PORTLAND CONC. CONDUIT		SCALE & SCRATCH CHECK		IRRIGATION	
BAY WELL				PLANTER	
LIGHT POLE		SIGN POST		WALL TOP	
CATCH BASIN		CATCH BASIN		PEDESTRIAN CONTROL VALVE	
STREET LIGHT		POST INDICATOR VALVE		AIR RELEASE VALVE	

PRELIMINARY EARTHWORK SUMMARY:

QUANTITIES FOR PLAN CHECKING PURPOSES ONLY

GRADING AREA	21 ACRES
RAW CUT	16,000 CY
SPOILS	2000 CY
RAW IMPORT	32,400 CY
NRCS EXCAVATION	46000 CY
ADJUSTED IMPORT	778 CY
FILL	15091 CY

ASSUMPTIONS:
1. BTZ SUBSIDENCE IS ASSUMED NEGLIGIBLE.

REVISIONS					
NO	DATE	INITIAL	DESCRIPTION	APP	DATE

BENCH MARK :

OWNER OR DEVELOPER :
XEBEC REALTY PARTNERS
3010 OLD RANCH PARKWAY STE 470
SEAL BEACH, CA 90740
(562) 240-2200

SOILS ENGINEER :
NORCAL
10641 HUMBOLDT STREET
LOS ALAMITOS, CA 90720
(562) 799-9469

PREPARED BY :
C&V CONSULTING, INC.
CIVIL ENGINEERING
LAND PLANNING AND SURVEYING
25155 GUERNANI
FOOTHILL RANCH, CALIFORNIA 92610
T: 949.915.2000
F: 949.916.1837
CV@CVCINC

I hereby certify that :
1. These plans have been prepared under my supervision;
2. The grading shown hereon will not divert drainage from its natural downstream course or obstruct the drainage of adjacent properties;
3. Existing ground contours and elevations were established by field survey performed on JAN 15TH, 2012.

ENGINEER: [signature] RCE 33920 DATE: 5-30-12 EXP. DATE: 6-30-12

CONCEPTUAL GRADING AND UTILITY PLAN TPM 71920

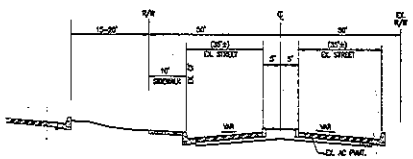
SITE ADDRESSES:
5555 BANDINI BLVD
BELL, CALIFORNIA

SHEET 1 OF 2

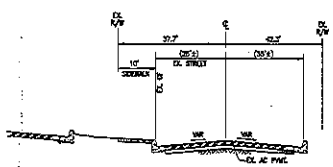
SCALE: AS SHOWN | DRAWN BY: DSE | CHECKED BY: VG

CITY OF BELL – VERNON

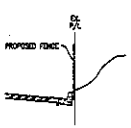
43



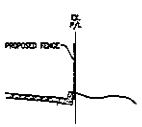
BANDINI SECTION
PUBLIC STREET N.T.S.
LOOKING EASTERLY



PENNINGTON STREET
PUBLIC STREET N.T.S.
LOOKING SOUTHERLY



NORTH PROPERTY LINE
PUBLIC STREET N.T.S.
LOOKING WESTERLY



EAST PROPERTY LINE
PUBLIC STREET N.T.S.
LOOKING WESTERLY

REVISIONS					
NO	DATE	INITIAL	DESCRIPTION	APP	DATE

BENCH MARK :

OWNER OR DEVELOPER :
XEBEC REALTY PARTNERS
3810 OLD RANCH PARKWAY STE 470
SEAL BEACH, CA 90740
(562) 546-0200

SOILS ENGINEER :
NORCAL
10641 humbolt street
LOS ALAMITOS, CA 90720
(562) 799-9469

PREPARED BY :
C&V CONSULTING, INC.
CIVIL ENGINEERING
LAND PLANNING AND SURVEYING
[illegible]
POMONA, CALIFORNIA [illegible]
T: [illegible]
F: [illegible]
[illegible]

I hereby certify that :
1. These plans have been prepared under my supervision;
2. The grading shown hereon will not divert drainage from its natural channelization course or obstruct the drainage of adjacent properties;
3. Existing ground elevations and elevations were obtained by field survey performed on JAN 13TH, 2012.

ENGINEER [signature] DATE [illegible]
RCE 33520 EXP. DATE 6-30-12

CONCEPTUAL GRADING AND UTILITY PLAN TPM 71920

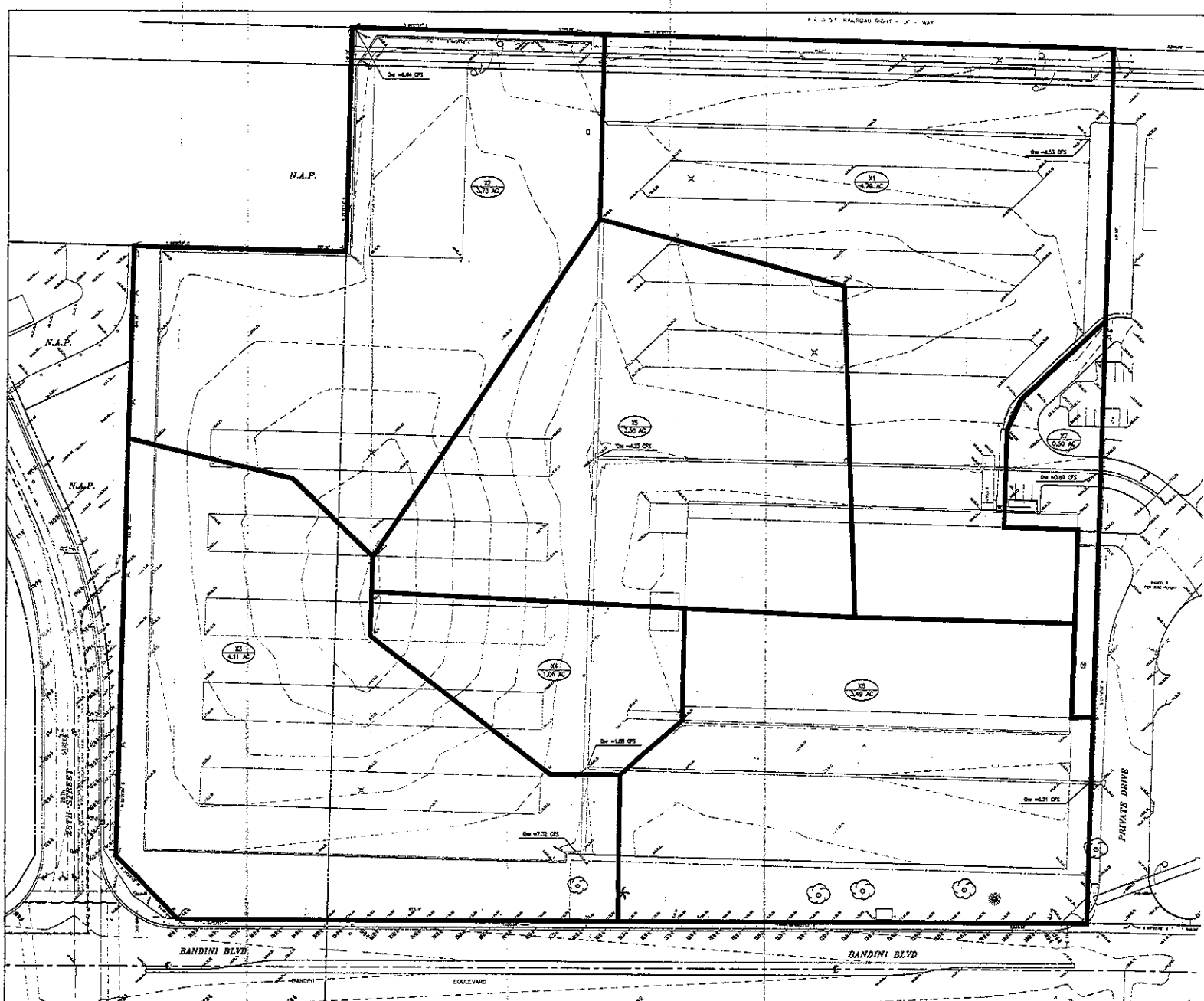
SITE ADDRESSES:
5655 BANDINI BLVD
BELL, CALIFORNIA

SHEET 2 OF 2

SCALE: AS SHOWN | DRAWN BY: DSK | CHECKED BY: VS

CITY OF BELL – VERNON

44



VICINITY MAP

SUB-AREA BOUNDARY
FLOW DIRECTION
A1 — DRAINAGE AREA NUMBER
5.43 AC — DRAINAGE AREA IN ACRES
1 Qm =1.7 CFS — 50-YR PEAK RUNOFF IN CUBIC FEET PER SECOND

REVISIONS					
NO	DATE	INITIAL	DESCRIPTION	APP	DATE

BENCH MARK :

OWNER OR DEVELOPER :
XERGEC REALTY PARTNERS
3010 OLD RANCH PARKWAY STE 470
SEAL BEACH, CA 90740
(562) 546-0200

SOILS ENGINEER :
NORCAL
1064 HUMBOLDT STREET
LOS ALAMITOS, CA 90720
(562) 799-9469

PREPARED BY :
C&V CONSULTING, INC.
CIVIL ENGINEERING
LAND PLANNING AND SURVEYING
2166 NORMANDIE
FOOTHILL RANCH, CALIFORNIA 92610
T: 949-859-
F: 949-859-
CVCONCEPT

REGISTERED PROFESSIONAL ENGINEER
No. 52824
Exp. 6/30/2011
CIVIL
STATE OF CALIFORNIA

I hereby certify that :
1. These plans have been prepared under my supervision;
2. The grading shown hereon will not divert drainage from its natural downstream course or overtax the drainage of adjacent properties;
3. Existing ground contours and elevations were obtained by field survey performed on Jan 15TH, 2012.

ENGINEER _____ DATE _____
REG. 52820 EXP. DATE 6-30-12

EXISTING HYDROLOGY
Q10 EVENT

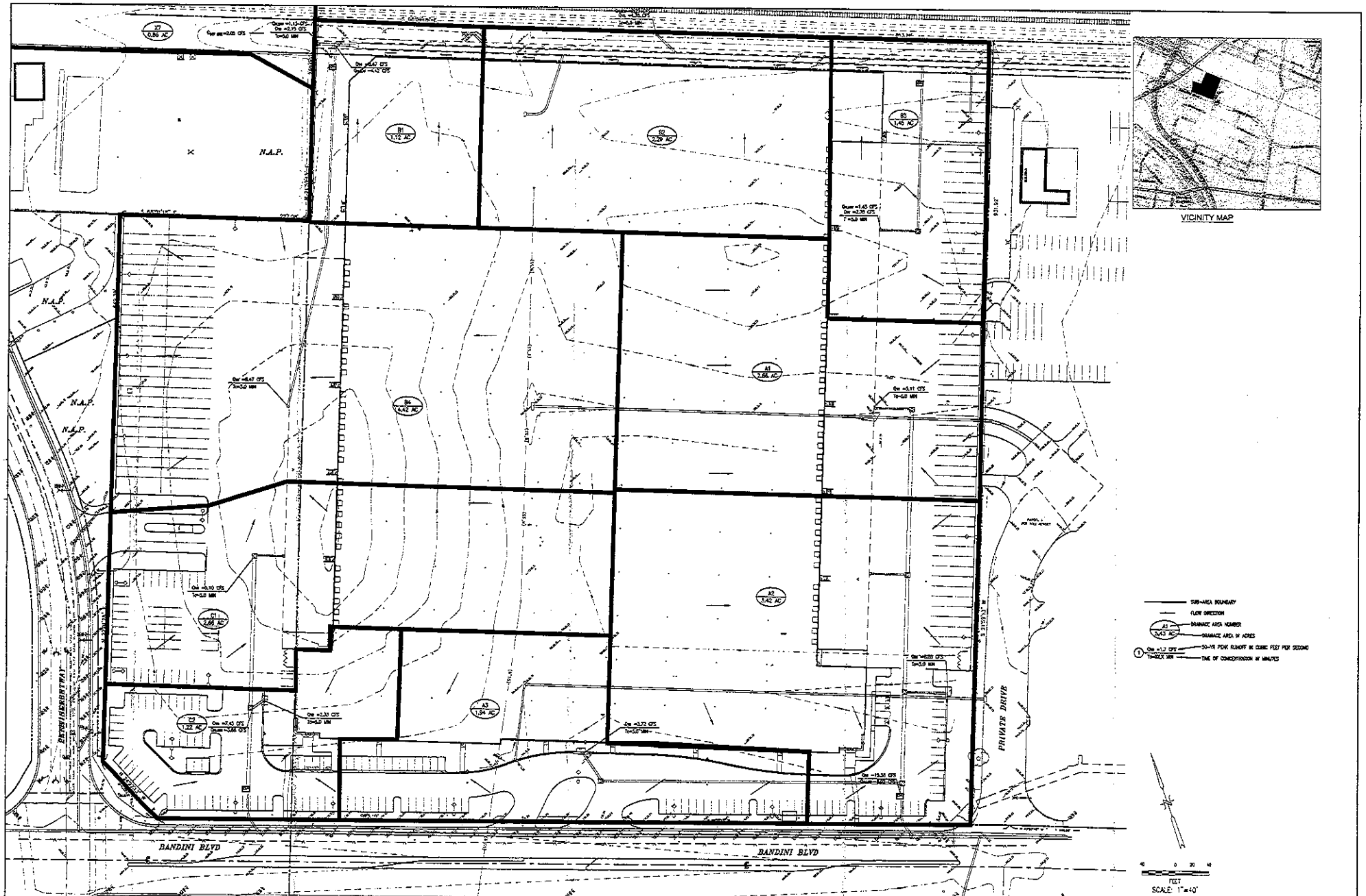
SITE ADDRESSES:
5555 BANDINI BLVD
BELL, CALIFORNIA

SHEET 1 OF 1

SCALE: AS SHOWN | DRAWN BY: DSK | CHECKED BY: VS

CITY OF BELL – VERNON

45



REVISIONS					
NO	DATE	INITIAL	DESCRIPTION	APP	DATE

BENCH MARK :

OWNER OR DEVELOPER :
XEBEC REALITY PARTNERS
2010 OLD RANCH PARKWAY STE 470
SEAL BEACH, CA 90740
(562) 346-0200

SOILS ENGINEER :
NORCAL
10641 HUMBOLT STREET
LOS ALAMITOS, CA 90720
(562) 759-9449

PREPARED BY :
C&V CONSULTING, INC.
CIVIL ENGINEERING
LAND PLANNING AND SURVEYING

I hereby certify that :
1. These plans have been prepared under my supervision;
2. The grading shown hereon will not divert drainage from its natural downstream course or obstruct the drainage of adjacent properties;
3. Existing ground contours and elevations were obtained by field survey performed on JAN 15TH, 2012.

ENGINEER _____ DATE _____
RCE 33520 EXP. DATE 4-30-12

PROPOSED HYDROLOGY
Q10 EVENT

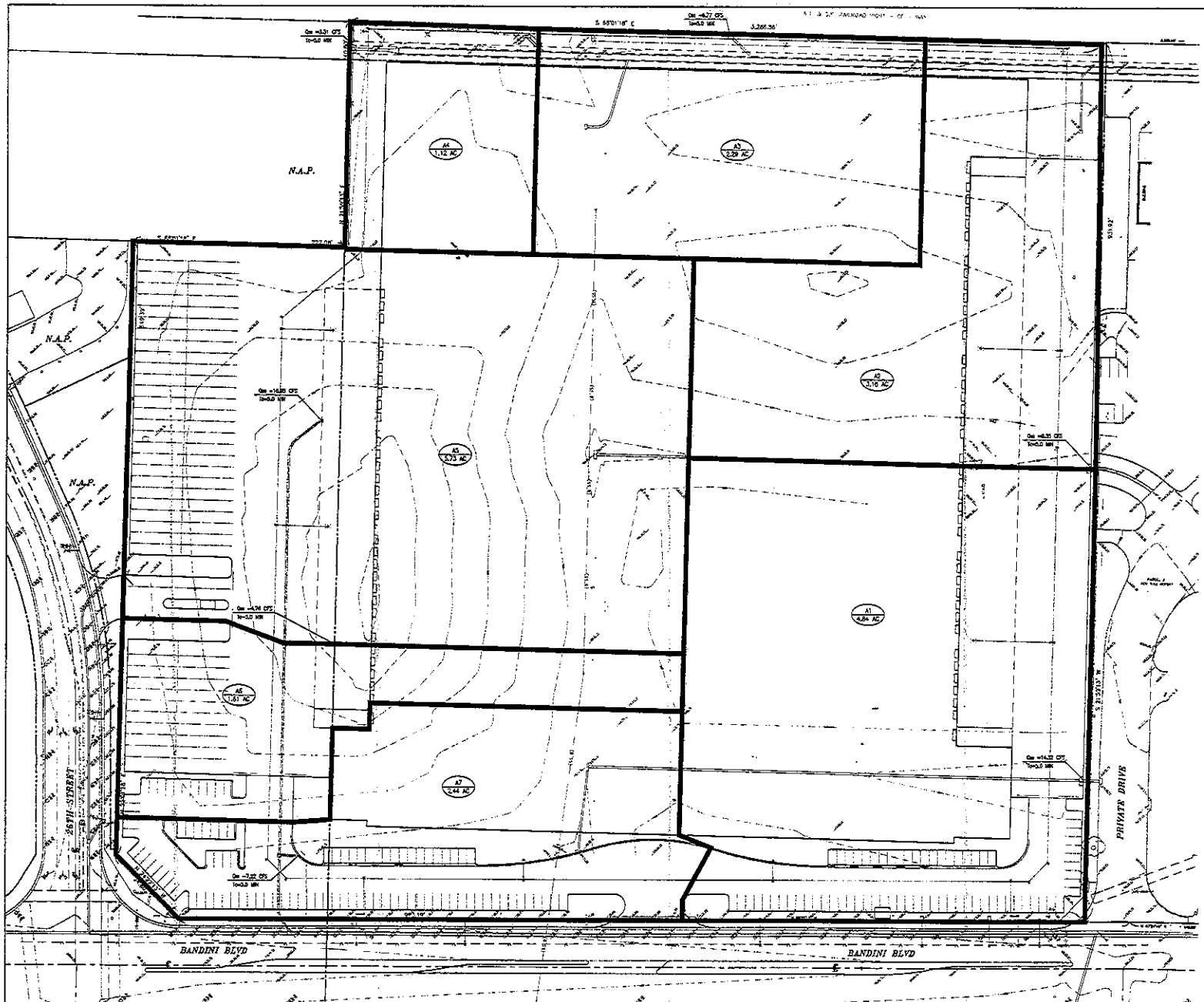
SITE ADDRESSES:
5555 BANDINI BLVD
BELL, CALIFORNIA

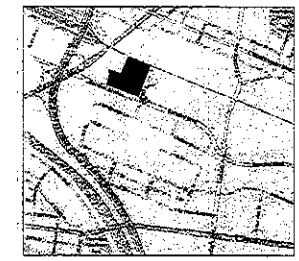
SHEET 1 OF 1

SCALE: AS SHOWN | DRAWN BY: DSK | CHECKED BY: VS

CITY OF BELL - VERNON

46





VICINITY MAP

SUB-AREA BOUNDARY
FLOW DIRECTION
A1 / 5.43 AC — DRAINAGE AREA NUMBER / DRAINAGE AREA IN ACRES
1 Qm =1.7 CFS / Tc=10.0 MIN — 30-YR PEAK RUNOFF IN CUBIC FEET PER SECOND / TIME OF CONCENTRATION IN MINUTES

REVISIONS					
NO	DATE	INITIAL	DESCRIPTION	APP	DATE

BENCH MARK :

OWNER OR DEVELOPER :
XEBEC REALTY PARTNERS
3010 OLD RANCH PARKWAY STE 470
SEAL BEACH, CA 90740
(562) 546-0200

SOILS ENGINEER :
NORCAL
10641 HUMBOLT STREET
LOS ALAMITOS, CA 90720
(562) 799-9450

PREPARED BY :
C&V CONSULTING, INC.
CIVIL ENGINEERING
LAND PLANNING AND SURVEYING
[illegible]
POTTERIE RANCH, CALIFORNIA [illegible]
[illegible]
[illegible]
[illegible]

I hereby certify that :
1. These plans have been prepared under my supervision;
2. The grading shown hereon will not divert drainage from its natural downstream source or obstruct the drainage of adjacent properties;
3. Existing ground contours and elevations were obtained by field survey performed on JAN 15TH, 2012.

ENGINEER _____ DATE _____
RCE 33570 EXP. DATE 4-30-12

PROPOSED HYDROLOGY
Q50 EVENT

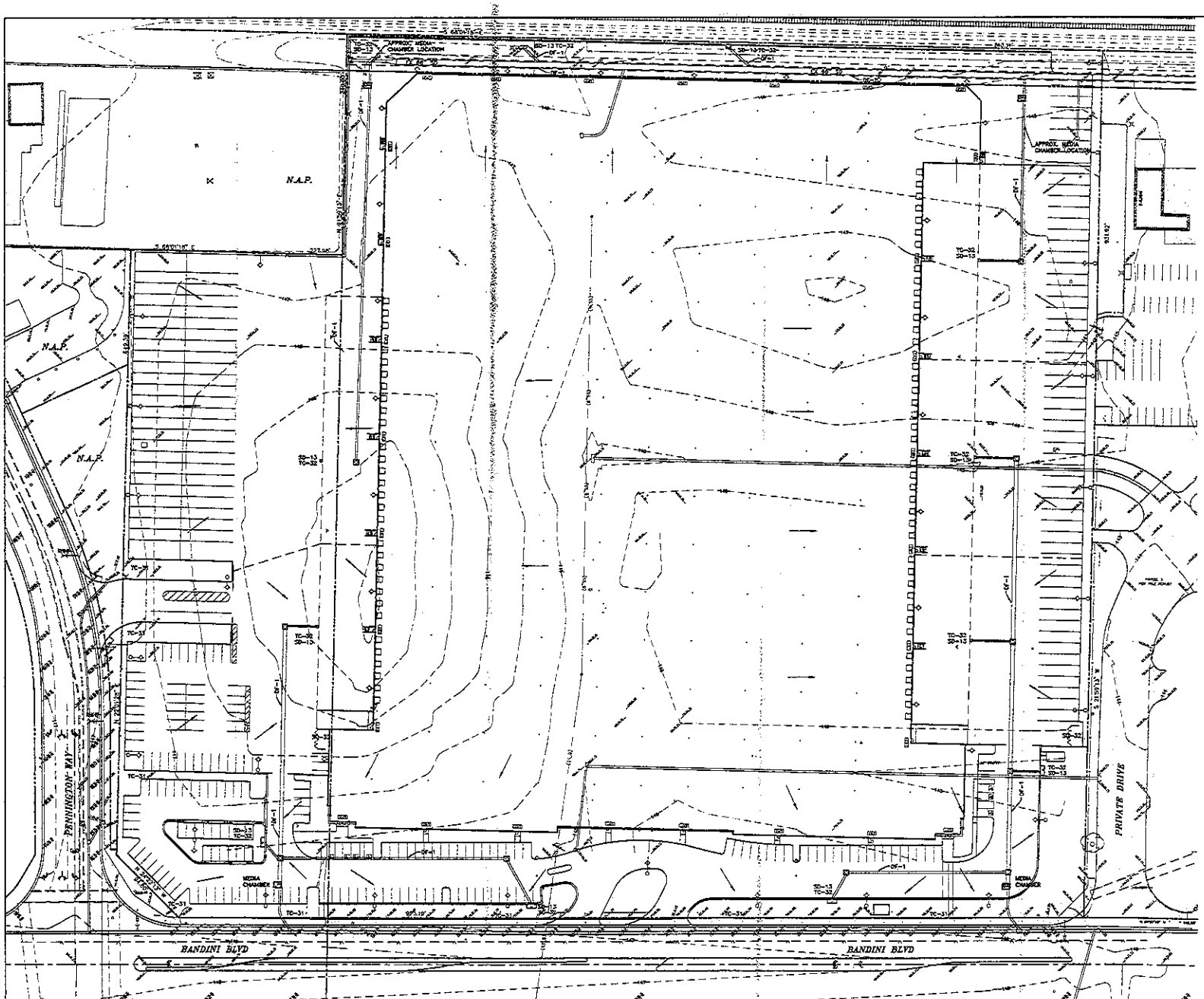
SITE ADDRESSES:
5505 BANDINI BLVD
BELL, CALIFORNIA

SHEET 1 OF 1

SCALE: AS SHOWN | DRAWN BY: DSK | CHECKED BY: VS

CITY OF BELL – VERNON

47



VICINITY MAP

SUSMP SITE NOTES:

SD-10	SITE DESIGN AND & LANDSCAPPING PLANNING (TOTAL SITE)
SD-11	ROOF RUNOFF CONTROLS (ALL BUILDINGS)
SD-12	EFFICIENT IRRIGATION (TOTAL SITE)
SD-13	STORM DRAIN SIGNAGE
SD-32	TRASH STORAGE AREAS
SE-7	STREET SWEEPING AND VACUUMMING (ALL PAVED AREAS)
TC-31	VEGETATED BUFFER STRIP
DF-1	DRAINGE SYSTEMS
MF-32	STORM DRAIN INSERTS
TC-32	INFILTRATION SYSTEM

FEET
SCALE: 1"=40'

REVISIONS

	APP	DATE

XEBEC REALITY PARTNERS
3010 OLD RANCH PARKWAY STE 470
SEAL BEACH, CA 90740
(562) 546-6200

NORCAL
10641 HUMBOLT STREET
LOS ALAMITOS, CA 90720
(562) 799-9469

C&V CONSULTING, INC.
CIVIL ENGINEERING
LAND PLANNING AND SURVEYING

I hereby certify that :
1. These plans have been prepared under my supervision;
2. The grading shown hereon will not divert drainage from its natural downstream course or obstruct the drainage of adjacent properties;
3. Existing ground contours and elevations were obtained by field survey performed on JAN 15TH, 2012.

ENGINEER _____ DATE _____
RCE 33520 EXP. DATE 6-30-12

SUSMP EXHIBIT

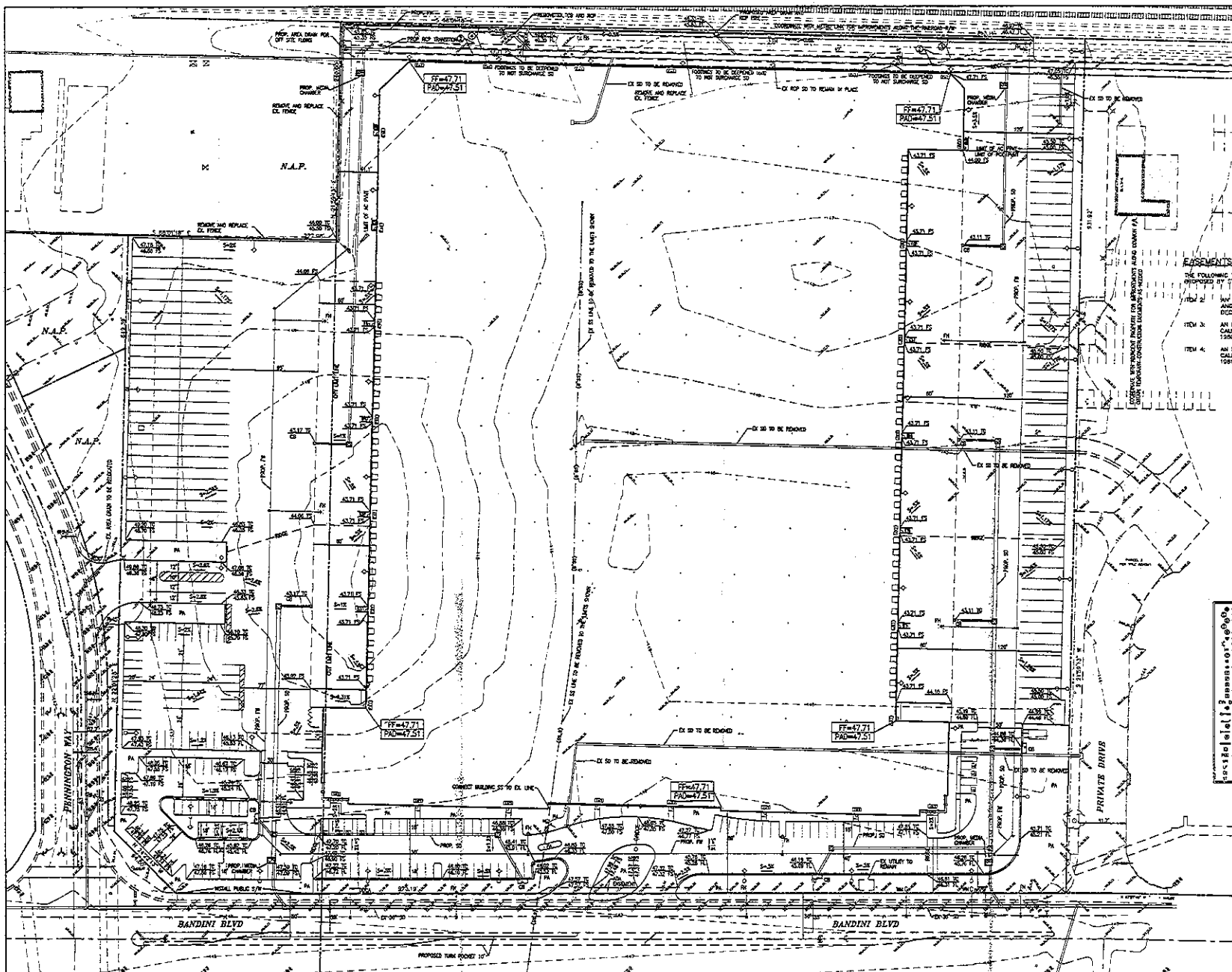
SITE ADDRESSES:
5595 BANDINI BLVD
BELL, CALIFORNIA

SHEET 1 OF 1

SCALE: AS SHOWN | DRAWN BY: DSK | CHECKED BY: VS

CITY OF BELL - VERNON

48



VICINITY MAP

EASEMENTS:

THE FOLLOWING TITLE INFORMATION WAS DERIVED FROM A PRELIMINARY REPORT FOR TITLE INSURANCE PROPOSED BY STEWART TITLE COMPANY, ORDER NO.: 322520 DATED APRIL 7, 2011

ITEM 2: AN EASEMENT FOR STORM DRAIN AND RIGHTS INCIDENTAL THERETO IN FAVOR OF LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AS SET FORTH IN A DOCUMENT RECORDED DECEMBER 7, 1977, AS INSTRUMENT 77-1346865 OF O.R.

ITEM 3: AN EASEMENT FOR UTILITY AND RIGHTS INCIDENTAL THERETO IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY AS SET FORTH IN A DOCUMENT RECORDED MARCH 14, 1950, AS INSTRUMENT 90-256575 OF OFFICIAL RECORDS.

ITEM 4: AN EASEMENT FOR UTILITY AND RIGHTS INCIDENTAL THERETO IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY AS SET FORTH IN A DOCUMENT RECORDED OCTOBER 27, 1981, AS INSTRUMENT 81-1054458 OF OFFICIAL RECORDS.

OWNER'S INFORMATION

XEBEC REALTY PARTNERS
3010 OLD RANCH PARKWAY STE 470
SEAL BEACH, CA 90740
PHONE: 562-546-0200

ENGINEER INFORMATION

C&V CONSULTING
27156 BURBANK
FOOTHILL RANCH, CA 92610
PHONE NO. 949-616-3800

TAX ASSESSOR'S PARCEL NO.:

6332-002-932, 940, PORTION OF 6332-002-933

LAND AREA:

TOTAL: 916,002 SQ. FT. (21.07 ACRES)

FLOOD ZONE:

PER FEMA'S WORSITE ZONE X (AREA'S DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER MAP NO. 06037C0510F DATED SEPT. 26, 2008.

LEGEND

UTILITY POLE	W	SIGNAL PULLBOX	CL	CENTER LINE	
SEWER MANHOLE	TV	CABLE TV PULLBOX	PP	POWER POLE	
STORM DRAIN MANHOLE	T	TELEPHONE PULLBOX	BW	BACK OF WALK	
TELEPHONE MANHOLE	W	COMMUNICATIONS PULLBOX	TW	TOP OF WALL	
UNKNOWN MANHOLE	E	ELECT LIGHT PULLBOX	AC	ASPHALT PAVEMENT	
FIRE HYDRANT	G	UNKNOWN PULLBOX	(123.4)	EXISTING ELEVATION	
FLOOD LIGHT	FD	FIRE DEPT CONNECTION	L	CENTERLINE	
WELL SIGN		IRON FENCE		SIGN	
TOWER CLEANOUT		CHAIN LINK FENCE		PHONE BOOTH	
WATER VALVE		WOOD FENCE		CONCRETE	
GAS VALVE		BLOCK WALL		IRRIGATION VALVE	
WATER METER		PAVED		GUARD POST (DP)	
GAS METER		FULLY		CONTOURS	
WATER VALVE		FULL		PROPERTY LINE	
GAS VALVE		SIGN		FLOW LINE	
TELEPHONE VALVE		TRAIN ENCLOSURE		UTILITY MARKER	
ELECTRICAL VEHICLE ACCESS		ELECTRICAL TRANSFORMER		GRATE	
MONITORING WELL		CODE OF PARKING		HANDICAP	
STREET LIGHT		FINISHED SURFACE		FLAG POLE	
TRAFFIC SIGNAL		FINISHED FLOOR		SHOPPING SENSE	
GAS METER		NATURAL GROUND		SERVICE MONUMENT	
DRY WELL		TOP OF CURB		SIGN POST	
RAILROAD SIGNAL		FLOW LINE		TOP OF BERM	
CAR STOP		TOP OF CRACK		MARKER	
LIGHT POLE		GRADE BREAK		AERIAL SAMPLE	
PORTLAND CEMENT CONCRETE		DOUBLE DETECTOR CHECK VALVE		IRRIGATION	
FIRE HOSE		SIGN POST		PLANTER	
LIGHT POLE		CATCH BASIN		FILL BOX	
CATCH BASIN		CATCH BASIN		IRRIGATION CONTROL VALVE	
VENT/CLEAN		WELL MONITORING VALVE		AIR RELEASE VALVE	

PRELIMINARY EARTHWORK SUMMARY:

QUANTITIES FOR PLAN CHECKING PURPOSES ONLY

GROSS AREA	21 ACRES
RAW CUT	15,308 CY
SPOILS	2000 CY
RAW IMPORT	32,400 CY
MASS EXCAVATION	46000 CY
ADJUSTED IMPORT	778 CY
FILL	13091 CY

ASSUMPTIONS:
1. SITE SUBSIDENCE IS ASSUMED NEGLIGIBLE.

REVISIONS				
NO.	DATE	INITIAL	DESCRIPTION	APPR. DATE

BENCH MARK :

OWNER OR DEVELOPER :
XEBEC REALTY PARTNERS
3010 OLD RANCH PARKWAY STE 470
SEAL BEACH, CA 90740
(562) 546-0200

SOILS ENGINEER :
NORCAL
10641 HUNSOLT STREET
LOS ALAMITOS, CA 90720
(562) 799-9469

PREPARED BY :
C&V CONSULTING, INC.
CIVIL ENGINEERING
LAND PLANNING AND SURVEYING
27156 BURBANK
FOOTHILL RANCH, CALIFORNIA 92610
T: 949-616-3800
F: 949-859-3884
C&V-INC.NET

I hereby certify that :
1. These plans have been prepared under my supervision;
2. The grading shown hereon will not divert drainage from its natural development course or adversely the drainage of adjacent properties;
3. Existing ground contours and elevations were obtained by field survey performed on JAN 15TH, 2012.

ENGINEER: [signature] DATE: [illegible]
RCE 33520 EXP. DATE 6-30-12

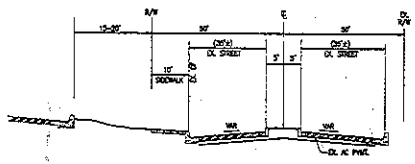
CONCEPTUAL GRADING AND UTILITY PLAN TPM 71920

SITE ADDRESSES:
5005 BANDINI BLVD
BELL CALIFORNIA

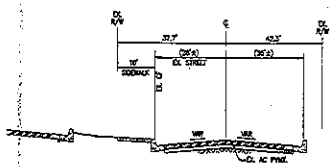
SHEET 1 OF 2

SCALE: AS SHOWN | DRAWN BY: DSK | CHECKED BY: VS

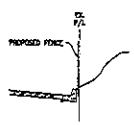
CITY OF BELL – VERNON



BANDINI SECTION
PUBLIC STREET N.T.S.
LOOKING EASTERLY



PENNINGTON STREET
PUBLIC STREET N.T.S.
LOOKING SOUTHERLY



NORTH PROPERTY LINE
PUBLIC STREET N.T.S.
LOOKING WESTERLY

EAST PROPERTY LINE
PUBLIC STREET N.T.S.
LOOKING WESTERLY

REVISIONS				
NO.	DATE	INITIAL	DESCRIPTION	APP. DATE

BENCH MARK :

OWNER OR DEVELOPER :
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3010 OLD RANCH PARKWAY STE 470
SEAL BEACH, CA 90740
(562) 545-0200

SOILS ENGINEER :
NORCAL
10641 HUMBOLT STREET
LOS ALAMITOS, CA 90720
(562) 799-9469

PREPARED BY :
C&V CONSULTING, INC.
CIVIL ENGINEERING
LAND PLANNING AND SURVEYING
[illegible]
MONROVIA RANCH, CALIFORNIA [illegible]
T. [illegible]
E. [illegible]
CHI-HCHIEN

REGISTERED PROFESSIONAL ENGINEER
CHI-HCHIEN CHIEN
No. 47930
Exp. 4/30/2013
CIVIL
STATE OF CALIFORNIA

I hereby certify that :
1. These plans have been prepared under my supervision;
2. The grading shown hereon will not divert drainage from its natural downstream source or obstruct the drainage of adjacent properties;
3. Existing ground contours and elevations were established by field survey performed on JAN 13TH, 2012.

ENGINEER [signature] REG. 47930 DATE [illegible] EXP. DATE 6-30-12

CONCEPTUAL GRADING AND UTILITY PLAN TPM 71920

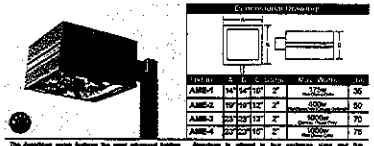
SITE ADDRESS:
5555 BANDINI BLVD.
BELL, CALIFORNIA

SHEET 2 OF 2

SCALE: AS SHOWN | DRAWN BY: DSK | CHECKED BY: VS

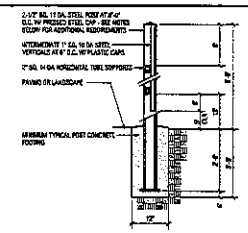
CITY OF BELL – VERNON

50



Fixture	A	B	C	Poles	Watts	Lux
AMS-1	14'	14'	16'	2"	175W	36
AMS-2	19'	19'	12'	2"	320W	50
AMS-3	23'	23'	13'	2"	400W	70
AMS-4	23'	23'	16'	2"	1000W	75

TYPICAL POLE AND BUILDING MOUNTED LIGHT FIXTURE (A)



TYPICAL STEEL TUBE FENCE (B)
SCALE: 1/2" = 1'-0"

FIRE DEPARTMENT NOTES

1. PROVIDE APPROVED SIGNS OR OTHER APPROVED NOTICES OR MARKINGS THAT INCLUDE THE WORDS, NO PARKING – FIRE LANE. SIGNS SHALL BE PROVIDED FOR FIRE APPARATUS ACCESS ROADS, TO CLEARLY INDICATE THE EXTENT OF SUCH ROAD, OR PREVENT THE OBSTRUCTION THEREOF, AS REQUIRED BY THE FIRE INSPECTOR. FIRE CODE 503.3.

2. FIRE DEPARTMENT VEHICULAR ACCESS ROADS SHALL BE HARD SCAPE ALL WEATHER ACCESS IN ACCORDANCE WITH THE DEPARTMENT'S ALL WEATHER ACCESS REQUIREMENTS. FIRE CODE 503.2.3.

3. FIRE DEPARTMENT VEHICULAR ACCESS ROADS MUST BE INSTALLED AND MAINTAINED IN A SERVICEABLE MANNER PRIOR TO AND DURING THE TIME OF CONSTRUCTION. FIRE CODE 501.4.

4. APPROVED BUILDING ADDRESS NUMBERS, BUILDING NUMBERS OR APPROVED BUILDING IDENTIFICATION SHALL BE PROVIDED AND MAINTAINED SO AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET FRONTING THE PROPERTY. THE NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND, BE ARABIC NUMERALS OR ALPHABET LETTERS, AND BE A MINIMUM OF 4 INCHES HIGH WITH A MINIMUM STROKE WIDTH OF 0.5 INCH. FIRE CODE 505.1.

5. A KEY BOX SHALL BE PROVIDED AND MAINTAINED AT GATED ENTRANCES, IN ACCORDANCE WITH FIRE CODE 506, AND AS SET FORTH IN THE COUNTY OF LOS ANGELES FIRE DEPARTMENT REGULATION 5.

6. THE REQUIRED FIRE FLOW FOR FIRE HYDRANTS AT THIS LOCATION IS 4000 GPM, AT 20 PSI RESIDUAL PRESSURE, FOR A DURATION OF 4 HOURS OVER AND ABOVE MAXIMUM DAILY DEMAND TO DRAINS. FIRE CODE 507.3, COUNTY OF LOS ANGELES FIRE DEPARTMENT REGULATION 8.

7. ALL FIRE HYDRANTS SHALL MEASURE 6" X 4" X 2-1/2" BRASS OR BRONZE, CONFORMING TO AMERICAN WATER WORKS ASSOCIATION STANDARDS OR APPROVED EQUAL AND SHALL BE INSTALLED IN COMPLIANCE WITH THE COUNTY OF LOS ANGELES FIRE DEPARTMENT REGULATION 8, FIRE CODE 507.5 AND REGULATION 4.

8. ALL ON-SITE FIRE HYDRANTS SHALL BE INSTALLED, TESTED AND APPROVED PRIOR TO BUILDING OCCUPANCY. FIRE CODE 507.5.1.

9. A COMPLETED "FIRE FLOW AVAILABILITY" FORM 196, WITH FIRE FLOW INFORMATION FROM THE CLOSEST FIRE HYDRANT ALONG THE LOT FRONTAGE SHALL BE PROVIDED.

10. PLANS SHOWING UNDERGROUND PIPING, FIRE DEPARTMENT CONNECTION, OR PRIVATE ON-SITE FIRE HYDRANTS SHALL BE SUBMITTED TO THE SPRINKLER PLAN CHECK UNIT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. FIRE CODE 903.3. COUNTY OF LOS ANGELES FIRE DEPARTMENT REGULATION 7.

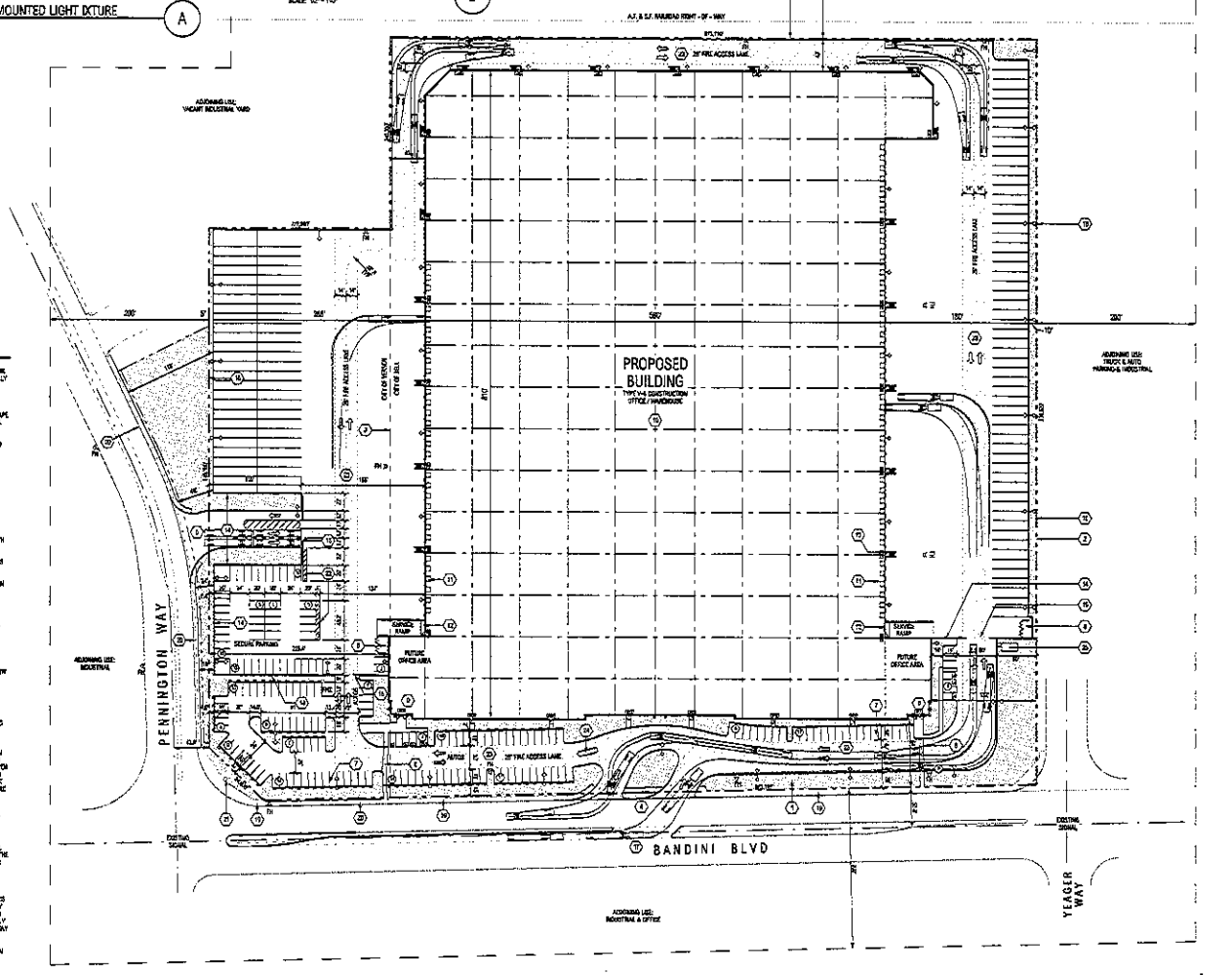
11. THE INSPECTION, HYDROSTATIC TEST AND FLUSHING OF THE UNDERGROUND FIRE PROTECTION PIPING SHALL BE witnessed BY AN AUTHORIZED FIRE DEPARTMENT REPRESENTATIVE. NO UNDERGROUND PIPING OR THRUST BLOCKS SHALL BE COVERED WITH DIRT OR CONCRETE PRIOR TO THE FIRE DEPARTMENT REPRESENTATIVE HAS BEEN NOTIFIED AND GIVEN NOT LESS THAN 48 HOURS IN WHICH TO INSPECT SUCH INSTALLATIONS. FIRE CODE 901.5, COUNTY OF LOS ANGELES FIRE DEPARTMENT REGULATION 7.

12. THE MEANS OF EGRESS, AND EXIT DISCHARGE, SHALL BE ILLUMINATED AT ANY TIME THE BUILDING IS OCCUPIED WITH A LIGHT INTENSITY OF NOT LESS THAN 1 FOOT CANDLE AT THE WALKING SURFACE LEVEL. BUILDING CODE 1008.2.

13. THE POWER SUPPLY FOR MEANS OF EGRESS ILLUMINATION SHALL NORMALLY BE PROVIDED BY THE PREMISES ELECTRICAL SUPPLY. IN THE EVENT OF POWER SUPPLY FAILURE, THE EMERGENCY POWER SYSTEM SHALL PROVIDE POWER FOR A DURATION OF NOT LESS THAN 90 MINUTES AND SHALL CONSIST OF STORAGE BATTERIES, UNIT EQUIPMENT OR AN ON-SITE GENERATOR. BUILDING CODE 1006.3.

14. EXITS, EXIT ACCESS DOORS AND PATHS OF EGRESS TRAVEL THAT IS NOT IMMEDIATELY VISIBLE TO THE OCCUPANTS SHALL BE MARKED BY AN APPROVED EXIT SIGN THAT IS CLEARLY VISIBLE FROM ANY DIRECTION OF EGRESS TRAVEL. EXIT SIGNS SHALL BE INTERNALLY OR EXTERNALLY ILLUMINATED. BUILDING CODE 1011. NOTE: ADDITIONAL EXIT SIGNS MAY BE REQUIRED AT TIME OF FIELD INSPECTION.

15. PORTABLE FIRE EXTINGUISHERS SHALL BE INSTALLED IN LOCATION AS REQUIRED BY FIRE CODE 906.



SITE PLAN
SCALE: 1" = 60'-0"

PROJECT DATA

LAND USE ZONE	T - ZONE
GROSS SITE AREA:	925,109 SF 21.25 AC
BUILDING AREA:	
FOOTPRINT	484,000 SF
MEZZANINE	6,000 SF
TOTAL	490,000 SF
COVERAGE:	52.90 %
AUTO PARKING REQUIRED:	
12,000SF OFFICE (1/250 SF)	48 STALLS
20,000 SF WAREHOUSE (1/1000 SF)	23 STALLS
20,000 SF WAREHOUSE (1/2000 SF)	10 STALLS
438,000 SF WAREHOUSE (1/4000 SF)	110 STALLS
TOTAL REQUIRED	188 STALLS
AUTO PARKING PROVIDED:	188 STALLS
LOADING SPACES REQUIRED @ 5/100,000	25 DOCKS
LOADING SPACES PROVIDED	71 DOCKS
LANDSCAPE REQUIRED @ 6%	55,567 SF
LANDSCAPE PROVIDED (8.44%)	78,141 SF

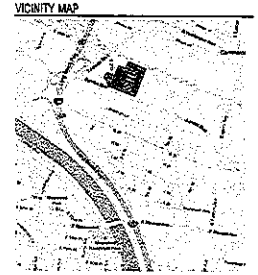
KEYNOTES

1. DIMPLED AREA IS NEW LANDSCAPE AREA W/ AUTOMATIC SPRINKLERS. ALL LANDSCAPE AREAS ARE TO BE BOUNDED BY 6" CONC. CURB.
2. INDICATES EXISTING PROPERTY LINE.
3. EXISTING CITY BOUNDARY LINE WITH VERNON.
4. PROVIDE NEW DRIVEWAY CURB CUT FOR MODIFIED CITY STANDARDS.
5. EXISTING DRIVEWAY CURB CUT TO BE MODIFIED PER CITY STANDARDS.
6. INDICATES NEW ADA ACCESSIBILITY RAMPS FROM PUBLIC RIGHT OF WAY TO MAIN ENTRY OF THE PROPOSED FACILITY. SIDEWALK TO BE A MIN. 4'-0" WIDE AND HAVE A MAX. SLOPE OF 4.8%.
7. STRIPED PARKING STALLS PER CITY REQUIREMENTS. STALL SIZES ARE 9'-0" X 20'-0" OR 8'-0" X 18'-0" OVERHAND MAX.
8. (2) 10' X 8' TRASH ENCLOSURE AREA / RECYCLING BIN STORAGE AREA, W/ 6'-0" HIGH CONCRETE WALLS AND SOLID METAL SWINGING GATES. CHECKOUT TO BE PAINTED TO MATCH BUILDING. PROVIDE PEDESTRIAN ACCESS.
9. PRIMARY ACCESSIBLE SUBAREA ENTRANCE.
10. NEW CONCRETE TILT-UP WAREHOUSE BUILDING.
11. DOCK HIGH TRUCK DOOR. SEE ELEVATIONS FOR ADDITIONAL INFO.
12. GRADE LEVEL RAMP DOOR. SEE ELEVATIONS FOR ADDITIONAL INFO.
13. 3' X 3' METAL EXIT DECK.
14. PAINTED CONCRETE SCREENWALL.
15. 6'-0" HIGH BLACK TUBE STEEL FENCE / GATE. ACCESS GATES SHALL BE MINIMUM 24' WIDE OPENING, MAINTAINED OPEN DIAGONAL AT ALL TIMES, AND PROVIDED WITH A KNOX-BOX AND OVERRIDE FOR EMERGENCY FIRE DEPARTMENT ACCESS.
16. 6'-0" HIGH BLACK TUBE STEEL FENCE ALONG INTERNAL PROPERTY LINES.
17. PROPOSED MEDIAN BREAK FOR LEFT TURN ONLY INTO SITE.
18. POLE MOUNTED SITE LIGHTING FIXTURE. WALL MOUNTED FIXTURES SIMILAR.
19. EXISTING STREET SIDEWALK.
20. NEW STREET SIDEWALK.
21. EXISTING MONUMENT SIGN BELOW OFFICER. PROTECT IN PLACE.
22. PAINTED TRAFFIC STRIPING AND BOLLARDS TO PROTECT AUTO STALLS FROM TRUCKS.
23. CONCRETE DRAG PAVED DRIVE LANE OR YARD.
24. DRAINSCRETE PAVED LANDSCAPE BUFFER SUITABLE FOR FIRE DEPARTMENT ACCESS.
25. LUNCH PATIO.

GENERAL NOTES

1. LANDSCAPED AREAS OF THE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM.
2. THE SITE CONTAINS NO EXISTING TREES TO BE REPLANTED OR REPLACED.
3. ALL SITE DRAINAGE IS TO BE DRAINED PER CIVIL DRAWINGS.
4. PROVIDE "ALL WEATHER" ACCESS ROAD CAPABLE OF SUPPORTING 75,000 FIRE APPARATUS VEHICLE PRIOR TO ANY COMBUSTIBLES ARRIVE ON SITE DURING CONSTRUCTION SITE.
5. THE SCOPE OF THIS PROJECT PROPOSES NO DAMAGE AT THIS TIME.
6. AT EXIT DRIVE LOCATIONS THERE STREET PROVIDES, DOWNSPOUTS SHALL BE INTERNAL TO THE BUILDING.

VICINITY MAP



RGA
Office of Architectural Design
[illegible]
Tustin, CA 92780
[illegible]
FAX [illegible]

CONSULTANT

PROFESSIONAL SEALS

BANDINI INDUSTRIAL CENTER

5553 BANDINI BOULEVARD
CITY OF BELL, CALIFORNIA

XEBEC REALTY PARTNERS

XEBEC REALTY PARTNERS
3010 OLD RANCH PARKWAY
SUITE 470
SEAL BEACH, CA 90740
562-546-0253
CONTACT: NEIL MISHURDA

MARK	DATE	DESCRIPTION
CD		
BID		
PC		
DD		
SD	04/07/2012	SCHEMATIC DESIGN

RGA PROJECT NO.	1420.00.00
OWNER PROJECT NO.	0000.00.00
CAD FILE NAME	1420.00.00 A1-1-P
DRAWN BY:	CF
CHECKED BY:	DR

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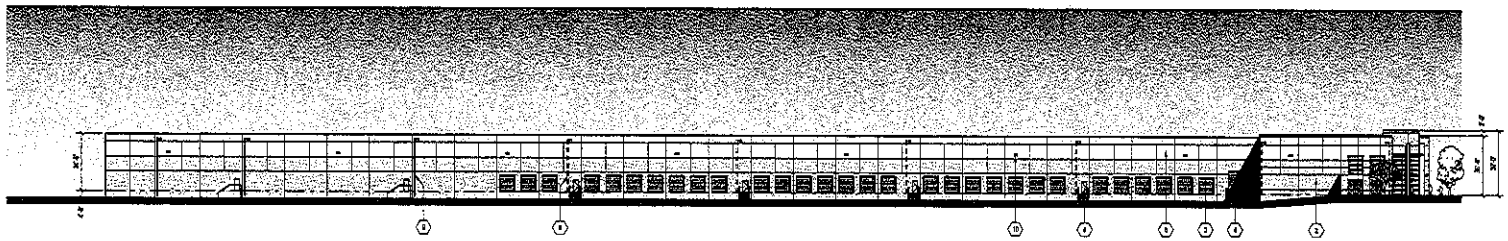
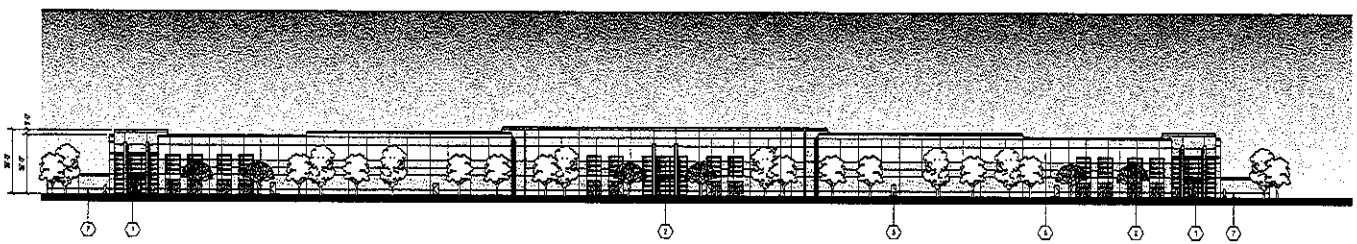
RGA, OFFICE OF ARCHITECTURAL DESIGN

SHEET TITLE
SITE PLAN

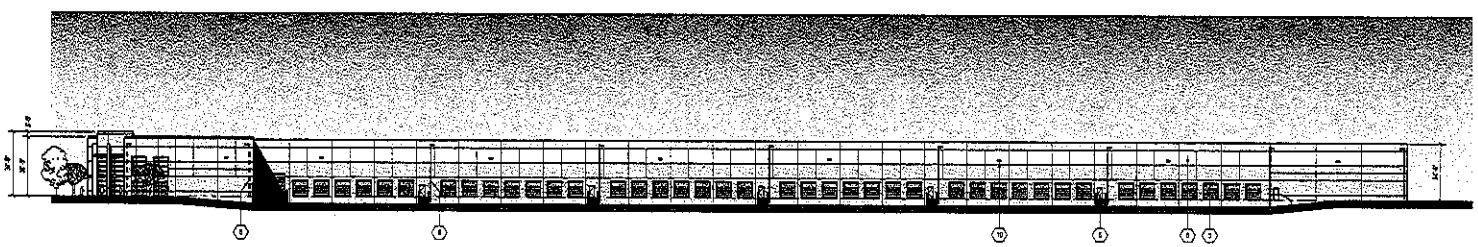
SHEET: A1-1-P



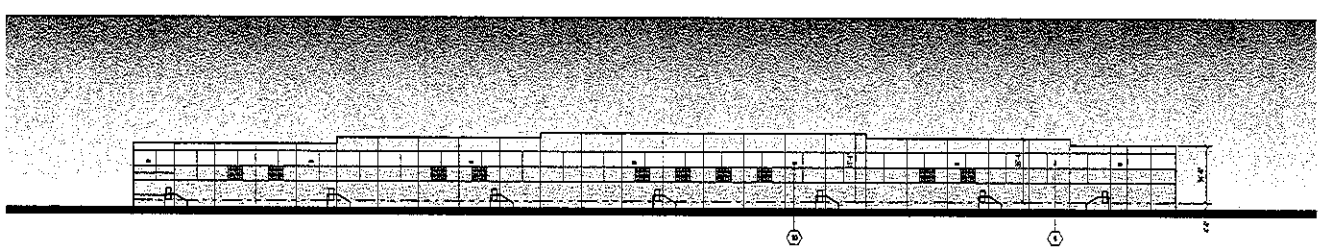
WEST ELEVATION
SCALE: 1" = 30'-0"



SOUTH ELEVATION
SCALE: 1" = 30'-0"



EAST ELEVATION
SCALE: 1" = 30'-0"



NORTH ELEVATION
SCALE: 1" = 30'-0"

KEYNOTES

1. PRIMARY ACCESSIBLE BUILDING ENTRY
2. ALUE GLAZING IN CLEAR ANODIZED ALUMINUM STOREFRONT.
3. PAINTED DOCK HIGH TRUCK LOADING DOOR.
4. PAINTED GRADE LEVEL TRUCK LOADING DOOR.
5. 3' X 7' PAINTED METAL MAN DOOR.
6. PAINTED CONCRETE TILT-UP BUILDING WALL PANEL WITH REVEAL SCORES.
7. PAINTED CONCRETE SCREEN WALL.
8. INTERIOR ROOF DRAIN PIPING WITH OVERFLOW SCUPPER.
9. EXTERIOR DOWNSPOUT AND OVERFLOW SCUPPER.
10. WALL MOUNTED LIGHT FIXTURE.

FINISH SCHEDULE

1. FIELD COLOR - KI SONG PERCELAIN A1779
2. ACCENT COLOR - KI BRAZIL RIST A1802
3. ACCENT COLOR - KI FOSSIL GREY A1826
4. ACCENT COLOR - KI BARLEY WOOD A1829
5. ACCENT COLOR - KI ROAD STOCCO A1886
6. SANDBLASTED CONCRETE
7. GLAZING - SEE KEYNOTE 5 - PPG SOLARCOOL PACIFICA REFLECTIVE FX

RGA
Office of Architectural Design

CONSULTANT

PROFESSIONAL SEALS

BANDINI INDUSTRIAL CENTER

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CITY OF BELL, CALIFORNIA

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SUITE 470
SEAL BEACH, CA 90740
562-546-0253
CONTACT: NER, MISHURDA

MARK	DATE	DESCRIPTION
CD		
MD		
PC		
DD		
SD	06/09/2012	SCHEMATIC DESIGN

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SHEET TITLE
BUILDING ELEVATIONS

SHEET: A3-1-P

52

Responses to Comments

for the

Bandini Industrial Center Project

SCH #: 2012031099

LEAD AGENCY:

City of Bell
6330 Pine Avenue
Bell, CA 90201
Contact: Nancy Fong, AICP
323.588.6211

PREPARED BY:

RBF Consulting
14725 Alton Parkway
Irvine, California 92618
Contacts: Mr. Glenn Lajoie, AICP
Mr. Alan Ashimine
949.472.3505

May 2012

JN 10-108458

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1. INTRODUCTION

The Bandini Industrial Center project proposes the development of a 490,000 square foot warehouse, manufacturing, and office building and associated parking on the 21.26-acre project site. The proposed building would be sited in the City of Bell with the easternmost portion of the project site, consisting primarily of parking, located within the City of Vernon. The building would be comprised of a 478,000 square foot shell building with a 6,000 square foot structural mezzanine consisting of interior office space and an additional 6,000 square feet of interior office space located on the ground level to support the principal use. Truck bays would be located along the eastern and western sides of the building. Parking for truck trailers would be provided along the eastern and western edges of the project site. Parking for employees would be provided along the southern edge of the project site adjacent to Bandini Boulevard.

Access to the project site is proposed via a full access driveway along the western edge of the site, from Pennington Way within the City of Vernon and via driveway on Bandini Boulevard. The access from Bandini Boulevard would provide a left-turn in/right-turn in and right-turn out movement. The existing raised landscaped center median along Bandini Boulevard would be modified to allow installation of an eastbound left-turn pocket to facilitate left-turn movements into the project site at the proposed new access driveway.

The proposed project is subject to the Los Angeles County Department of Public Works (LACDPW) requirement for the Standard Urban Stormwater Mitigation Plan (SUSMP) under the "Redevelopment" category. As detailed in the SUSMP, the proposed project would include a range of permanent Best Management Practices (BMPs) to control the off-site discharge of pollutants in accordance with NPDES requirements. An off-site connection to the existing storm drain in Bandini Boulevard would also occur as part of the proposed project. Architecture for the building would be of a modern style utilizing glass, metal, and integral features within the concrete walls. Landscaping would also be provided along the Bandini frontage.

In accordance with the *California Environmental Quality Act (CEQA) Guidelines*, an Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared for the proposed project.

The IS/MND was made available for public review and comment pursuant to *CEQA Guidelines* Section 15070. The public review commenced on March 30, 2012 and expired on April 30, 2012. The IS/MND and supporting attachments were available for review by the general public at the City of Bell Community Development Department, 6330 Pine Avenue, Bell, California, 90201.

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2. RESPONSES TO COMMENTS

During the public review period, comments were received on the IS/MND from certain interested public agencies. The following is a list of the agencies that submitted comments on the IS/MND during the public review period:

Comment Letter No.	Person, Firm, or Agency	Letter Dated
1	Dave Singleton Program Analyst Native American Heritage Commission	April 19, 2012
2	Alex Hamilton Assistant Director of Community Development City of Commerce	April 24, 2012
3	Ian MacMillan Program Supervisor, Intergovernmental Review South Coast Air Quality Management District	April 27, 2012
4	Dianna Watson IGR/CEQA Branch Chief California Department of Transportation, District 7	April 30, 2012
5	Kevin Wilson Director of Community Services & Water City of Vernon	May 2, 2012

Although the *CEQA Guidelines* do not require a Lead Agency to prepare written responses to comments received (see *CEQA Guidelines* Section 15088), the City has elected to prepare the following written responses with the intent of conducting a comprehensive and meaningful evaluation of the proposed project. The number designations in the responses are correlated to the bracketed and identified portions of each comment letter.

COMMENT LETTER 1

STATE OF CALIFORNIA Edmund G. Brown, Jr., Governor

NATIVE AMERICAN HERITAGE COMMISSION
915 CAPITOL MALL, ROOM 364
SACRAMENTO, CA 95814
(916) 653-6251
Fax (916) 657-5390
Web Site www.nahc.ca.gov
ds_nahc@pacbell.net

RECEIVED
CITY CLERK'S OFFICE
2012 APR 24 AM 9:42

April 19, 2012

Ms. Nancy Fong
City of Bell
6330 Pine Avenue
Bell, CA 90201

Re: SCH#2012031099; Notice of Completion; proposed Mitigated Negative Declaration) for the "**Bandini Industrial Center Project;**" located in the City of Bell; Los Angeles County, California.

Dear Ms. Fong:

The Native American Heritage Commission (NAHC), the State of California 'Trustee Agency' for the protection and preservation of Native American cultural resources pursuant to California Public Resources Code §21070 and affirmed by the Third Appellate Court in the case of EPIC v. Johnson (1985: 170 Cal App. 3rd 604).

1.1 This letter includes state and federal statutes relating to Native American historic properties of religious and cultural significance to American Indian tribes and interested Native American individuals as 'consulting parties' under both state and federal law. State law also addresses the freedom of Native American Religious Expression in Public Resources Code §5097.9.

1.2 The California Environmental Quality Act (CEQA – CA Public Resources Code 21000-21177, amendments effective 3/18/2010) requires that any project that causes a substantial adverse change in the significance of an historical resource, that includes archaeological resources, is a 'significant effect' requiring the preparation of an Environmental Impact Report (EIR) per the CEQA Guidelines defines a significant impact on the environment as 'a substantial, or potentially substantial, adverse change in any of physical conditions within an area affected by the proposed project, including ...objects of historic or aesthetic significance." In order to comply with this provision, the lead agency is required to assess whether the project will have an adverse impact on these resources within the 'area of potential effect (APE), and if so, to mitigate that effect. The NAHC Sacred Lands File (SLF) search resulted as follows: No Native American Cultural Resources were not identified within the 'area of potential effect (APE).

The NAHC "Sacred Sites,' as defined by the Native American Heritage Commission and the California Legislature in California Public Resources Code §§5097.94(a) and 5097.96. Items in the NAHC Sacred Lands Inventory are confidential and exempt from the Public Records Act pursuant to California Government Code §6254 (r).

1.3 Early consultation with Native American tribes in your area is the best way to avoid unanticipated discoveries of cultural resources or burial sites once a project is underway. Culturally affiliated tribes and individuals may have knowledge of the religious and cultural significance of the historic properties in the project area (e.g. APE). We strongly urge that you make contact with the list of Native American Contacts on the attached list of Native American

contacts, to see if your proposed project might impact Native American cultural resources and to obtain their recommendations concerning the proposed project. Pursuant to CA Public Resources Code § 5097.95, the NAHC requests cooperation from other public agencies in order that the Native American consulting parties be provided pertinent project information. Consultation with Native American communities is also a matter of environmental justice as defined by California Government Code §65040.12(e). Pursuant to CA Public Resources Code §5097.95, the NAHC requests that pertinent project information be provided consulting tribal parties. The NAHC recommends *avoidance* as defined by CEQA Guidelines §15370(a) to pursuing a project that would damage or destroy Native American cultural resources and Section 2183.2 that requires documentation, data recovery of cultural resources.

Furthermore, the NAHC if the proposed project is under the jurisdiction of the statutes and regulations of the National Environmental Policy Act (e.g. NEPA; 42 U.S.C. 4321-43351). Consultation with tribes and interested Native American consulting parties, on the NAHC list, should be conducted in compliance with the requirements of federal NEPA and Section 106 and 4(f) of federal NHPA (16 U.S.C. 470 *et seq*), 36 CFR Part 800.3 (f) (2) & .5, the President's Council on Environmental Quality (CSQ, 42 U.S.C 4371 *et seq.* and NAGPRA (25 U.S.C. 3001-3013) as appropriate. The 1992 *Secretary of the Interiors Standards for the Treatment of Historic Properties* were revised so that they could be applied to all historic resource types included in the National Register of Historic Places and including cultural landscapes. Also, federal Executive Orders Nos. 11593 (preservation of cultural environment), 13175 (coordination & consultation) and 13007 (Sacred Sites) are helpful, supportive guides for Section 106 consultation. The aforementioned Secretary of the Interior's *Standards* include recommendations for all 'lead agencies' to consider the historic context of proposed projects and to "research" the cultural landscape that might include the 'area of potential effect.' 1.3

Confidentiality of "historic properties of religious and cultural significance" should also be considered as protected by California Government Code §6254(r) and may also be protected under Section 304 of he NHPA or at the Secretary of the Interior discretion if not eligible for listing on the National Register of Historic Places. The Secretary may also be advised by the federal Indian Religious Freedom Act (cf. 42 U.S.C., 1996) in issuing a decision on whether or not to disclose items of religious and/or cultural significance identified in or near the APEs and possibility threatened by proposed project activity.

Furthermore, Public Resources Code Section 5097.98, California Government Code §27491 and Health & Safety Code Section 7050.5 provide for provisions for inadvertent discovery of human remains mandate the processes to be followed in the event of a discovery of human remains in a project location other than a 'dedicated cemetery'.

To be effective, consultation on specific projects must be the result of an ongoing relationship between Native American tribes and lead agencies, project proponents and their contractors, in the opinion of the NAHC. Regarding tribal consultation, a relationship built around regular meetings and informal involvement with local tribes will lead to more qualitative consultation tribal input on specific projects.

Finally, when Native American cultural sites and/or Native American burial sites are prevalent within the project site, the NAHC recommends 'avoidance' of the site as referenced by CEQA Guidelines Section 15370(a).

If you have any questions about this response to your request, please do not hesitate to contact me at (916) 653-6251.

Sincerely,

Dave Singletph
Program Analyst

Cc: State Clearinghouse

Attachment: Native American Contact List

1.3

Native American Contacts
Los Angeles County
April 19, 2012

LA City/County Native American Indian Comm
Ron Andrade, Director
3175 West 6th St, Rm. 403
Los Angeles , CA 90020
randrade@css.lacounty.gov
(213) 351-5324
(213) 386-3995 FAX

Gabrielino Tongva Nation
Sam Dunlap, Chairperson
P.O. Box 86908 Gabrielino Tongva
Los Angeles , CA 90086
samdunlap@earthlink.net

(909) 262-9351 - cell

Ti'At Society/Inter-Tribal Council of Pimu
Cindi M. Alvitre, Chairwoman-Manisar
3094 Mace Avenue, Apt. B Gabrielino
Costa Mesa, , CA 92626
calvitre@yahoo.com
(714) 504-2468 Cell

Gabrielino Tongva Indians of California Tribal Council
Robert F. Dorame, Tribal Chair/Cultural Resources
P.O. Box 490 Gabrielino Tongva
Bellflower , CA 90707
gtongva@verizon.net
562-761-6417 - voice
562-761-6417- fax

Tongva Ancestral Territorial Tribal Nation
John Tommy Rosas, Tribal Admin.
Private Address Gabrielino Tongva
,
tattnlaw@gmail.com
310-570-6567

Gabrielino-Tongva Tribe
Bernie Acuna
1875 Century Pk East #1500 Gabrielino
Los Angeles , CA 90067
(619) 294-6660-work
(310) 428-5690 - cell
(310) 587-0170 - FAX
bacuna1@gabrielinotribe.org

1.3

Gabrieleno/Tongva San Gabriel Band of Mission
Anthony Morales, Chairperson
PO Box 693 Gabrielino Tongva
San Gabriel , CA 91778
GTTribalcouncil@aol.com
(626) 286-1632
(626) 286-1758 - Home
(626) 286-1262 -FAX

Gabrielino-Tongva Tribe
Linda Candelaria, Chairwoman
1875 Century Pk East #1500 Gabrielino
Los Angeles , CA 90067
lcandelaria1@gabrielinoTribe.org
626-676-1184- cell
(310) 587-0170 - FAX
760-904-6533-home

This list is current only as of the date of this document.

Distribution of this list does not relieve any person of the statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

This list is applicable for contacting local Native Americans with regard to cultural resources for the proposed SCH#2012021100; CEQA Notice of Completion; proposed Mitigated Negative Declaration for the Recycled Water Distribution System Expansion Project; located in the communities of Laguna Woods and Laguna Hills; Orange County, California.

Native American Contacts
Los Angeles County
April 19, 2012

Gabrieleno Band of Mission Indians
Andrew Salas, Chairperson
P.O. Box 393 Gabrielino
Covina , CA 91723
(626) 926-4131
gabrielenoindians@yahoo.com

1.3

This list is current only as of the date of this document.

Distribution of this list does not relieve any person of the statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

This list is applicable for contacting local Native Americans with regard to cultural resources for the proposed SCH#2012021100; CEQA Notice of Completion; proposed Mitigated Negative Declaration for the Recycled Water Distribution System Expansion Project; located in the communities of Laguna Woods and Laguna Hills; Orange County, California.

Response No. 1

Dave Singleton
Program Analyst
Native American Heritage Commission
April 19, 2012

1.1 This comment provides an overview of the Native American Heritage Commission's (NAHC) responsibilities and state and federal statutes related to the protection of Native American resources. No response is required.

1.2 This comment provides an overview of CEQA requirements in regards to archaeological resources. In addition, the Sacred Lands File Check performed by the NAHC was competed with negative results. No response is required.

1.3 The proposed project site is located within a fully urbanized area and has been previously disturbed by industrial development. The entirety of the site has been impacted by structural improvements, pavement, or ornamental landscaping. Moreover, the Sacred Lands File Check performed by the NAHC produced negative results. As such, impacts related to archaeological resources are not expected to occur. However, as stated within Section 4.5, Cultural Resources, of the IS/MND, Mitigation Measures CUL-1 and CUL-3 would be implemented in the event buried cultural resources or human remains are discovered during grading activities. As such, a less than significant impact would occur in this regard.

COMMENT LETTER 2

City of Commerce

Community Development Department

RECEIVED
BELL CITY CLERK'S OFFICE
2012 APR 26 PM 3:47

April 24, 2012

Ms. Nancy Fong, AICP
Interim Community Development Director
City of Bell
Community Development Department
6330 Pine Avenue
Bell, CA 90201

Re: NOI/MND for Bandini Industrial Center Project

Dear Ms. Fong:

Thank you for the opportunity afforded the City of Commerce to review the CEQA document for the above mentioned project. After reviewing the CEQA document, the City of Commerce has no comments or concerns relating to the proposed project. 2.1

Please contact me at (323) 722-4805 ext. 2330 if you have any questions. Good luck with the project.

Sincerely,

Alex Hamilton
Assistant Director of Community Development

2535 Commerce Way • Commerce, California 90040 • (323) 722-4805 • FAX (323) 726-6231 • www.ci.commerce.ca.us

Response No. 2

Alex Hamilton
Assistant Director of Community Development
City of Commerce
April 24, 2012

2.1 This comment states that the City of Commerce has no comments or concerns related to the proposed project and provides contact information for the Commenter. No response is required.

66

COMMENT LETTER 3

South Coast
Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4182
(909) 396-2000 • www.aqmd.gov

E-MAILED: APRIL 27, 2012

April 27, 2012

Ms. Nancy Fong, AICP, nfong@cityofbell.org
Interim Community Development Director
Community Development Department
City of Bell
6330 Pine Avenue
Bell, CA 90201

Draft Mitigated Negative Declaration (Draft MND)
for the Proposed Bandini Industrial Center

The South Coast Air Quality Management District (AQMD) staff appreciates the opportunity to comment on the above-mentioned document. The following comments are meant as guidance for the Lead Agency and should be incorporated into the Final CEQA document. The AQMD staff also appreciates the opportunity to speak with lead agency staff and consultants concerning the Draft CEQA document. In the project description, the lead agency proposes the demolition of an existing 85,500 square foot building and the construction of a 536,400 square-foot warehouse, manufacturing and office building with associated parking on a 21.26 acre site. Construction is scheduled to begin in mid-2012 and completed by early 2013. **3.1**

Based on its review of the air quality analysis, the AQMD staff has concerns that a non-default vehicle trip rate and vehicle fleet mix percentage were used to estimate project operational mobile source emissions without substantial evidence supporting its use such as project specific information or conditions. The AQMD staff has additional concerns about the truck trip lengths used to estimate emissions from trucks serving the proposed facility. Based on these concerns, the project emissions from trucks engaged in goods-movement activities could be significantly underestimated. Therefore, further justification of the air quality analysis parameters and/or adjustment of the air quality analysis is recommended along with additional mitigation measures to reduce these impacts. Additional comments are included in the attachment. **3.2**

Please provide the AQMD staff with written responses to all comments contained herein prior to the adoption of the Final MND. The AQMD staff is available to work with the Lead Agency to address these issues and any other questions that may arise. Please contact Gordon Mize, Air Quality Specialist – CEQA Section, at (909) 396-3302, if you have any questions regarding these comments. 3.2

Sincerely,

Ian MacMillan
Program Supervisor, Inter-Governmental Review
Planning, Rule Development & Area Sources

IM:GM
Attachment

LAC120330-03
Control Number

Air Quality Analysis - Operations

1. In the air quality analysis, the lead agency estimated project air quality impacts using the California Emissions Estimator Model (CalEEMod) land use software. In the land use operational inputs to the model, the lead agency assumed an overall trip rate of 3.56 trips per 1,000 square feet of building area for the land use warehousing (Land Use Code 150). Based on the project description of the proposed building and review of Appendix E (Technical Source Documentation) in the CalEEMod User's Guide, the trip rate for this land use appears to more closely represents a high-cube warehouse (Land Use Code 152). Based on the CalEEMod User's Guide (Appendix E), the default, overall trip rate would then be 2.59 trips per 1,000 square feet. By using the 2.59 default trip rate the overall number of trips would be reduced. However, the recommended percentage of trucks shown in the Appendix E (40 percent) is higher than what is assumed in the Draft MND (20 percent, with no more than five percent tractor trailers). This results in a potentially significant underestimation of trucks that could use this facility on a peak day. For example, the Draft MND assumes 382 truck trips per day while the default CalEEMod parameters yield 556 trucks per day. As diesel trucks have significantly higher emissions of NOx and PM compared to light duty vehicles, this difference in truck counts could result in a significant underestimation of air quality impacts. **3.3**

   The AQMD staff therefore recommends that the operations modeling analysis be revised in the Final MND to reflect the CalEEMod User's Guide default trip rate and the recommended warehouse vehicle fleet mixture. If the trip rate used in the Draft MND's air quality analysis remains unchanged in the Final MND, then the lead agency should either provide additional project-specific information justifying the lower rate, or a condition that limits the number of trucks to what was analyzed in the Draft MND.

2. In the CalEEMod input files provided to AQMD staff by the lead agency, a one-way default trip length of 7.3 miles was used to estimate operational air quality impacts for trucks moving goods for the proposed facility. Since trucks operating from the proposed project may handle goods coming directly from the port areas as well as potentially serving out of state destinations, the trip lengths could be measured as far as the Basin's boundaries as well as from the closer port areas. In a phone conversation with the project consultants, the 7.3 mile trip length was justified because it is the average commercial-commercial length for all vehicle types in the South Coast Air Basin (SCAB). However, because of this specialized goods-movement land use, the truck specific trip length from the 2012 Regional Transportation Plan (RTP) is more appropriate (18.6 miles for Los Angeles County). If the lead agency is uncertain of the types of tenants or the trip lengths, the lead agency could limit activities, as a condition of a tenant's occupancy, to levels described in the analysis. Otherwise, long-term project air quality impacts for operations will be substantially underestimated. **3.4**

Operational Mitigation Measures

3. In the event the lead agency determines that air quality impacts from project operations will exceed recommended regional thresholds, the AQMD staff recommends that the lead agency consider the following additional mitigation measures. Other lead agencies that have used these measures include the City of Banning[1], Riverside County[2], City of San Bernardino[3], and the San Pedro Bay Ports[4], among others.

- At project start, all heavy duty trucks entering the property must meet or exceed EPA 2007 engine emission standards.
- Beginning in 2015, all heavy duty trucks entering the property must meet or exceed 2010 engine emission standards.
- If the above clean truck requirements are infeasible, a phase-in schedule should be put forth that will feasibly achieve emission reductions as soon as possible. Should an alternative schedule be found necessary, the AQMD staff should be consulted to identify a different schedule.
- The facility operator will maintain a log of all trucks entering the facility to ensure that on average, the daily truck fleet meets that emission standards listed in the Draft MND. This log should be available for inspection by city staff at any time.
- The facility operator will ensure that site enforcement staff in charge of keeping the daily log and monitoring for excess idling will be trained/certified in diesel health effects and technologies [for example, by requiring attendance at CARB approved courses (such as the free, one-day Course #512)].
- Limit the daily number of trucks allowed at each facility to levels analyzed in the Final MND.
- Require at least a portion of the fleet to utilize alternative fueled technologies.
- Prohibit all vehicles from idling in excess of five minutes, both on- and off-site.
- At a minimum, require tenants upon occupancy that do not already operate 2007 and newer trucks to apply in good faith for funding to replace/retrofit their trucks, such as Carl Moyer, VIP, Prop 1B, or other similar funds. Should funds be awarded, the tenant should also be required to accept and use them.
- Require facility operator to become SmartWay Partner upon start of operations.
- Require facility operator to incorporate incentives and requirements such that the maximum feasible number of truck trips (e.g., 90%) will be carried by SmartWay 1.0 or greater carriers within the shortest timeframe possible (e.g., three years).

3.5

[1] Banning Business Park http://banning.ca.us/archives/30/July%2013,%202010%20City%20Council%20Agenda.pdf
[2] Mira Loma Commerce Center http://www.rctlma.org/online/content/conditions_of_approval.aspx?PERMITNO=pp17788
[3] Palm/Industrial Distribution Center http://www.ci.san-bernardino.ca.us/civica/filebank/blobdload.asp?BlobID=11793
[4] Clean Trucks Program http://www.cleanairactionplan.org/cleantrucks/

Response No. 3

Ian MacMillan
Program Director, Intergovernmental Review
South Coast Air Quality Management District
April 27, 2012

3.1 This introductory paragraph provides a summary of the project description. No further response is required.

3.2 These comments summarize the attached comments on the IS/MND's air quality analysis. Refer to Responses 3.3 through 3.5.

3.3 This comment expresses concern over the trip rate used in the California Emissions Estimator Model (CalEEMod) model for the IS/MND air quality analysis. The trip rate used (3.56 trips/1,000 square feet) was extrapolated from the *Bandini Industrial Project Traffic Impact Analysis* (*Traffic Impact Analysis*), dated March 28, 2012, prepared by RBF Consulting, to obtain the project's non-passenger car equivalent (PCE) adjusted trip rate. The comment suggests the use of 2.59 trips/1,000 square feet trip rate which is found in Appendix E of the CalEEMod User's Guide. However, this trip rate is suggested by Appendix E to be used for large warehouse/distribution center projects, when the comment indicates that the proposed project should be considered a high-cube warehouse project. Appendix E of the CalEEMod User's Guide as well as the *Institute of Transportation Engineers (ITE) Trip Generation Manual, 8th Edition*, dated 2008, indicate a trip rate of 1.44 trips/1,000 square feet for a high-cube warehouse.

The comment also notes that the IS/MND air quality analysis did not account for enough truck trips. However, the air quality analysis assumed 20 percent of the total trips would consist of truck trips in order to be consistent with the *Traffic Impact Analysis*. The IS/MND assumed a total of 1,910 non-PCE adjusted trips and 20 percent trucks, which equates to 382 truck trips. Using the high-cube ITE trip rate and the suggested 40 percent trucks, the project would result in 773 total trips and 310 truck trips. Therefore, the IS/MND air quality analysis utilized a more conservative amount of truck trips than the methodology suggested in this comment.

The following table presents the emissions from a model run in CalEEMod using the suggestions noted in the comment letter. These emissions include the use of the high-cube trip rate, 40 percent trucks, and an 18.6-mile truck trip length (refer to the truck trip length discussion under Response 3.4). As depicted in the table below, emissions would remain below the South Coast Air Quality Management District (SCAQMD) regional significance thresholds, and no new mitigation would be required.

Emissions Source	Pollutant (pounds/day)					
	ROG	NO_x	CO	SO_x	PM_{10}	$PM_{2.5}$
Unmitigated Area Source Emissions	17.68	0.00	0.00	0.00	0.00	0.00
Unmitigated Energy Emissions	0.01	0.13	0.11	0.00	0.01	0.01
Unmitigated Mobile Emissions	8.37	53.43	62.58	0.12	13.20	1.71
Total Unmitigated Emissions	**26.06**	**53.56**	**62.69**	**0.12**	**13.21**	**1.72**
SCAQMD Threshold	*55*	*55*	*550*	*150*	*150*	*55*
Is Threshold Exceeded? (Significant Impact?)	***No***	***No***	***No***	***No***	***No***	***No***
Note: CalEEMod output files are provided as Attachment A, *Air Quality Data*.						

3.4 This comment refers to the incorrect use of the CalEEMod model's default trip length for trucks (7.3 miles). The comment notes that due to the project type, trucks associated with the project may handle goods coming from the port areas and other destinations further than 7.3 miles. However, the end user of the proposed project analyzed in the IS/MND is unknown at this time, and it would be speculative to assume the destination of the trucks associated with the unknown end user. Therefore, the default trip length was not

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altered in the CalEEMod model and air quality analysis within the IS/MND. Section 3.3, *Altering Default Data*, on Page 8 of the CalEEMod User's Guide further supports the use of defaults, specifically stating "Site-specific information that is supported with substantial evidence required by CEQA, is preferred when it is available. However, it is often the case that site-specific information is not available. CalEEMod was designed to assume reasonable default assumptions supported by substantial evidence to the degree available at the time of programming." Mr. Michael Krause of the SCAQMD also stressed the use of CalEEMod defaults when project-specific information is unknown at the December 13, 2011 CalEEMod training at the SCAQMD headquarters. Thus, as the end user of the proposed project is unknown at this time, site-specific information was not available to accurately alter the default trip lengths for trucks.

The comment suggests the use of an 18.6-mile trip length for trucks (commercial-nonwork trip type), which was taken from the Southern California Association of Government's *2012 Regional Transportation Plan*. It is noted that the *2012 Regional Transportation Plan* was adopted on April 4, 2012 (during public review of the IS/MND), which was subsequent to the preparation of the IS/MND air quality analysis. However, to demonstrate the effect that changing the trip length would have on the air quality analysis, the calculations noted in Response 3.3 have also included an 18.6-mile trip length for trucks. As noted in Response 3.3, even when using the conservative trip length of 18.6 miles, emissions would remain below the SCAQMD regional significance thresholds, and no new mitigation would be required.

3.5 This comment suggests mitigation measures to be included in the IS/MND should the Lead Agency determine that emissions exceed the regional SCAQMD thresholds. As noted in Response 3.3, the project's operational emissions would remain below established thresholds even with the alteration of CalEEMod inputs per this comment letter. Therefore, the suggested mitigation measures are not required.

COMMENT LETTER 4

DEPARTMENT OF TRANSPORTATION
DISTRICT 7, REGIONAL PLANNING AND PUBLIC
TRANSPORTATION - IGR/CEQA BRANCH
100 MAIN STREET, MS # 16
LOS ANGELES, CA 90012-3606
PHONE: (213) 897-9140
FAX: (213) 897-1337

Flex your power!
Be energy efficient!

April 30, 2012

Ms. Nancy Fong
City of Bell
Community Planning
6330 Pine Avenue
Bell, CA 90201

Re: **Bandini Industrial Center**
Mitigated Negative Declaration
Vic. LA-710 / PM 21.80-22.00
SCH # 2012031099, IGR No. 120403

Dear Ms. Fong:

Thank you for including the California Department of Transportation (Caltrans) in the environmental review process for the proposed Bandini Industrial Center project. We appreciate you meeting with us on April 10, 2012. The proposed project involves replacement of a United States Post Office distribution facility with a 536, 400 square foot warehouse, manufacturing, and office building with associated parking. The project site is located east of Interstate 710 (I-710) just south of the Atlantic Boulevard and Bandini Boulevard Interchange. **4.1**

We have reviewed the traffic study prepared and have the following comments:

The proposed development is forecast to generate approximately 149 PCE-adjusted peak hour trips during the AM and approximately 179 during the PM. With the added traffic from the project development, the intersection of Atlantic Boulevard and Bandini Boulevard is projected to exceed acceptable standards of operation in the existing plus project and during 2013 plus project scenarios. **4.2**

The Atlantic Boulevard and Bandini Boulevard intersection is critical for operations of the entire I-710 and Atlantic/Bandini interchange. Poor operations at the intersection may impact off-ramp operations and in-turn freeway mainline operations. To determine potential impacts to freeway facilities, additional analysis of the following locations is requested:

a. I-710 Northbound Off-ramp to Eastbound Atlantic Blvd (Diverge Junction and Queuing)
b. I-710 Northbound On-ramp from Eastbound Atlantic Blvd (Merge Junction and Queuing) **4.3**
c. I-710 Southbound Off-ramp to Bandini Blvd (Diverge Junction and Queuing)
d. I-710 Southbound On-ramp from Westbound Atlantic Blvd (Merge Junction and Queuing based on current ramp meter discharge rate)

Since the proposed development would involve a heavy-duty truck operation, it is likely that it would attract trucks from the Ports of Long Beach and Los Angeles. Therefore, we surmise that potential impacts to I-710 northbound off-ramp to Atlantic Boulevard should be evaluated. The trip distribution to and from the development may need to be revised.

We acknowledge, the traffic study prepared recommends for the project to participate in a regional solution to this intersection. However, we request the proposed development contribute to more near term improvements and not to those planned as part of the I-710 Corridor Project. Possible mitigation measures may include installation of Intelligent Transportation Systems (ITS) such as of queue loops at off ramps and Adaptive Traffic Control System (ATCS) at intersections. Other mitigation measures could include Transportation Demand Management (TDM) measures such as a designated truck route, modified schedule to avoid peak hours, etc. **4.4**

We remind that any improvements on or affecting State right-of-way would require an encroachment permit Caltrans; thus, early coordination is requested. **4.5**

Please schedule construction related truck trips expected to utilize I-710 off-peak commuting periods as much as possible. Additionally, the transportation of heavy construction equipment, materials, or other special equipment, which requires the use of oversized-transport vehicles on State highways, would require a Caltrans transportation permit. **4.6**

If you have any questions regarding our comments, you may contact Elmer Alvarez, project coordinator at (213) 897 – 6696 or electronically at Elmer_Alvarez@dot.ca.gov. Please refer to our internal record number 120403/EA. **4.7**

Sincerely,

DIANNA WATSON
IGR/CEQA Branch Chief

Response No. 4

Dianna Watson
IGR/CEQA Branch Chief
California Department of Transportation, District 7
April 30, 2012

4.1 This introductory paragraph provides a summary of the project description. No response is required.

4.2 This comment provides a summary of the project's trip generation and resultant impact to the Atlantic Boulevard/Bandini Boulevard intersection as described within the IS/MND. No response is required.

4.3 Refer to Response 4.4, below. As part of revised Mitigation Measure TR-2, the project applicant would be responsible for conducting additional traffic analysis related to Interstate 710 (I-710) as requested by the Commenter. The additional analysis will include merge/diverge and queuing analyses; however, it is expected that the precise scope and methodology of the analysis will be subject to further consultation between the City of Bell and Caltrans.

4.4 As a result of consultation with Caltrans staff regarding project impacts to State-controlled intersections, Mitigation Measure TR-2 has been updated to provide near-term improvements in advance of implementation of the I-710 Corridor Project. These improvements involve the I-710 southbound off-ramp at Bandini Boulevard and the Atlantic Boulevard/Bandini Boulevard intersection. The updated Mitigation Measure TR-2 is shown below and is also included in Section 3, *Errata*. Based upon discussions with Caltrans staff, the implementation of Mitigation Measure TR-2 is expected to reduce project impacts to a less than significant level. Additional mitigation measures related to Transportation Demand Management (TDM) would not be required under CEQA and Mitigation Measure TR-2 represents the most effective and enforceable near-term mitigation available to reduce project impacts.

Page 4.16-14 of the Draft IS/MND will be modified in the Final IS/MND as follows:

TR-2 ~~Prior to issuance of a Building Permit, the project applicant shall participate in a regional solution for improvements to the Atlantic Boulevard/Bandini Boulevard intersection, in consultation with the Los Angeles County Metropolitan Transportation Authority and/or California Department of Transportation.~~ The project applicant shall be responsible for implementation of the following measures to minimize impacts to State Highway facilities:

1. Prior to issuance of a Certificate of Occupancy by the City of Bell, the project applicant shall provide to the City of Bell a letter from Caltrans indicating that improvements to the I-710 southbound off-ramp at Bandini Boulevard have been completed; or, at a minimum, that the design has been approved, an agreement executed requiring construction of the improvements, and sufficient bonds have been posted guaranteeing fulfillment of the agreement. The project applicant shall be fully responsible for construction of the improvements, which shall generally consist of the conversion of the existing right-turn lane at the off-ramp to a free right-turn lane to allow for increased efficiency of ramp operations. The improvements shall include widening, traffic signal modifications, utility relocation, and other ancillary improvements as necessary. However, the project applicant may be relieved of this mitigation requirement if Caltrans issues a letter stating that queuing and merge/diverge analysis have demonstrated the project will not significantly impact the ramp or mainline operation. The queuing and merge/diverge analysis shall be the responsibility of the project applicant, and the scope and methodology of the analysis shall be subject to further consultation between the City of Bell and Caltrans.

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2. Prior to issuance of a Certificate of Occupancy by the City of Bell, the project applicant shall provide to the City of Bell a letter from Caltrans or other evidence to the City's satisfaction that a fair-share payment has been made to Caltrans for the installation of an Adaptive Traffic Control system at the Atlantic Boulevard/Bandini Boulevard intersection. The Adaptive Traffic Control system may consist of improvements such as signal controller modification, loop detection, and/or video detection to improve the efficiency of operations at the intersection. The method of calculating the amount of the fair-share payment shall be subject to review and approval of the City of Bell.

4.5 The project applicant would be responsible for acquiring an encroachment permit from Caltrans for any improvements affecting Caltrans right-of-way. The requirement for this permit has been added to the list of project permits and approvals within the IS/MND, as shown below and within Section 3.0, *Errata*.

Page 2-4 of the Draft IS/MND will be modified in the Final IS/MND as follows:

2.6 PERMITS AND APPROVALS

As stated previously, the majority of the project site is located within the City of Bell, while a small portion of the site is situated within the City of Vernon. Through a Memorandum of Understanding, CEQA clearance and site planning for the project will be administered by the City of Bell. The City of Vernon would issue a Parking Lot Improvement Permit (Building Permit) for the portion of the project site within Vernon. To implement the project, the project applicant would need to obtain various permits and approvals, including, but not limited to:

- Memorandum of Understanding between the Cities of Bell and Vernon
- California Environmental Quality Act Clearance (City of Bell)
- Tentative Parcel Map (Cities of Bell and Vernon)
- Site Plan Review (City of Bell)
- Architectural Review (City of Bell)
- Conditional Use Permit (City of Bell)
- Encroachment Permit (Cities of Bell and Vernon and the California Department of Transportation)
- Parking Lot Improvement Permit (Building Permit) – City of Vernon

4.6 As stated in Response 4.4, based upon discussions with Caltrans staff, the implementation of Mitigation Measure TR-2 is expected to reduce project impacts to a less than significant level. Additional mitigation measures related to the utilization of off-peak commuting periods would not be required under CEQA and Mitigation Measure TR-2 represents the most effective and enforceable near-term mitigation available to reduce project impacts. In addition, the project would comply with existing Caltrans requirements for the transport of oversized equipment.

4.7 This paragraph provides contact information for the Commenter. No response is required.

COMMENT LETTER 5

COMMUNITY SERVICES & WATER DEPARTMENT
Samuel Kevin Wilson, Director of Community Services & Water
4305 Santa Fe Avenue, Vernon, California 90058
Telephone (323) 583-8811 Fax (323) 826-1435
May 2, 2012

B-23

Nancy Fong, AICP
Interim Community Development Director
6330 Pine Avenue
Bell CA 90201

Re: Proposed Bandini Industrial Project

Dear Ms. Fong:

The City of Vernon hereby authorizes the City of Bell to act as the lead agency on the 5553 Bandini Blvd. Development project (Bandini XC). As you are aware this project splits the boundaries of the City of Vernon and the City of Bell with the vast majority of the site being in the City of Bell. The City of Vernon will be a responsible agency on the project. **5.1**

The City of Vernon continues to have concerns that although the building on the site will be fully developed within the City of Bell boundaries, and therefore the majority of the tax revenues generated from the project will be for the benefit of Bell, the majority of the traffic impacts from the projects will be borne by the City of Vernon. One of the main site access points is on Pennington Way, a public street in the City of Vernon. Much of the traffic will enter and exit the site without ever traveling on a City of Bell roadway. Therefore, the City of Vernon believes that there should be a cost sharing approach to the development which could be accomplished with the City of Vernon serving the site with electrical services. **5.2**

The City of Vernon is scheduled to approve Tentative Parcel Map No. 71920 subdividing the site at its May 15, 2012 City Council meeting. Below are the City of Vernon conditions of approval for the Parcel Map. These conditions must be completed prior to the City of Vernon approving the Final Map for the site. **5.3**

a. Bandini XC shall widen the existing 3-foot sidewalk along the west boundary of Parcel 1 (Pennington Way Frontage). New sidewalk shall be constructed per City of Vernon's Standard Plan PV582. The new sidewalk shall be 9.79-feet wide from curb face to back-of-sidewalk and shall commence at the southerly line of Assessor's Parcel Number 6332-002-814 and continue south to the beginning of curb return for the northeast corner of Bandini Boulevard and Pennington Way.

b. Bandini XC shall landscape the City of Vernon's excess right-of-way along Pennington Way from back of new 9.79-foot wide sidewalk to the westerly property line of the subject property, in a manner approved by the City and in compliance with the City of Vernon's water conservation ordinance. Bandini XC shall enter into an agreement with the City of Vernon to maintain the landscape area.

c. Bandini XC shall protect the southerly curb of Bandini Boulevard in place and replace the existing 7.5-feet dirt parkway with new sidewalk from back of curb to the south boundary line of Parcel 1 (Bandini Boulevard Frontage). New sidewalk shall be constructed per City of Vernon's Standard Plan PV582. Sidewalk shall commence at the end-of-curb return of the northeast corner of Bandini Boulevard and Pennington Way and terminate east at the City of Vernon's boundary line.

d. The currently closed left turn pocket at the east approach of Bandini Boulevard and Pennington Way shall be permanently removed by Bandini XC by widening the existing 3.5-foot wide median island to a 14-foot wide median island.

e. The existing left turn pocket at the west approach of Bandini Boulevard and Pennington Way shall be extended by Bandini XC to a 225-foot capacity. This will require that a portion of the existing median island be reconstructed to accommodate the larger capacity left turn pocket.

f. Bandini XC shall have fire hydrants placed every 300-foot along the eastside of Pennington Way and the north side of Bandini Boulevard frontage in the City of Vernon.

g. Bandini XC shall re-stripe Bandini Boulevard's existing channelization lines in the westerly direction, from east City boundary line to the east approach of the Bandini Boulevard and Pennington Way intersection. **5.3**

h. Bandini XC shall replace the existing dirt culvert leading to the northwest corner of Parcel 1 from the pump station outlet east of Atlantic Boulevard with a reinforced concrete pipe. Bandini XC shall perform a hydraulic and hydrology study to determine the size of the pipe.

i. The building and parking area shall be maintained substantially in compliance with the site plan submitted, as part of this Tentative Parcel Map, unless otherwise approved by the Director of Community Services and Water of the City of Vernon.

j. Bandini XC shall relandscape the Bandini Boulevard median from the City of Vernon's easterly boundary line to Pennington Way. The design of the landscape, including plantings, hardscapes, irrigation systems and backflow devices, shall be approved by the City of Vernon.

k. The Pennington Way access driveway to the subject site shall be widened to City of Vernon standards with the width at the back of the sidewalk being a minimum of 70 feet in order to ensure proper truck ingress and egress movements into and out of the site. All interfering structures, including but not limited to signs, power poles, lights poles and catch basins shall be relocated to City of Vernon standards at Bandini XC's expense.

l. Bandini XC is required to provide an electrical easement to the City of Vernon for all future Vernon light and power electrical lines and facilities serving power to any buildings located on the Project site.

In addition, the City of Vernon requests that certain conditions be placed on the City of Bell's Conditional Use Permit for the project to mitigate potential impacts to the City of Vernon's residents and businesses from the project.

1. Gates at the Pennington Way driveway access shall remain open during business hours or whenever vehicles access the site.

2. No raised median or guard facilities shall be located at the Pennington Way driveway access, except upon written approval by the City of Vernon.

3. The Officer Richard Henry Pennington monument at the northwest corner of Bandini Blvd. and Pennington Way shall be protected in place during grading and construction operations. Any damage will be repaired to the satisfaction of the Director of Community Services and Water of the City of Vernon prior to the issuance of a Certificate of Occupancy. Any landscape treatments and permanent construction in the vicinity of the monument shall be designed to enhance the monument as approved by the City of Vernon. **5.4**

4. The City of Vernon shall approve the SUMSMP plan for that portion of the project that is within the City of Vernon prior to the issuance of grading permits. The fire access roadway plan shall be submitted to the City of Vernon Fire Department for review and approval.

5. On street parking or staging of vehicles shall not be permitted to occur as part of the operation of the facility. If the actual parking or loading need for the facility exceeds the parking provided, the property owner shall either restripe its parking lot to meet the actual need in accordance with City's standards or provide additional parking offsite within a reasonable walking distance. The design, construction and location of the parking and loading areas are subject to the City's approval.

In addition, the City of Vernon understands that Caltrans has proposed mitigation language be added to the Conditional Use Permit in order to mitigate traffic impacts at the I-710/Atlantic/Bandini interchange. This mitigation language is attached herewith. Since the proposed mitigation will require an alteration to Bandini Blvd. and the traffic signals maintained by the City of Vernon, the City will require that it also approve the design and construction of any proposed improvements prior to construction. The City of Vernon believes that a duel left hand turn pocket on westbound Bandini Blvd. at the Atlantic Blvd. intersection would also mitigate traffic impacts from the project and should be studied as an alternative to the Caltrans proposal. **5.5**

The City of Vernon appreciates the opportunity to provide comments on the project. Additional comments may be required if the development plan were to change. If you have any questions please feel free to contact me. **5.6**

Sincerely,

Samuel Kevin Wilson, P.E.
Director of Community Services & Water

SKW
CC: City Administrator
Xebec

BANDINI INDUSTRIAL CENTER
DRAFT MITIGATION LANGUAGE FOR IMPACTS TO STATE FACILITIES

1. Prior to issuance of a Certificate of Occupancy by the City of Bell, the project applicant shall provide to the City of Bell a letter from Caltrans indicating that improvements to the I-710 southbound off-ramp at Bandini Boulevard have been completed; or, at a minimum, that the design has been approved, an agreement executed requiring construction of the improvements, and sufficient bonds have been posted guaranteeing fulfillment of the agreement. The project applicant shall be fully responsible for construction of the improvements, which shall generally consist of the conversion of the existing right-turn lane at the off-ramp to a free right-turn lane to allow for increased efficiency of ramp operations. The improvements shall include widening, traffic signal modifications, utility relocation, and other ancillary improvements as necessary. However, the project applicant may be relieved of this mitigation requirement if Caltrans issues a letter stating that queuing and merge/diverge analyses have demonstrated the project will not significantly impact the ramp or mainline operation.

2. Prior to issuance of a Certificate of Occupancy by the City of Bell, the project applicant shall provide to the City of Bell a letter from Caltrans or other evidence to the City's satisfaction that a fair-share payment has been made to Caltrans for the installation of an Adaptive Traffic Control system at the Atlantic Boulevard/Bandini Boulevard intersection. The Adaptive Traffic Control system may consist of improvements such as signal controller modification, loop detection, and/or video detection to improve the efficiency of operations at the intersection. The method of calculating the amount of the fair-share payment shall be subject to review and approval of the City of Bell.

5.7

Response No. 5

Kevin Wilson
Director of Community Services & Water
City of Vernon
May 2, 2012

5.1 This paragraph indicates that the City of Vernon authorizes the City of Bell to act as lead agency for the project under CEQA, with the City of Vernon acting as a responsible agency. No response is required.

5.2 This comment relates to the potential for electrical service to be provided to the project by the City of Vernon as a cost sharing mechanism for the project's traffic impacts. Although the Final IS/MND concludes that the implementation of Mitigation Measures TR-1, TR-2, and TR-3 adequately mitigate project traffic impacts to a level below significance, the project applicant has indicated it is amenable to receiving electrical service from the City of Vernon. The provision of service would be subject to an electrical services agreement to be established between the cities of Bell and Vernon.

5.3 The City of Vernon's Conditions of Approval on the project have been documented by the City of Bell and will be referenced within the Resolution to be considered as part of project approval. However, as the City of Bell's purview is limited to areas within its incorporated limits, these conditions would be provided for informational purposes only. The City of Vernon would be responsible for implementation and monitoring of the Conditions of Approval cited within the comment. None of the cited Conditions of Approval affect the IS/MND's conclusions regarding the project's environmental impacts.

5.4 This comment provides five suggested conditions to be added to the City of Bell's Conditional Use Permit (CUP) for the proposed project. The City of Bell has documented these conditions and will incorporate them into the CUP to be considered for approval. None of the cited Conditions of Approval affect the IS/MND's conclusions regarding the project's environmental impacts.

5.5 This comment acknowledges the proposed improvements at the Atlantic Boulevard/Bandini Boulevard intersection included in updated Mitigation Measure TR-2 (refer to Response 4.4, above). In accordance with existing local requirements, the project applicant would be responsible for acquiring necessary approvals from the City of Vernon (encroachment permit and/or review and approval of the Adaptive Traffic Control system) prior to implementation of signal improvements. As currently proposed, Mitigation Measure TR-2 would not affect the alignment, width, or striping of the Atlantic Boulevard/Bandini Boulevard intersection and would be limited to Adaptive Traffic Control improvements.

As part of the City of Bell's consultation with Caltrans, updated Mitigation Measure TR-2 was determined to sufficiently mitigate project impacts to the Atlantic Boulevard/Bandini Boulevard intersection. The Commenter suggests the consideration of a duel left-turn pocket on westbound Bandini Boulevard as an alternative to Mitigation Measure TR-2. The City conducted an analysis to determine the effectiveness of adding this improvement. Based on the results of the analysis, it was determined that in comparison to the forecast year 2013 with project scenario analyzed in the IS/MND, a dual left-turn pocket on westbound Bandini Boulevard would reduce delay by approximately one second. Specifically:

- Assuming one left-turn lane, one shared left-turn/through lane, & one right-turn lane through restriping on westbound Bandini Boulevard at Atlantic Boulevard, delay would be reduced by 0.9-second. The Level of Service (LOS) would remain the same as the forecast year 2013 with project scenario analyzed in the IS/MND (LOS E).
- Assuming two left-turn lanes, one through lane, & one right-turn lane by widening westbound Bandini Boulevard with another lane at Atlantic Boulevard, delay would be reduced by 1.1 second. The LOS would remain the same as the forecast year 2013 with project scenario analyzed in the IS/MND (LOS E).

Traffic modeling outputs associated with this analysis are provided as Attachment B, *Bandini Boulevard Duel Left-Turn Pocket Traffic Data*. The reason there is little improvement at the Atlantic Boulevard/Bandini Boulevard intersection when increasing westbound left-turn capacity is because the westbound left-turn movement is not a critical movement affecting the overall operation of the intersection. Since this improvement results in a minimal improvement in efficiency (approximately one second of reduced delay) and would not improve the level of service at the intersection, Mitigation Measure TR-2 remains the most effective measure available to reduce project-related impacts.

5.6 This paragraph provides a conclusion to the comment letter and does not require a response.

5.7 This comment is an attachment showing draft text related to Mitigation Measure TR-2. As discussed above in Responses 4.3 and 4.4, minor refinements to the mitigation text have been incorporated in response to comments provided by Caltrans.

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3. ERRATA

Changes to the Draft IS/MND are noted below. A double-underline indicates additions to the text; strikeout indicates deletions to the text. Changes have been analyzed and responded to in Section 2.0, *Response to Comments*, of the Final IS/MND. The changes to the Draft IS/MND do not affect the overall conclusions of the environmental document. Changes are listed by page and, where appropriate, by paragraph.

It should be noted that, through consultation with the cities of Bell and Vernon, the project applicant has downsized the proposed facility in comparison to the project analyzed in the Draft IS/MND. The proposed building area has been reduced from 536,400 square feet to 490,000 square feet (a reduction of 46,400 square feet or approximately nine percent). The building area was reduced to accommodate minor refinements related to on-site circulation and ingress/egress at the project driveways on Pennington Way and Bandini Boulevard. The refinements to the site plan occur entirely within the 21.26-acre project site and do not extend beyond the impact area assumed in the Draft IS/MND. By reducing the square footage associated with the project, impacts would generally be reduced in comparison to the analysis presented in the Draft IS/MND, and none of the refinements affect the impact conclusions under CEQA. As such, the Draft IS/MND represents a conservative analysis of the project as currently proposed. These refinements to the project description are not individually referenced as errata throughout the IS/MND, but are hereby incorporated by reference.

As described above in Response 4.5, Page 2-4 of the Draft IS/MND will be modified in the Final IS/MND as follows:

2.6 PERMITS AND APPROVALS

As stated previously, the majority of the project site is located within the City of Bell, while a small portion of the site is situated within the City of Vernon. Through a Memorandum of Understanding, CEQA clearance and site planning for the project will be administered by the City of Bell. The City of Vernon would issue a Parking Lot Improvement Permit (Building Permit) for the portion of the project site within Vernon. To implement the project, the project applicant would need to obtain various permits and approvals, including, but not limited to:

- Memorandum of Understanding between the Cities of Bell and Vernon
- California Environmental Quality Act Clearance (City of Bell)
- Tentative Parcel Map (Cities of Bell and Vernon)
- Site Plan Review (City of Bell)
- Architectural Review (City of Bell)
- Conditional Use Permit (City of Bell)
- Encroachment Permit (Cities of Bell and Vernon and the California Department of Transportation)
- Parking Lot Improvement Permit (Building Permit) – City of Vernon

As a result of City Staff-initiated changes to Mitigation Measure TR-1, Page 4.16-7 of the Draft IS/MND will be modified in the Final IS/MND as follows:

Table 4.16-7
Mitigated Existing With Project AM and PM Peak Hour Intersection LOS

	Study Intersection	Existing With Project Conditions		Mitigated Existing With Project Conditions		Significant Impact?
		AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour	
		V/C – LOS	V/C – LOS	V/C – LOS	V/C – LOS	
9	Garfield Avenue/Bandini Boulevard	0.99 – E	0.88 – D	0.~~84~~96 – ~~D~~E	0.88 – D	No

V/C = volume to capacity ratio.
Note: Supporting traffic data is provided as Attachment C, *Garfield Avenue/Bandini Boulevard Traffic Data*.

As a result of City Staff-initiated changes to Mitigation Measure TR-1, Page 4.16-11 of the Draft IS/MND will be modified in the Final IS/MND as follows:

Table 4.16-10
Mitigated Forecast Year 2013 With Project AM and PM Peak Hour Intersection LOS

	Study Intersection	Existing With Project Conditions		Mitigated Existing With Project Conditions		Significant Impact?
		AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour	
		V/C – LOS	V/C – LOS	V/C – LOS	V/C – LOS	
9	Garfield Avenue/Bandini Boulevard	1.02 – F	0.90 – D	0.~~88~~96 – ~~D~~E	0.91 – ~~D~~E	No

V/C = volume to capacity ratio.
Note: Supporting traffic data is provided as Attachment C, *Garfield Avenue/Bandini Boulevard Traffic Data*.

As a result of City Staff-initiated changes, Page 4.16-14 of the Draft IS/MND will be modified in the Final IS/MND as follows:

TR-1 The project applicant shall modify the Garfield Avenue/Bandini Boulevard traffic signal to provide a southbound Garfield Avenue right turn overlap phase. This overlap phase shall allow southbound right turns to occur simultaneously with eastbound left turns. The improvements shall include addition of right turn arrow signal indications, wiring, and other ancillary improvements as necessary~~include a westbound Bandini Boulevard right turn overlap, which would preclude the u-turn movement on southbound to northbound Garfield Avenue~~. This improvement shall be in place prior to the City of Bell's issuance of a Certificate of Occupancy.

As described above in Response 4.4, Page 4.16-14 of the Draft IS/MND will be modified in the Final IS/MND as follows:

TR-2 ~~Prior to issuance of a Building Permit, the project applicant shall participate in a regional solution for improvements to the Atlantic Boulevard/Bandini Boulevard intersection, in~~

~~consultation with the Los Angeles County Metropolitan Transportation Authority and/or California Department of Transportation.~~ The project applicant shall be responsible for implementation of the following measures to minimize impacts to State Highway facilities:

1. Prior to issuance of a Certificate of Occupancy by the City of Bell, the project applicant shall provide to the City of Bell a letter from Caltrans indicating that improvements to the I-710 southbound off-ramp at Bandini Boulevard have been completed; or, at a minimum, that the design has been approved, an agreement executed requiring construction of the improvements, and sufficient bonds have been posted guaranteeing fulfillment of the agreement. The project applicant shall be fully responsible for construction of the improvements, which shall generally consist of the conversion of the existing right-turn lane at the off-ramp to a free right-turn lane to allow for increased efficiency of ramp operations. The improvements shall include widening, traffic signal modifications, utility relocation, and other ancillary improvements as necessary. However, the project applicant may be relieved of this mitigation requirement if Caltrans issues a letter stating that queuing and merge/diverge analysis have demonstrated the project will not significantly impact the ramp or mainline operation. The queuing and merge/diverge analysis shall be the responsibility of the project applicant, and the scope and methodology of the analysis shall be subject to further consultation between the City of Bell and Caltrans.

2. Prior to issuance of a Certificate of Occupancy by the City of Bell, the project applicant shall provide to the City of Bell a letter from Caltrans or other evidence to the City's satisfaction that a fair-share payment has been made to Caltrans for the installation of an Adaptive Traffic Control system at the Atlantic Boulevard/Bandini Boulevard intersection. The Adaptive Traffic Control system may consist of improvements such as signal controller modification, loop detection, and/or video detection to improve the efficiency of operations at the intersection. The method of calculating the amount of the fair-share payment shall be subject to review and approval of the City of Bell.

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Attachment A
Air Quality Data

5555 Bandini Boulevard Operations

South Coast Air Basin, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric
Unrefrigerated Warehouse-No Rail	536.4	1000sqft
Parking Lot	140	1000sqft

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**		**Utility Company**	Southern California Edison
Climate Zone	9		2.2		
		Precipitation Freq (Days)			
			31		

1.3 User Entered Comments

Project Characteristics -

Land Use -

Construction Phase - No construction; operational run only.

Off-road Equipment - Proposed load factors

Off-road Equipment - Proposed load factors

Trips and VMT - Cut/fill balanced on-site

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Demolition -

Grading - 10.2 acres to be graded

Architectural Coating - VOC emissions from coating calculated separately by hand

Vehicle Trips - ITE High-Cube Trip Rate.
18.6 mi truck trip length.

Vechicle Emission Factors - Fleet mix based on Traffic Study

Vechicle Emission Factors - Fleet mix based on Traffic Study

Vechicle Emission Factors - Fleet mix based on Traffic Study

Water And Wastewater - 58,735,800 gal/yr water use

Construction Off-road Equipment Mitigation -

Mobile Land Use Mitigation -

Mobile Commute Mitigation -

Energy Mitigation -

Water Mitigation -

2.0 Emissions Summary

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	17.68	0.00	0.00	0.00		0.00	0.00		0.00	0.00		0.00		0.00		0.00

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Energy	0.01	0.13	0.11	0.00		0.00	0.01		0.00	0.01		157.33		0.00	0.00	158.29
Mobile	8.37	53.43	62.58	0.12	11.55	1.66	13.20	0.19	1.53	1.71		14,173.38		0.37		14,181.22
Total	**26.06**	**53.56**	**62.69**	**0.12**	**11.55**	**1.66**	**13.21**	**0.19**	**1.53**	**1.72**		**14,330.71**		**0.37**	**0.00**	**14,339.51**

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	17.68	0.00	0.00	0.00		0.00	0.00		0.00	0.00		0.00		0.00		0.00
Energy	0.01	0.13	0.11	0.00		0.00	0.01		0.00	0.01		157.33		0.00	0.00	158.29
Mobile	7.09	44.27	53.31	0.10	9.35	1.35	10.71	0.15	1.25	1.40		11,539.69		0.31		11,546.27
Total	**24.78**	**44.40**	**53.42**	**0.10**	**9.35**	**1.35**	**10.72**	**0.15**	**1.25**	**1.41**		**11,697.02**		**0.31**	**0.00**	**11,704.56**

3.0 Construction Detail

4.0 Mobile Detail

4.1 Mitigation Measures Mobile

Improve Walkability Design

Increase Transit Accessibility

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	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	7.09	44.27	53.31	0.10	9.35	1.35	10.71	0.15	1.25	1.40		11,539.69		0.31		11,546.27
Unmitigated	8.37	53.43	62.58	0.12	11.55	1.66	13.20	0.19	1.53	1.71		14,173.38		0.37		14,181.22
Total	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Parking Lot	0.00	0.00	0.00		
Unrefrigerated Warehouse-No Rail	772.42	772.42	772.42	3,469,762	2,810,996
Total	772.42	772.42	772.42	3,469,762	2,810,996

4.3 Trip Type Information

	Miles			Trip %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW
Parking Lot	9.50	7.30	7.30	0.00	0.00	0.00
Unrefrigerated Warehouse-No Rail	9.50	7.30	18.60	59.00	0.00	41.00

5.0 Energy Detail

5.1 Mitigation Measures Energy

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	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.01	0.13	0.11	0.00		0.00	0.01		0.00	0.01		157.33		0.00	0.00	158.29
NaturalGas Unmitigated	0.01	0.13	0.11	0.00		0.00	0.01		0.00	0.01		157.33		0.00	0.00	158.29
Total	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU	lb/day										lb/day					
Parking Lot	0	0.00	0.00	0.00	0.00		0.00	0.00		0.00	0.00		0.00		0.00	0.00	0.00
Unrefrigerated Warehouse-No Rail	1337.33	0.01	0.13	0.11	0.00		0.00	0.01		0.00	0.01		157.33		0.00	0.00	158.29
Total		0.01	0.13	0.11	0.00		0.00	0.01		0.00	0.01		157.33		0.00	0.00	158.29

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU	lb/day										lb/day					
Parking Lot	0	0.00	0.00	0.00	0.00		0.00	0.00		0.00	0.00		0.00		0.00	0.00	0.00
Unrefrigerated Warehouse-No Rail	1.33733	0.01	0.13	0.11	0.00		0.00	0.01		0.00	0.01		157.33		0.00	0.00	158.29
Total		0.01	0.13	0.11	0.00		0.00	0.01		0.00	0.01		157.33		0.00	0.00	158.29

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6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	17.68	0.00	0.00	0.00		0.00	0.00		0.00	0.00		0.00		0.00		0.00
Unmitigated	17.68	0.00	0.00	0.00		0.00	0.00		0.00	0.00		0.00		0.00		0.00
Total	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	4.29					0.00	0.00		0.00	0.00						0.00
Consumer Products	13.39					0.00	0.00		0.00	0.00						0.00
Landscaping	0.00	0.00	0.00	0.00		0.00	0.00		0.00	0.00		0.00		0.00		0.00
Total	17.68	0.00	0.00	0.00		0.00	0.00		0.00	0.00		0.00		0.00		0.00

Mitigated

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	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	4.29					0.00	0.00		0.00	0.00						0.00
Consumer Products	13.39					0.00	0.00		0.00	0.00						0.00
Landscaping	0.00	0.00	0.00	0.00		0.00	0.00		0.00	0.00		0.00		0.00		0.00
Total	**17.68**	**0.00**	**0.00**	**0.00**		**0.00**	**0.00**		**0.00**	**0.00**		**0.00**		**0.00**		**0.00**

7.0 Water Detail

7.1 Mitigation Measures Water

Install Low Flow Bathroom Faucet

Install Low Flow Toilet

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Vegetation

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5555 Bandini Boulevard Operations

South Coast Air Basin, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric
Unrefrigerated Warehouse-No Rail	536.4	1000sqft
Parking Lot	140	1000sqft

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Utility Company**	Southern California Edison
Climate Zone	9	**Precipitation Freq (Days)**	31		

1.3 User Entered Comments

Project Characteristics -

Land Use -

Construction Phase - No construction; operational run only.

Off-road Equipment - Proposed load factors

Off-road Equipment - Proposed load factors

Trips and VMT - Cut/fill balanced on-site

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Demolition -

Grading - 10.2 acres to be graded

Architectural Coating - VOC emissions from coating calculated separately by hand

Vehicle Trips - ITE High-Cube Trip Rate.
18.6 mi truck trip length.
Vechicle Emission Factors - Fleet mix based on Traffic Study

Vechicle Emission Factors - Fleet mix based on Traffic Study

Vechicle Emission Factors - Fleet mix based on Traffic Study

Water And Wastewater - 58,735,800 gal/yr water use

Construction Off-road Equipment Mitigation -

Mobile Land Use Mitigation -

Mobile Commute Mitigation -

Energy Mitigation -

Water Mitigation -

2.0 Emissions Summary

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	17.68	0.00	0.00	0.00		0.00	0.00		0.00	0.00		0.00		0.00		0.00
Energy	0.01	0.13	0.11	0.00		0.00	0.01		0.00	0.01		157.33		0.00	0.00	158.29

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Mobile	8.03	50.23	62.65	0.12	11.55	1.64	13.19	0.19	1.51	1.70		14,644.12		0.47		14,653.99
Total	**25.72**	**50.36**	**62.76**	**0.12**	**11.55**	**1.64**	**13.20**	**0.19**	**1.51**	**1.71**		**14,801.45**		**0.47**	**0.00**	**14,812.28**

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	17.68	0.00	0.00	0.00		0.00	0.00		0.00	0.00		0.00		0.00		0.00
Energy	0.01	0.13	0.11	0.00		0.00	0.01		0.00	0.01		157.33		0.00	0.00	158.29
Mobile	6.80	41.72	52.71	0.10	9.35	1.34	10.69	0.15	1.23	1.38		11,926.89		0.39		11,935.08
Total	**24.49**	**41.85**	**52.82**	**0.10**	**9.35**	**1.34**	**10.70**	**0.15**	**1.23**	**1.39**		**12,084.22**		**0.39**	**0.00**	**12,093.37**

3.0 Construction Detail

4.0 Mobile Detail

4.1 Mitigation Measures Mobile

Improve Walkability Design

Increase Transit Accessibility

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e

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Category	lb/day										lb/day					
Mitigated	6.80	41.72	52.71	0.10	9.35	1.34	10.69	0.15	1.23	1.38		11,926.89		0.39		11,935.08
Unmitigated	8.03	50.23	62.65	0.12	11.55	1.64	13.19	0.19	1.51	1.70		14,644.12		0.47		14,653.99
Total	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Parking Lot	0.00	0.00	0.00		
Unrefrigerated Warehouse-No Rail	772.42	772.42	772.42	3,469,762	2,810,996
Total	772.42	772.42	772.42	3,469,762	2,810,996

4.3 Trip Type Information

	Miles			Trip %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW
Parking Lot	9.50	7.30	7.30	0.00	0.00	0.00
Unrefrigerated Warehouse-No Rail	9.50	7.30	18.60	59.00	0.00	41.00

5.0 Energy Detail

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e

Category	lb/day										lb/day					
NaturalGas Mitigated	0.01	0.13	0.11	0.00		0.00	0.01		0.00	0.01		157.33		0.00	0.00	158.29
NaturalGas Unmitigated	0.01	0.13	0.11	0.00		0.00	0.01		0.00	0.01		157.33		0.00	0.00	158.29
Total	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBtU	lb/day										lb/day					
Parking Lot	0	0.00	0.00	0.00	0.00		0.00	0.00		0.00	0.00		0.00		0.00	0.00	0.00
Unrefrigerated Warehouse-No Rail	1337.33	0.01	0.13	0.11	0.00		0.00	0.01		0.00	0.01		157.33		0.00	0.00	158.29
Total		0.01	0.13	0.11	0.00		0.00	0.01		0.00	0.01		157.33		0.00	0.00	158.29

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBtU	lb/day										lb/day					
Parking Lot	0	0.00	0.00	0.00	0.00		0.00	0.00		0.00	0.00		0.00		0.00	0.00	0.00
Unrefrigerated Warehouse-No Rail	1.33733	0.01	0.13	0.11	0.00		0.00	0.01		0.00	0.01		157.33		0.00	0.00	158.29
Total		0.01	0.13	0.11	0.00		0.00	0.01		0.00	0.01		157.33		0.00	0.00	158.29

6.0 Area Detail

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6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	17.68	0.00	0.00	0.00		0.00	0.00		0.00	0.00		0.00		0.00		0.00
Unmitigated	17.68	0.00	0.00	0.00		0.00	0.00		0.00	0.00		0.00		0.00		0.00
Total	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	4.29					0.00	0.00		0.00	0.00						0.00
Consumer Products	13.39					0.00	0.00		0.00	0.00						0.00
Landscaping	0.00	0.00	0.00	0.00		0.00	0.00		0.00	0.00		0.00		0.00		0.00
Total	17.68	0.00	0.00	0.00		0.00	0.00		0.00	0.00		0.00		0.00		0.00

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					

Architectural Coating	4.29					0.00	0.00		0.00	0.00						0.00
Consumer Products	13.39					0.00	0.00		0.00	0.00						0.00
Landscaping	0.00	0.00	0.00	0.00		0.00	0.00		0.00	0.00		0.00		0.00		0.00
Total	**17.68**	**0.00**	**0.00**	**0.00**		**0.00**	**0.00**		**0.00**	**0.00**		**0.00**		**0.00**		**0.00**

7.0 Water Detail

7.1 Mitigation Measures Water

Install Low Flow Bathroom Faucet

Install Low Flow Toilet

8.0 Waste Detail

8.1 Mitigation Measures Waste

p

9.0 Vegetation

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5555 Bandini Boulevard Operations

South Coast Air Basin, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric
Unrefrigerated Warehouse-No Rail	536.4	1000sqft
Parking Lot	140	1000sqft

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**		**Utility Company**	Southern California Edison
Climate Zone	9		2.2		
		Precipitation Freq (Days)			
			31		

1.3 User Entered Comments

Project Characteristics -

Land Use -

Construction Phase - No construction; operational run only.

Off-road Equipment - Proposed load factors

Off-road Equipment - Proposed load factors

Trips and VMT - Cut/fill balanced on-site

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Land Use	kBTU	tons/yr										MT/yr					
Parking Lot	0	0.00	0.00	0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Unrefrigerated Warehouse-No Rail	488124	0.00	0.02	0.02	0.00		0.00	0.00		0.00	0.00	0.00	26.05	26.05	0.00	0.00	26.21
Total		**0.00**	**0.02**	**0.02**	**0.00**		**0.00**	**0.00**		**0.00**	**0.00**	**0.00**	**26.05**	**26.05**	**0.00**	**0.00**	**26.21**

5.3 Energy by Land Use - Electricity

Unmitigated

	Electricity Use	ROG	NOx	CO	SO2	Total CO2	CH4	N2O	CO2e
Land Use	kWh	tons/yr				MT/yr			
Parking Lot	0					0.00	0.00	0.00	0.00
Unrefrigerated Warehouse-No Rail	2.3387e+006					680.26	0.03	0.01	684.52
Total						**680.26**	**0.03**	**0.01**	**684.52**

Mitigated

	Electricity Use	ROG	NOx	CO	SO2	Total CO2	CH4	N2O	CO2e
Land Use	kWh	tons/yr				MT/yr			
Parking Lot	0					0.00	0.00	0.00	0.00
Unrefrigerated Warehouse-No Rail	2.3387e+006					680.26	0.03	0.01	684.52
Total						**680.26**	**0.03**	**0.01**	**684.52**

6.0 Area Detail

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6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	3.23	0.00	0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Unmitigated	3.23	0.00	0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.78					0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Consumer Products	2.44					0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Landscaping	0.00	0.00	0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	3.22	0.00	0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					

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Architectural Coating	0.78					0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Consumer Products	2.44					0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Landscaping	0.00	0.00	0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	**3.22**	**0.00**	**0.00**	**0.00**		**0.00**	**0.00**		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

7.0 Water Detail

7.1 Mitigation Measures Water

Install Low Flow Bathroom Faucet

Install Low Flow Toilet

	ROG	NOx	CO	SO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr				MT/yr			
Mitigated					195.54	1.58	0.04	241.84
Unmitigated					223.12	1.80	0.05	275.94
Total	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	ROG	NOx	CO	SO2	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	tons/yr				MT/yr			

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Parking Lot	0 / 0					0.00	0.00	0.00	0.00
Unrefrigerated Warehouse-No Rail	58.7358 / 0					223.12	1.80	0.05	275.94
Total						**223.12**	**1.80**	**0.05**	**275.94**

Mitigated

	Indoor/Outdoor Use	ROG	NOx	CO	SO2	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	tons/yr				MT/yr			
Parking Lot	0 / 0					0.00	0.00	0.00	0.00
Unrefrigerated Warehouse-No Rail	51.4761 / 0					195.54	1.58	0.04	241.84
Total						**195.54**	**1.58**	**0.04**	**241.84**

8.0 Waste Detail

8.1 Mitigation Measures Waste

Category/Year

	ROG	NOx	CO	SO2	Total CO2	CH4	N2O	CO2e
	tons/yr				MT/yr			
Mitigated					1,175.95	69.50	0.00	2,635.38
Unmitigated					1,175.95	69.50	0.00	2,635.38
Total	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**

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BANDINI INDUSTRIAL PROJECT (10-108458)
FY 2013 WITH PROJECT CONDITIONS - WB Shared Left/Through Alternative
PM PEAK HOUR

Level Of Service Computation Report
2000 HCM Operations Method (Future Volume Alternative)

Intersection #3 ATLANTIC BLVD/BANDINI BLVD

Cycle (sec):	100	Critical Vol./Cap.(X):	1.115
Loss Time (sec):	16	Average Delay (sec/veh):	70.2
Optimal Cycle:	180	Level Of Service:	E

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Control:	Protected			Protected			Split Phase			Split Phase		
Rights:	Include			Ignore			Include			Ovl		
Min. Green:	0	0	0	0	0	0	0	0	0	0	0	0
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Lanes:	1 0	4 1	0	1 0	3 1	1	1 1	1 1	0	1 1	0 0	1
Volume Module:												
Base Vol:	33	1676	277	33	1098	445	528	486	529	311	158	356
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	33	1676	277	33	1098	445	528	486	529	311	158	356
Added Vol:	7	75	83	3	5	3	45	176	23	52	20	104
CUMULATIVES:	0	0	3	0	0	0	0	0	0	19	2	18
Initial Fut:	40	1751	363	36	1103	448	573	662	552	382	180	478
User Adj:	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	40	1751	363	36	1103	0	573	662	552	382	180	478
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	40	1751	363	36	1103	0	573	662	552	382	180	478
PCE Adj:	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	40	1751	363	36	1103	0	573	662	552	382	180	478
Saturation Flow Module:												
Sat/Lane:	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800
Adjustment:	0.95	0.89	0.89	0.95	0.91	0.91	0.85	0.85	0.85	0.97	0.97	0.85
Lanes:	1.00	4.14	0.86	1.00	4.00	1.00	1.39	1.61	1.00	1.36	0.64	1.00
Final Sat.:	1710	6607	1370	1710	6552	1638	2140	2473	1538	2366	1115	1530
Capacity Analysis Module:												
Vol/Sat:	0.02	0.27	0.27	0.02	0.17	0.00	0.27	0.27	0.36	0.16	0.16	0.31
Crit Moves:		****		****					****			****
Green/Cycle:	0.03	0.24	0.24	0.02	0.23	0.00	0.32	0.32	0.32	0.26	0.26	0.28
Volume/Cap:	0.75	1.11	1.11	1.11	0.75	0.00	0.83	0.83	1.11	0.62	0.62	1.11
Delay/Veh:	91.6	97.8	97.8	244.1	38.2	0.0	34.3	34.3	94.8	33.8	33.8	114.5
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	91.6	97.8	97.8	244.1	38.2	0.0	34.3	34.3	94.8	33.8	33.8	114.5
LOS by Move:	F	F	F	F	D	A	C	C	F	C	C	F
HCM2kAvgQ:	3	24	24	3	10	0	13	13	28	8	8	25

Note: Queue reported is the number of cars per lane.

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BANDINI INDUSTRIAL PROJECT (10-108458)
FY 2013 WITH PROJECT CONDITIONS - WB Dual Left Alternative
PM PEAK HOUR

Level Of Service Computation Report
2000 HCM Operations Method (Future Volume Alternative)

Intersection #3 ATLANTIC BLVD/BANDINI BLVD

Cycle (sec):	100	Critical Vol./Cap.(X):	1.115
Loss Time (sec):	16	Average Delay (sec/veh):	70.0
Optimal Cycle:	180	Level Of Service:	E

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Protected			Protected			Split Phase			Split Phase		
Rights:	Include			Ignore			Include			Ovl		
Min. Green:	0	0	0	0	0	0	0	0	0	0	0	0
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Lanes:	1 0	4 1	0	1 0	3 1	1	1 1	1 1	0	2 0	1 0	1
Volume Module:												
Base Vol:	33	1676	277	33	1098	445	528	486	529	311	158	356
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	33	1676	277	33	1098	445	528	486	529	311	158	356
Added Vol:	7	75	83	3	5	3	45	176	23	52	20	104
CUMULATIVES:	0	0	3	0	0	0	0	0	0	19	2	18
Initial Fut:	40	1751	363	36	1103	448	573	662	552	382	180	478
User Adj:	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	40	1751	363	36	1103	0	573	662	552	382	180	478
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	40	1751	363	36	1103	0	573	662	552	382	180	478
PCE Adj:	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	40	1751	363	36	1103	0	573	662	552	382	180	478
Saturation Flow Module:												
Sat/Lane:	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800
Adjustment:	0.95	0.89	0.89	0.95	0.91	0.91	0.85	0.85	0.85	0.92	1.00	0.85
Lanes:	1.00	4.14	0.86	1.00	4.00	1.00	1.39	1.61	1.00	2.00	1.00	1.00
Final Sat.:	1710	6607	1370	1710	6552	1638	2140	2473	1538	3317	1800	1530
Capacity Analysis Module:												
Vol/Sat:	0.02	0.27	0.27	0.02	0.17	0.00	0.27	0.27	0.36	0.12	0.10	0.31
Crit Moves:		****		****					****			****
Green/Cycle:	0.03	0.24	0.24	0.02	0.23	0.00	0.32	0.32	0.32	0.26	0.26	0.28
Volume/Cap:	0.75	1.11	1.11	1.11	0.75	0.00	0.83	0.83	1.11	0.44	0.38	1.11
Delay/Veh:	91.6	97.8	97.8	244.1	38.2	0.0	34.3	34.3	94.8	31.2	30.8	114.5
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	91.6	97.8	97.8	244.1	38.2	0.0	34.3	34.3	94.8	31.2	30.8	114.5
LOS by Move:	F	F	F	F	D	A	C	C	F	C	C	F
HCM2kAvgQ:	3	24	24	3	10	0	13	13	28	5	5	25

Note: Queue reported is the number of cars per lane.

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ATTACHMENT C
Garfield Avenue/
Bandini Boulevard Traffic Data

BANDINI INDUSTRIAL PROJECT (10-108458)
MITIGATED FORECAST EXISTING PLUS PROJECT CONDITIONS
AM PEAK HOUR

Level Of Service Computation Report
ICU 1(Loss as Cycle Length %) Method (Future Volume Alternative)

Intersection #8 GARFIELD AVE/BANDINI BLVD

Cycle (sec):	100	Critical Vol./Cap.(X):	0.955
Loss Time (sec):	10	Average Delay (sec/veh):	xxxxxx
Optimal Cycle:	138	Level Of Service:	E

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	- T	- R	L	- T	- R	L	- T	- R	L	- T	- R
Control:	Protected			Protected			Protected			Protected		
Rights:	Include			Ovl			Include			Include		
Min. Green:	0	0	0	0	0	0	0	0	0	0	0	0
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Lanes:	1 0	2 0	1	1 0	2 0	1	1 0	2 0	1	1 0	2 0	1
Volume Module:												
Base Vol:	104	885	129	315	786	708	181	289	54	197	230	430
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	104	885	129	315	786	708	181	289	54	197	230	430
Added Vol:	0	0	0	0	0	25	0	6	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	104	885	129	315	786	733	181	295	54	197	230	430
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	104	885	129	315	786	733	181	295	54	197	230	430
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	104	885	129	315	786	733	181	295	54	197	230	430
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	104	885	129	315	786	733	181	295	54	197	230	430
OvlAdjVol:						552						
Saturation Flow Module:												
Sat/Lane:	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600
Adjustment:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lanes:	1.00	2.00	1.00	1.00	2.00	1.00	1.00	2.00	1.00	1.00	2.00	1.00
Final Sat.:	1600	3200	1600	1600	3200	1600	1600	3200	1600	1600	3200	1600
Capacity Analysis Module:												
Vol/Sat:	0.07	0.28	0.08	0.20	0.25	0.46	0.11	0.09	0.03	0.12	0.07	0.27
OvlAdjV/S:						0.34						
Crit Moves:		****		****			****					****

BANDINI INDUSTRIAL PROJECT (10-108458)
MITIGATED FORECAST EXISTING PLUS PROJECT CONDITIONS
PM PEAK HOUR

Level Of Service Computation Report
ICU 1(Loss as Cycle Length %) Method (Future Volume Alternative)

Intersection #8 GARFIELD AVE/BANDINI BLVD

Cycle (sec):	100	Critical Vol./Cap.(X):	0.884
Loss Time (sec):	10	Average Delay (sec/veh):	xxxxxx
Optimal Cycle:	93	Level Of Service:	D

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	- T	- R	L	- T	- R	L	- T	- R	L	- T	- R
Control:	Protected			Protected			Protected			Protected		
Rights:	Include			Ovl			Include			Include		
Min. Green:	0	0	0	0	0	0	0	0	0	0	0	0
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Lanes:	1 0	2 0	1	1 0	2 0	1	1 0	2 0	1	1 0	2 0	1
Volume Module:												
Base Vol:	57	921	137	260	997	263	323	887	133	78	62	186
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	57	921	137	260	997	263	323	887	133	78	62	186
Added Vol:	0	0	0	0	0	8	0	25	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	57	921	137	260	997	271	323	912	133	78	62	186
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	57	921	137	260	997	271	323	912	133	78	62	186
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	57	921	137	260	997	271	323	912	133	78	62	186
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	57	921	137	260	997	271	323	912	133	78	62	186
OvlAdjVol:						0						
Saturation Flow Module:												
Sat/Lane:	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600
Adjustment:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lanes:	1.00	2.00	1.00	1.00	2.00	1.00	1.00	2.00	1.00	1.00	2.00	1.00
Final Sat.:	1600	3200	1600	1600	3200	1600	1600	3200	1600	1600	3200	1600
Capacity Analysis Module:												
Vol/Sat:	0.04	0.29	0.09	0.16	0.31	0.17	0.20	0.28	0.08	0.05	0.02	0.12
OvlAdjV/S:						0.00						
Crit Moves:		****		****				****		****		

BANDINI INDUSTRIAL PROJECT (10-108458)
MITIGATED FY 2013 WITH PROJECT CONDITIONS
AM PEAK HOUR

Level Of Service Computation Report
ICU 1(Loss as Cycle Length %) Method (Future Volume Alternative)

Intersection #8 GARFIELD AVE/BANDINI BLVD

Cycle (sec):	100	Critical Vol./Cap.(X):	0.960
Loss Time (sec):	10	Average Delay (sec/veh):	xxxxxx
Optimal Cycle:	143	Level Of Service:	E

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Protected			Protected			Protected			Protected		
Rights:	Include			Ovl			Include			Include		
Min. Green:	0	0	0	0	0	0	0	0	0	0	0	0
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Lanes:	1 0	2 0	1	1 0	2 0	1	1 0	2 0	1	1 0	2 0	1
Volume Module:												
Base Vol:	104	885	129	315	786	708	181	289	54	197	230	430
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	104	885	129	315	786	708	181	289	54	197	230	430
Added Vol:	0	0	0	0	0	69	0	15	0	0	0	0
CUMULATIVES:	5	14	5	0	27	0	0	0	8	16	0	0
Initial Fut:	109	899	134	315	813	777	181	304	62	213	230	430
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	109	899	134	315	813	777	181	304	62	213	230	430
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	109	899	134	315	813	777	181	304	62	213	230	430
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	109	899	134	315	813	777	181	304	62	213	230	430
OvlAdjVol:						596						
Saturation Flow Module:												
Sat/Lane:	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600
Adjustment:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lanes:	1.00	2.00	1.00	1.00	2.00	1.00	1.00	2.00	1.00	1.00	2.00	1.00
Final Sat.:	1600	3200	1600	1600	3200	1600	1600	3200	1600	1600	3200	1600
Capacity Analysis Module:												
Vol/Sat:	0.07	0.28	0.08	0.20	0.25	0.49	0.11	0.10	0.04	0.13	0.07	0.27
OvlAdjV/S:						0.37						
Crit Moves:		****			****			****				****

BANDINI INDUSTRIAL PROJECT (10-108458)
MITIGATED FY 2013 WITH PROJECT CONDITIONS
PM PEAK HOUR

Level Of Service Computation Report
ICU 1(Loss as Cycle Length %) Method (Future Volume Alternative)

Intersection #8 GARFIELD AVE/BANDINI BLVD

Cycle (sec):	100	Critical Vol./Cap.(X):	0.907
Loss Time (sec):	10	Average Delay (sec/veh):	xxxxxx
Optimal Cycle:	103	Level Of Service:	E

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Control:	Protected			Protected			Protected			Protected		
Rights:	Include			Ovl			Include			Include		
Min. Green:	0	0	0	0	0	0	0	0	0	0	0	0
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Lanes:	1 0	2 0	1	1 0	2 0	1	1 0	2 0	1	1 0	2 0	1
Volume Module:												
Base Vol:	57	921	137	260	997	263	323	887	133	78	62	186
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	57	921	137	260	997	263	323	887	133	78	62	186
Added Vol:	0	0	0	0	0	44	0	64	0	0	0	0
CUMULATIVES:	9	31	17	0	11	0	0	0	0	1	0	0
Initial Fut:	66	952	154	260	1008	307	323	951	133	79	62	186
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	66	952	154	260	1008	307	323	951	133	79	62	186
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	66	952	154	260	1008	307	323	951	133	79	62	186
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	66	952	154	260	1008	307	323	951	133	79	62	186
OvlAdjVol:						0						
Saturation Flow Module:												
Sat/Lane:	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600
Adjustment:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lanes:	1.00	2.00	1.00	1.00	2.00	1.00	1.00	2.00	1.00	1.00	2.00	1.00
Final Sat.:	1600	3200	1600	1600	3200	1600	1600	3200	1600	1600	3200	1600
Capacity Analysis Module:												
Vol/Sat:	0.04	0.30	0.10	0.16	0.32	0.19	0.20	0.30	0.08	0.05	0.02	0.12
OvlAdjV/S:						0.00						
Crit Moves:		****		****				****		****		

MITIGATION MONITORING AND REPORTING PROGRAM

CEQA requires that when a public agency completes an environmental document which includes measures to mitigate or avoid significant environmental effects, the public agency must adopt a reporting or monitoring plan. This requirement ensures that environmental impacts found to be significant will be mitigated. The reporting or monitoring plan must be designed to ensure compliance during project implementation (*Public Resources Code* Section 21081.6).

In compliance with *Public Resources Code* Section 21081.6, the attached *Mitigation Monitoring and Reporting Program* has been prepared for the proposed Bandini Industrial Center Project. This *Mitigation Monitoring and Reporting Program* is intended to provide verification that all mitigation measures identified in the Initial Study prepared for the project are monitored and reported. Monitoring will include 1) verification that each mitigation measure has been implemented; 2) recordation of the actions taken to implement each mitigation; and 3) retention of records in the project file.

This *Mitigation Monitoring and Reporting Program* delineates responsibilities for monitoring the project, but also allows the City of Bell flexibility and discretion in determining how best to monitor implementation. Monitoring procedures will vary according to the type of mitigation measure. Adequate monitoring consists of demonstrating that monitoring procedures took place and that mitigation measures were implemented.

Reporting consists of establishing a record that a mitigation measure is being implemented, and generally involves the following steps:

- The City distributes reporting forms to the appropriate entities for verification of compliance.
- Departments/agencies with reporting responsibilities will review the Initial Study, which provides general background information on the reasons for including specified mitigation measures.
- Problems or exceptions to compliance will be addressed to the City as appropriate.
- Periodic meetings may be held during project implementation to report on compliance of mitigation measures.
- Responsible parties provide the City with verification that monitoring has been conducted and ensure, as applicable, that mitigation measures have been implemented. Monitoring compliance may be documented through existing review and approval programs such as field inspection reports and plan review.
- The City prepares a reporting form periodically during the construction phase and an annual report summarizing all project mitigation monitoring efforts.
- Appropriate mitigation measures will be included in construction documents and/or conditions of permits/approvals.

Minor changes to the *Mitigation Monitoring and Reporting Program*, if required, would be made in accordance with CEQA and would be permitted after further review and approval by the City. Such changes could include reassignment of monitoring and reporting responsibilities, plan redesign to make any appropriate improvements, and/or modification, substitution or deletion of mitigation measures subject to conditions described in *CEQA Guidelines* Section 15162. No change will be permitted unless the *Mitigation Monitoring and Reporting Program* continues to satisfy the requirements of *Public Resources Code* Section 21081.6.

MITIGATION MONITORING AND REPORTING CHECKLIST

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
AESTHETICS							
AES-1	A lighting plan shall be submitted with the building and site plans prior to issuance of a building permit. The lighting plan shall demonstrate that all on-site lighting will be shielded and that direct light will be confined within site boundaries. Parking lot and security lighting shall be clearly identified and be full cut-off fixtures preventing light above the horizontal plane of the fixture. Direct light spill-off shall not be permitted onto public rights of way or adjacent properties or be allowed to create a public nuisance. All such light fixtures shall be noted on project plans.	Review of Project Plans	Prior to Issuance of Building Permit	City of Bell Engineering Department			
AIR QUALITY							
AQ-1	Prior to issuance of any Grading Permit, the City Engineer and the Chief Building Official shall confirm that the Grading Plan, Building Plans, and specifications stipulate that, in compliance with SCAQMD Rule 403, excessive fugitive dust emissions shall be controlled by regular watering or other dust prevention measures, as specified in the SCAQMD's Rules and Regulations. In addition, SCAQMD Rule 402 requires implementation of dust suppression techniques to prevent fugitive dust from creating a nuisance off-site. Implementation of the following measures would reduce short-term fugitive dust impacts on nearby sensitive receptors: • All active portions of the construction site shall be watered every three hours during daily construction activities and when dust	Review of Project Plans; Construction Inspections	Prior to Issuance of Grading Permit; During Construction	City of Bell Engineering and Building Departments; Construction Contractor			

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Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	is observed migrating from the project site to prevent excessive amounts of dust; • Pave or apply water every three hours during daily construction activities or apply non-toxic soil stabilizers on all unpaved access roads, parking areas, and staging areas. More frequent watering shall occur if dust is observed migrating from the site during site disturbance; • Any on-site stockpiles of debris, dirt, or other dusty material shall be enclosed, covered, or watered twice daily, or non-toxic soil binders shall be applied; • All grading and excavation operations shall be suspended when wind speeds exceed 25 miles per hour; • Disturbed areas shall be replaced with ground cover or paved immediately after construction is completed in the affected area; • Gravel bed trackout aprons (3 inches deep, 25 feet long, 12 feet wide per lane and edged by rock berm or row of stakes) shall be installed to reduce mud/dirt trackout from unpaved truck exit routes; • On-site vehicle speed shall be limited to 15 miles per hour; • All on-site roads shall be paved as soon as feasible, watered twice daily, or chemically stabilized;						

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Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	• Visible dust beyond the property line which emanates from the project shall be prevented to the maximum extent feasible; • All material transported off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust prior to departing the job site; • Reroute construction trucks away from congested streets or sensitive receptor areas; • Track-out devices shall be used at all construction site access points; and • All delivery truck tires shall be watered down and/or scraped down prior to departing the job site.						
AQ-2	The following measures shall be implemented during construction to substantially reduce NOx related emissions. They shall be included in the Grading Plan, Building Plans, and contract specifications. Contract specification language shall be reviewed by the City prior to issuance of a grading permit. • Off-road diesel equipment operators shall be required to shut down their engines rather than idle for more than five minutes, and shall ensure that all off-road equipment is compliant with the CARB in-use off-road diesel vehicle regulation and SCAQMD Rule 2449. • Require the use of 2010 and newer diesel haul trucks (e.g., material delivery trucks	Review of Project Plans; Construction Inspections	Prior to Issuance of Grading Permit; During Construction	City of Bell Engineering and Building Departments; Construction Contractor			

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Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	and soil import/export) and if the lead agency determines that 2010 model year or newer diesel trucks cannot be obtained the lead agency shall use trucks that meet EPA 2007 model year NO_X emissions requirements • The following note shall be included on all grading plans: During project construction, all internal combustion engines/construction, equipment operating on the project site shall meet EPA-Certified Tier 3 emissions standards, or higher according to the following: - January 1, 2012, to December 31, 2014: All off-road diesel-powered construction equipment greater than 50 hp shall meet Tier 3 off-road emissions standards. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. - Post-January 1, 2015: All off-road diesel-powered construction equipment greater than 50 hp shall meet the Tier 4 emission standards, where available. In addition, all construction equipment shall be outfitted with BACT devices certified						

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Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. - A copy of each unit's certified tier specification, BACT documentation, and CARB or SCAQMD operating permit shall be provided at the time of mobilization of each applicable unit of equipment. • The contractor and applicant, if the applicant's equipment is used, shall maintain construction equipment engines by keeping them tuned and regularly serviced to minimize exhaust emissions. • Use low sulfur fuel for stationary construction equipment. This is required by SCAQMD Rules 431.1 and 431.2. • Utilize existing power sources (i.e., power poles) when available. This measure would minimize the use of higher polluting gas or diesel generators. • Configure construction parking to minimize traffic interference. • Minimize obstruction of through-traffic lanes and provide temporary traffic controls such as a flag person during all phases of construction when needed to maintain						

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Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	smooth traffic flow. Construction shall be planned so that lane closures on existing streets are kept to a minimum. • Schedule construction operations affecting traffic for off-peak hours to the best extent when possible. • Develop a traffic plan to minimize traffic flow interference from construction activities (the plan may include advance public notice of routing, use of public transportation and satellite parking areas with a shuttle service.) • Construction-related equipment, including heavy-duty equipment, motor vehicles, and portable equipment, shall be turned off when not in use for more than five minutes.						
CULTURAL RESOURCES							
CUL-1	In the event buried cultural resources are discovered during grading activities, a Los Angeles County-certified archaeologist shall be retained to evaluate the discovery prior to resuming grading in the immediate vicinity of the find. If warranted, the archaeologist shall collect the resource, and prepare a technical report describing the results of the investigation. The test-level report shall evaluate the site including discussion of significance (depth, nature, condition, and extent of the resources), final mitigation recommendations, and cost estimates. The Project Applicant shall prepare excavated material to the point of identification and shall offer excavated finds for curatorial purposes to the County of Los Angeles, or its designee, on a first refusal basis.	Monitoring During Grading Activities (if required)	During Grading Activities	City of Bell Planning Department; Project Archaeologist (if required)			

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Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
CUL-2	In the event that paleontological resources are unearthed during subsurface construction activities, a Los Angeles County-certified paleontologist shall be retained to evaluate the discovery prior to resuming grading in the immediate vicinity of the find. If the paleontological resources are found to be significant, the paleontologist shall determine appropriate actions, in cooperation with the City of Bell and property owner, which ensure proper exploration and/or salvage. A technical report shall be prepared and include the period of inspection, a catalogue and analysis of the fossils found, and the present repository of the fossils. The Project Applicant shall prepare excavated material to the point of identification and shall offer excavated finds for curatorial purposes to the County of Los Angeles, or its designee, on a first refusal basis.	Monitoring During Grading Activities (if required)	During Grading Activities	City of Bell Planning Department; Project Paleontologist (if required)			
CUL-3	In the event human remains are found during construction, no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the County Coroner has determined, within two working days of notification of the discovery, the appropriate treatment and disposition of the human remains. If the County Coroner determines that the remains are or believed to be Native American, the County Coroner shall notify the Native American Heritage Commission in Sacramento within 48 hours. In accordance with Section 5097.98 of the California Public Resources Code, the NAHC must immediately notify those persons it believes to be the most likely descended from the deceased Native American. The descendents shall complete their inspection within 48 hours of being granted access to the site. The	Monitoring During Grading Activities (if required)	During Grading Activities	City of Bell Planning Department; County Coroner (if required)			

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Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	designated Native American representative would then determine, in consultation with the property owner, the disposition of the human remains.						
GEOLOGY AND SOILS							
GEO-1	Prior to issuance of any grading permit, the Grading Plan shall incorporate all engineering recommendations contained within the *Geotechnical Engineering Investigation*, prepared by NorCal Engineering, dated March 16, 2011, and any additional recommendations identified by the City Engineer. The *Geotechnical Engineering Investigation* is included in Appendix C and is incorporated by reference into this mitigation measure.	Review of Project Plans	Prior to the Issuance of Grading Permit	City of Bell Engineering Department			
GEO-2	Prior to grading plan approval, the Project Applicant shall ensure that the project complies with Chapter 13.08, Stormwater and Urban Runoff Control, of the *City of Bell Municipal Code*. Water quality features intended to reduce construction-related erosion impacts shall be clearly denoted on the grading plans for implementation by the construction contractor.	Review of Project Plans	Prior to the Issuance of Grading Permit	City of Bell Engineering Department			
HAZARDS AND HAZARDOUS MATERIALS							
HAZ-1	Prior to the issuance of a grading or building permit, a Certified Environmental Professional shall confirm the presence or absence of ACMs and LBPs prior to structural demolition/renovation activities. Should ACMs or LBPs be present, demolition materials containing ACMs and/or LBPs shall be removed and disposed of at an appropriate permitted facility.	Completion of ACM and LBP Survey	Prior to the Issuance of Grading or Building Permit	City of Bell Engineering and Building Departments			
HAZ-2	Prior to construction, the Project Applicant shall prepare a Traffic Management Plan (TMP) to address traffic and safety concerns resulting from any lane closure(s) along Bandini Boulevard. At a	Review and Approval of TMP	Prior to Construction	City of Bell Engineering Department; City of Vernon Community			

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	minimum, the TMP shall include measures to accomplish the following: • Clearly denote lane closures, traffic rerouting, and signage to alert travelers of such closures; • Ensure vehicular and emergency access to the project area is maintained during construction; and • Construction equipment traffic shall be controlled by a flagperson. The TMP shall also be subject to review and approval by the City of Vernon.			Services Department			
HYDROLOGY AND WATER QUALITY							
HWQ-1	Prior to Grading Permit issuance and as part of the project's compliance with the NPDES requirements, a Notice of Intent (NOI) shall be prepared and submitted to the State Water Resources Quality Control Board (SWRCB), providing notification and intent to comply with the State of California General Permit.	SWRCB Construction General Permit	Prior to Issuance of Grading Permit	SWRCB; City of Bell Engineering and Building Departments			
HWQ-2	The proposed project shall conform to the requirements of an approved Storm Water Pollution Prevention Plan (SWPPP) (to be applied for during the Grading Plan process) and the NPDES Permit for General Construction Activities No. CAS000002, Order No, 2009-0009-DWQ, including implementation of all recommended Best Management Practices (BMPs), as approved by the State Water Resources Quality Control Board (SWRCB).	SWRCB Construction General Permit; Preparation of SWPPP	Prior to Issuance of Grading Permit	SWRCB; City of Bell Engineering and Building Departments			
HWQ-3	As part of the plan review process, the City of Bell shall ensure that project plans identify a suite of	Review of Project Plans	Prior to the Issuance of	City of Bell Engineering and			

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Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	storm water quality BMPs that are designed to address the most likely sources of storm water pollutants resulting from operation of the proposed project, consistent with the SUSMP. Pollutant sources to be addressed by these BMPs include, but are not necessarily limited to, parking lots, landscaped areas, trash storage locations, and storm drain inlets. The design and location of these BMPs will be subject to review and comment by the City but shall generally adhere to the standards associated with the Phase II NPDES storm water permit program. Implementation of these BMPs shall be assured by the City Engineer prior to the issuance of Grading or Building Permits.		Grading or Building Permit	Building Departments			
HWQ-4	Upon completion of project construction, the project applicant shall submit a Notice of Termination (NOT) to the State Water Resources Quality Control Board (SWRCB) to indicate that construction is completed.	Submittal of NOT	Upon Completion of Construction	Project Applicant; Construction Contractor			
TRANSPORTATION AND TRAFFIC							
TR-1	The project applicant shall modify the Garfield Avenue/Bandini Boulevard traffic signal to provide a southbound Garfield Avenue right turn overlap phase. This overlap phase shall allow southbound right turns to occur simultaneously with eastbound left turns. The improvements shall include addition of right turn arrow signal indications, wiring, and other ancillary improvements as necessary. This improvement shall be in place prior to the City of Bell's issuance of a Certificate of Occupancy.	Review of Project Plans; Completion of Improvements at Garfield Avenue/Bandini Boulevard	Prior to Issuance of a Certificate of Occupancy	City of Bell Engineering Department; City of Commerce Community Development Department			
TR-2	The project applicant shall be responsible for implementation of the following measures to minimize impacts to State Highway facilities:	Caltrans Issuance of Letter Stating Improvements to I-710 Southbound	Prior to Issuance of a Certificate of Occupancy	City of Bell Engineering and Planning Departments			

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Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	1. Prior to issuance of a Certificate of Occupancy by the City of Bell, the project applicant shall provide to the City of Bell a letter from Caltrans indicating that improvements to the I-710 southbound off-ramp at Bandini Boulevard have been completed; or, at a minimum, that the design has been approved, an agreement executed requiring construction of the improvements, and sufficient bonds have been posted guaranteeing fulfillment of the agreement. The project applicant shall be fully responsible for construction of the improvements, which shall generally consist of the conversion of the existing right-turn lane at the off-ramp to a free right-turn lane to allow for increased efficiency of ramp operations. The improvements shall include widening, traffic signal modifications, utility relocation, and other ancillary improvements as necessary. However, the project applicant may be relieved of this mitigation requirement if Caltrans issues a letter stating that queuing and merge/diverge analysis have demonstrated the project will not significantly impact the ramp or mainline operation. The queuing and merge/diverge analysis shall be the responsibility of the project applicant, and the scope and methodology of the analysis shall be subject to further consultation between the City of Bell and Caltrans. 2. Prior to issuance of a Certificate of Occupancy by the City of Bell, the project	Off-Ramp Have Been Completed or are Guaranteed to be Completed; Caltrans Issuance of Letter Confirming Receipt of Applicant's Fair-Share Payment for Signal Improvements at Atlantic Boulevard/Bandini Boulevard					

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Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	applicant shall provide to the City of Bell a letter from Caltrans or other evidence to the City's satisfaction that a fair-share payment has been made to Caltrans for the installation of an Adaptive Traffic Control system at the Atlantic Boulevard/Bandini Boulevard intersection. The Adaptive Traffic Control system may consist of improvements such as signal controller modification, loop detection, and/or video detection to improve the efficiency of operations at the intersection. The method of calculating the amount of the fair-share payment shall be subject to review and approval of the City of Bell.						
TR-3	A minimum eastbound left-turn pocket storage length of 125 feet shall be provided on Bandini Boulevard. The storage length shall be verified by the City prior to Site Plan approval.	Review of Project Plans	Prior to Site Plan Approval	City of Bell Engineering Department			

Server Error in '/cdbgsystem200815' Application.

Object reference not set to an instance of an object.

Description: An unhandled exception occurred during the execution of the current web request. Please review the stack trace for more information about the error and where it originated in the code.

Exception Details: System.NullReferenceException: Object reference not set to an instance of an object.

Source Error:

An unhandled exception was generated during the execution of the current web request. Information regarding the origin and location of the exception can be identified using the exception stack trace below.

Stack Trace:

```
[NullReferenceException: Object reference not set to an instance of an object.]
   cdbgsystem_2008.UCSupportingDocuments.dgSuppFiles_RowDeleting(Object sender, GridViewDeleteEventArgs e) +87
   System.Web.UI.WebControls.GridView.OnRowDeleting(GridViewDeleteEventArgs e) +133
   System.Web.UI.WebControls.GridView.HandleDelete(GridViewRow row, Int32 rowIndex) +569
   System.Web.UI.WebControls.GridView.HandleEvent(EventArgs e, Boolean causesValidation, String validationGroup) +869
   System.Web.UI.WebControls.GridView.RaisePostBackEvent(String eventArgument) +207
   System.Web.UI.WebControls.GridView.System.Web.UI.IPostBackEventHandler.RaisePostBackEvent(String eventArgument) +10
   System.Web.UI.Page.RaisePostBackEvent(IPostBackEventHandler sourceControl, String eventArgument) +13
   System.Web.UI.Page.RaisePostBackEvent(NameValueCollection postData) +175
   System.Web.UI.Page.ProcessRequestMain(Boolean includeStagesBeforeAsyncPoint, Boolean includeStagesAfterAsyncPoint) +1565
```

Version Information: Microsoft .NET Framework Version:2.0.50727.3625; ASP.NET Version:2.0.50727.3634

RESOLUTION 2012-43PC	INITIAL STUDY/MITIGATED NEGATIVE DELCARATION
RESOLUTION 2012-44PC	PARCEL MAP NO. 71920
RESOLUTION 2012-45PC	CONDITIONAL USE PERMIT NO. 2012-01 AND ARCHITECTURAL REVIEW BOARD NO. 2012-11

The reference resolutions will be available and delivered to the City Council on Monday, May 14, 2012

City of Bell
Agenda Report

DATE: May 16, 2012

TO: Mayor and Members of the City Council

FROM: Nancy Fong, AICP, Interim Community Development Director

APPROVED BY: Arne Croce, Interim City Manager

SUBJECT: Consideration to extend Urgency Ordinance No. 1185 imposing a temporary moratorium on Medical Marijuana Dispensaries and temporary restrictions on cultivation of marijuana

RECOMMENDATION:

Approve Ordinance No. 1188 as stated below:

> An interim Urgency Ordinance of the City Council of City of Bell. California, extending a moratorium adopted by Ordinance No. 1185 by 10 months and 15 days, on the acceptance, processing, issuance, or approval of any entitlements, permits, or business licenses for the establishment of any type of medical marijuana dispensaries and temporary restrictions on cultivation of marijuana, within the City Limits and direct staff to study and develop appropriate permanent regulations that may be adopted at a later time.

BACKGROUND:

On April 12, 2012, the City Council determined that there were sufficient facts of findings to support the declaration of an Urgency Ordinance establishing a moratorium on medical marijuana dispensaries and temporary restrictions on cultivation of marijuana, within the City limits and direct staff to study and develop appropriate permanent regulations that may be adopted at a later time.

DISCUSSION:

A. Marijuana Cultivation

Currently, the city has no explicit rules or regulations governing the cultivation of marijuana, whether indoors or outdoors. Cultivation means the growing, planting, drying, or processing of the marijuana plant. Indoor cultivation of marijuana has potential adverse effects as the cultivation requires excessive use of high wattage grow lights which creates an unreasonable risk of fire and which presents a clear and present danger to the occupants and the surrounding residential units. Outdoor cultivation of marijuana produces visual blight and usually a strong odor, creating an attractive nuisance which alerts persons to the location of the valuable plants, and creates a risk of burglary, robbery or armed robbery. Therefore, the cultivation of marijuana is hazardous to public health, safety and welfare. Further, all marijuana possession and cultivation is illegal under Federal law.

AGENDA ITEM NO.

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B. Medical Marijuana Dispensaries

The Medical Marijuana Program (SB 420) permits qualified patients and their primary caregivers to associate collectively or cooperatively to cultivate marijuana for medical purposes without being subject to criminal prosecution under the Penal Code. (Health and Safety Code § 11362.775.) Some qualified patients have set up store-front operations, generally known as dispensaries, which claim to operate collectively or cooperatively under this law.

Local cities throughout California have seen medical marijuana dispensaries be established in their communities. Once established, these locations have created a number of secondary effects associated with them, including Illegal drug activity and drug sales in the vicinity of dispensaries, persons acquiring marijuana from a dispensary and then selling it to non-qualified persons, burglaries and robberies, and increased in pedestrian and vehicular traffic and noise near such dispensaries.

In the City of Bell there is currently no land use designation nor specific development and operational regulations that govern the establishment of a medical marijuana dispensary. Pursuant to recent case law out of Los Angeles County's Court of Appeal, cities have the authority to adopt moratoria on medical marijuana dispensaries. The state law does not preempt such a moratorium. (*See*, *City of Claremont v. Kruse* (2009) 177 Cal. App. 4th 1153.) The validity of a permanent dispensary ban is currently before the California Supreme Court in a pending case, *Inland Empire Patients Health and Wellness Center v. City of Riverside*, Supreme Court Case No. S201278.

MORATORIA:

Pursuant to Government Code Section 65858, City adopted an Urgency Ordinance No. 1185, which established a moratoria that prohibit the establishment of any marijuana dispensaries in the City, all outdoor cultivation of marijuana, and impose strict limitations on indoor cultivation of medical marijuana, until the moratorium expires. Indoor cultivation is limited to residential zones, must not be visible from public rights of way, and is subjected to several other safety regulations such as limits on the wattage of "grow lights" and a total square footage limitation of 50 square feet.

Pursuant to Government Code Section 65858(d), staff has begun research on the subject matter and collected samples ordinances from other cities to use as references. Staff needs additional time to analyze the potential harmful secondary effects on the public, health, safety and welfare of such uses if they are to be permitted in the City. After the analysis of the potential harmful secondary effects, staff will need to study the appropriate zoning amendments and/or other measures to permanently regulate the establishment and operation of medical marijuana dispensaries and marijuana cultivation in the City. Further, the City Attorney is gathering legal dissertation and also monitoring any pending legal cases with respect to marijuana dispensaries and cultivation. City Attorney believes that the research work will allow staff and City Attorney to have a better understanding of the type and scope of permissible regulations and to make appropriate recommendations to the City Council.

Any ordinance adopted under Government Code Section 65858 is only valid for 45 days. Because of the need for research and analysis for this type of use and the proposed ordinance to regulate this type of use require public hearing process, the initial forty-five days moratorium does not provide enough time to accomplish the tasks as described above. Therefore staff request that the City Council extend moratoria, both medical marijuana dispensaries and

marijuana cultivation for 10 months and 15 days. Any such extension requires an approving vote of 4/5ths of the members.

ENVIRONMENTAL REVIEW:

Staff finds that the Urgency Ordinance is not subject to the California Environmental Quality ACT (CEQA) pursuant to Section 15061 (b) (3), because it can be seen with certainty it will not have a significant effect or physical change to the environment.

ATTACHMENT:

Ordinance No. 1188

ORDINANCE NO.1188

AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, EXTENDING A MORATORIUM ADOPTED BY ORDINANCE NO. 1185 BY 10 MONTHS AND 15 DAYS, IMPOSING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARIES, AND IMPOSING TEMPORARY RESTRICTIONS ON CULTIVATION OF MEDICAL MARIJUANA.

WHEREAS, in 1996, the voters of the State of California approved Proposition 215 (codified as Health & Safety Code Section 11362.5 *et seq.* and entitled "The Compassionate Use Act of 1996"); and

WHEREAS, the intent of Proposition 215 was to enable seriously ill Californians to legally possess, use, and cultivate marijuana for medical use under state law; and

WHEREAS, in 2003, the California Legislature adopted SB 420, the Medical Marijuana Program, codified as Health and Safety Code Section 11362.7 et seq., which permits qualified patients and their primary caregivers to associate collectively or cooperatively to cultivate marijuana for medical purposes without being subject to criminal prosecution under the Penal Code; and

WHEREAS, as a result of Proposition 215 and the Medical Marijuana Program, many individuals have established storefront medical marijuana dispensaries in various cities and counties throughout the State; and

WHEREAS, under the Federal Controlled Substances Act, codified in 21 U.S.C. Section 841, the use, possession, and cultivation of marijuana are unlawful and subject to federal prosecution without regard to a claimed medical need; and

WHEREAS, the United States Supreme Court in Gonzales v. Raich, 545 U.S. 1 (2005), confirmed that the Controlled Substances Act does not contain a "compassionate" use exemption and that possession or distribution of marijuana, regardless of medical purpose, is a violation of federal law; and

WHEREAS, the California Court of Appeal, Second Appellate District, has recently held in City of Claremont v. Kruse (2009) 177 Cal.App.4th 1153, that neither the Act nor the Medical Marijuana Program prevents local government from adopting a zoning moratorium on medical marijuana dispensaries, collectives, or cooperatives (however phrased), and that neither compels local governments to accommodate such uses; and

WHEREAS, while the experiences in the regulation and policing of medical marijuana dispensaries have varied from city to city, several California cities have reported an increase in crime, such as burglary, robbery, loitering, sale of illegal drugs, including the illegal resale of marijuana, and an increase in pedestrian and vehicular traffic and noise, in the vicinity of medical marijuana dispensaries; and

WHEREAS, based on the experience of other cities, it is reasonable to conclude that similar negative effects on the public health, safety, and welfare may occur in the City of Bell due to the establishment and operation of medical marijuana dispensaries; and

WHEREAS, marijuana plants, as they begin to flower and for a period of two months or more, produce an extremely strong odor, offensive to many people, and detectable far beyond property boundaries if grown outdoors; and

WHEREAS, in the case of multiple qualified patients who are in control of the same legal parcel, or parcels, of property, or in the case of collective or cooperative cultivation, or in the case of a caregiver growing for numerous patients, a very large number of plants could be cultivated on the same legal parcel, or parcels, within the City; and

WHEREAS, the strong smell of marijuana creates an attractive nuisance, alerting persons to the location of the valuable plants, and creating a risk of burglary, robbery or armed robbery; and

WHEREAS, it is the purpose and intent of this ordinance to implement state law by providing a means for regulating the cultivation of medical marijuana in a manner that is consistent with state law and balances the needs of medical patients and their caregivers and promotes the health, safety, morals and general welfare of the residents and businesses within the City. Nothing in this ordinance shall be construed to allow the use of marijuana for non-medical purposes, or allow any activity relating to the cultivation, distribution, or consumption of marijuana that is otherwise illegal; and

WHEREAS, it is the purpose and intent of this ordinance is to ensure that marijuana grown for medical purposes remains secure and does not find its way to non-patients or illicit markets; and

WHEREAS, the cultivation of marijuana within a residence has potential adverse effects to the structural integrity of the residence and the use of high wattage grow lights within a residence increases the chances of a fire which presents a clear and present danger to the occupants; and

WHEREAS, the indoor cultivation of substantial amounts of marijuana also requires excessive use of electricity, which often creates an unreasonable risk of fire from the electrical grow lighting systems used in indoor cultivation; and

WHEREAS, the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use recognizes that the cultivation or other concentration of marijuana in any location or premises without adequate security increases the risk that surrounding homes or businesses may be negatively impacted by nuisance activity such as loitering or crime; and

WHEREAS, in the past weeks, City staff have received inquiries from persons wishing to establish medical marijuana collectives, cooperatives, dispensaries, clubs, farms, cultivation uses and/or other types of medical marijuana uses in the City; and

WHEREAS, the City of Bell has no rules and regulations specifically governing marijuana cultivation or the establishment and operation of medical marijuana dispensaries.

The lack of such controls may lead to the inability for the City to regulate these establishments in a manner that will protect the general public, homes and businesses adjacent and near such uses, and the patients or clients of such establishments; and

WHEREAS, the potential establishment of medical marijuana dispensaries and marijuana cultivation uses in the City without regulation poses a current and immediate threat to the public health, safety, and welfare in the City due to the negative land use and other impacts of such dispensaries as described above; and

WHEREAS, approval of business licenses, subdivisions, use permits, variances, building permits, or any other applicable entitlement for a medical marijuana dispensary use or marijuana cultivation use will result in the aforementioned threat to public health, safety, or welfare; and

WHEREAS, Government Code § 65858 expressly authorizes the City Council to adopt an urgency ordinance prohibiting any uses which may be in conflict with a contemplated general plan, specific plan, or zoning proposal which the legislative body of the City or the planning commission or the planning department is considering or studying or intends to study within a reasonable time, for the purpose of the immediate preservation of the public health, safety, or welfare;

WHEREAS, On April 12, 2012, the City Council determined that there were sufficient facts of findings to support the declaration of an Urgency Ordinance establishing a moratorium on medical marijuana dispensaries and temporary restrictions on cultivation of marijuana, within the City limits and direct staff to study and develop appropriate permanent regulations that may be adopted at a later time; and

WHEREAS, any ordinance adopted under Government Code Section 65858 is only valid for 45 days, and the initial forty-five days moratorium does not provide enough time to accomplish the tasks as described above, City staff request that the City Council extend moratoria, both medical marijuana dispensaries and marijuana cultivation for 10 months and 15 day; and

WHEREAS, it is in the interest of the City, its residents, and its lawfully permitted businesses that City staff undertake a study to consider zoning amendments and/or other measures to regulate the establishment and operation of medical marijuana dispensaries and marijuana cultivation uses in the City; and

NOW, THEREFORE, THE CITY COUNCIL OF CITY OF BELL DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council of the City of Bell finds that the above recitals are true and correct and are incorporated herein by reference as if set forth in full.

SECTION 2. For purposes of this ordinance, the following definitions shall apply:

A. "Medical marijuana dispensary" means any for profit or not-for-profit facility or location, whether permanent or temporary, where the owner(s) or operator(s) intends to or does possess and distribute marijuana for any purpose, or allows others to possess and distribute marijuana for any purpose. "Medical marijuana dispensary" includes a "collective," "cooperative," or other entity that complies with Health and Safety Code Section 11362.775.

B. "Cultivation" means the growing, planting, harvesting, drying or processing of marijuana plants or any part thereof, whether or not in compliance with the Compassionate Use Act (Health and Safety Code § 11362.5 et seq.) or the Medical Marijuana Program (Health and Safety Code § 11362.7 et seq.).

C. "Detached, fully-enclosed and secure structure" means a building completely detached from a residential structure that complies with the City of Bell zoning code and has a complete roof enclosure supported by connecting walls extending from the ground to the roof, a foundation, slab or equivalent base to which the floor is secured by bolts or similar attachments, is secure against unauthorized entry, and is accessible only through one or more lockable doors.

D. "Residential structure" means any building or portion thereof legally existing which contains living facilities, including provisions for sleeping, eating, cooking and sanitation on a premises or legal parcel located within a residential zoning district.

SECTION 3. For the period of this ordinance, or any extension thereof, a medical marijuana dispensary shall be considered a prohibited use in all zoning districts of the City.

SECTION 4. The following regulations shall apply to the cultivation of marijuana within the City:

A. It is unlawful and a public nuisance for any person owning, leasing, occupying, or having charge or possession of any legal parcel or premises within any zoning district in the City to cause or allow such parcel or premises to be used for the outdoor cultivation of marijuana plants.

B. Indoor cultivation of medical marijuana is unlawful and a public nuisance unless conducted in compliance with the following:
   a. Indoor cultivation shall be conducted only in residential zoning districts.
   b. Either a qualified patient or primary caregiver shall reside full-time on the parcel where the cultivation occurs.
   c. Indoor cultivation shall only be conducted within a detached, fully-enclosed and secure structure or within a residential structure conforming to the following minimum standards:
      i. Indoor grow lights shall not exceed one thousand two hundred (1,200 W) watts and shall comply with the California Building,

Electrical and Fire Codes as adopted by the City. Gas products (including, without limitation, CO2, butane, propane, and natural gas), or generators shall not be used within any detached structure used for the cultivation of medical marijuana.

ii. A detached, fully-enclosed and secure structure used for the cultivation of marijuana shall be located in the rear yard area of a legal parcel or premises, maintain a minimum ten (10' 00") foot setback from the rear yard property line and a side yard setback that is equal to the same side yard setback required for the residential lot on which the home sits, and the area surrounding the structure or back yard must be enclosed by a solid fence at least six feet (6' 00") in height that is constructed of substantial material (such as wood) that prevents viewing the contents from one side to the other.

iii. Marijuana cultivation occurring within a residence and detached structure shall be in a cumulative area totaling no larger than fifty (50) square feet, regardless of how many qualified patients or primary caregivers are residing at the premises.

iv. Cultivation of marijuana shall not inhibit the occupancy of the residence or take place in the kitchen or bathrooms of any building.

v. Cultivation of marijuana shall not take place on any carpeted surface.

vi. Medical marijuana cultivation areas, whether in a detached building or inside a residence, shall not be conducted by or be accessible to persons under eighteen (18) years of age.

vii. From a public right of way, there shall be no exterior evidence of marijuana cultivation occurring at the property.

SECTION 5. During the period of this ordinance, and any extension thereof, the City Manager or his designees shall: (1) review and consider options for the regulation of medical marijuana dispensaries and marijuana cultivation in the City, including but not limited to the development of appropriate rules and regulations governing the location and operation of such uses in the City and (2) shall issue a written report describing the measures which the City has taken to address the conditions which led to the adoption of this ordinance with the City Council ten (10) days prior the expiration of this interim urgency ordinance, or any extension thereof, and such report shall be made available to the public.

SECTION 6. This interim urgency ordinance is enacted pursuant to the authority conferred upon the City Council of the City of Bell by Government Code Sections 65858 and 36937, and therefore shall be in full force and effect immediately upon its adoption by a four-fifths (4/5) vote of the City Council. This interim urgency ordinance shall continue in effect for forty-five (45) days from the date of its adoption and shall thereafter be of no further force and effect unless, after notice pursuant to Government Code Section 65090 and a public hearing, the City Council extends the interim urgency ordinance for an additional period of time pursuant to Government Code Section 65858.

SECTION 7. The City Council finds that this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15061(b)(3)

because it can be seen with certainty that it will not have a significant effect or physical change to the environment.

SECTION 8. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Bell, California, at a regular meeting held on this 16th day of May, 2012.

_____
Ali Saleh, Mayor

APPROVED AS TO FORM

_____
David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Patricia Healy, Interim 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 16th day of May, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Patricia Healy, Interim City Clerk

City of Bell

Agenda Report

DATE: May 16, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Bill Smith, Pro Bono Consultant

APPROVED BY: Arne Croce, Interim City Administrative Officer

SUBJECT: Award of New Solid Waste Collection Franchise to Consolidated Disposal Service

RECOMMENDATION

1. Award the new solid waste franchise (Attachment A) effective July 1, 2012 to Consolidated Disposal Service (CDS).
2. Approve the rates contained in the attachments submitted by CDS as the maximum rates effective July 1, 2012.

BACKGROUND

The recommended action follows a long and complicated process that resulted from the City Council's issuance of a Solid Waste RFP and Franchise Agreement that was promulgated to interested haulers on March 8, 2011. Proposals were due to the City on May 1, 2012. Proposals were received from the following companies: Consolidated Disposal Service, Waste Management, United Pacific Waste, Crown Disposal, Universal Waste Systems, Waste Resources Inc., and Athens Services.

An analysis of all submitted proposals was conducted by Waste Systems Management, the City's consulting firm. The consultant's analysis is attached as Attachment C. A review committee of staff and two council members met and reviewed the proposals and the Consultant's analysis on May 9, 2011. Copies of all proposals received are available for review through the City Clerk's office.

PROPOSAL EVALUATION CRITERIA

As indicated in the RFP, proposals were evaluated based on the proposer's responsiveness to all provisions of the RFP. All the criteria were used in the evaluation and thorough comparison of the proposals submitted. Below is the list of criteria. The order in which they appear is not intended to indicate their relative importance:

- Document Organization and Completeness
- Company's Qualifications and Experience
- Collection Services – Work Plan
- Rate Stabilization

- Landfill and Processing Capabilities
- Implementation/Transition Plan
- Financial Resources
- Cost Proposal
- The number, nature, and materiality of exceptions to the RFP and Agreement

It was noted in the RFP the customer rates proposed by each hauler would not be the sole criteria for award of the franchise. All criteria would be considered.

REVIEW COMMITTEE

Despite the fact that several proposers did not meet all the RFP criteria all proposals were given due consideration. Two factors stood out after the initial review: One was rates: two proposers had significantly lower residential rates than the other five, Athens and Consolidated, and one proposer had significantly lower proposed commercial rates: Universal. A second was the consideration of the impending closure of the Puente Hills Landfill. The reason that the latter is so significant is that the expected increase in tonnage rates for landfill material following the closure is estimated to be $22 which is a 60% increase from the current approximately $38 per ton charged at Puente Hills. Since this land fill is expected to close next calendar year, this could require significantly increased rates for the citizens and businesses of Bell. Therefore, the review committee was very sensitive in reviewing the proposals to estimate the ability of proposers to mitigate landfill cost rate increases when the closure occurs. For example, some proposers operate their own landfills while others rely entirely on Puente Hills at this time. The latter present a more likely risk than those who are more independent of this landfill.

After the initial review, the review committee concentrated on analyzing three proposals: Athens, Consolidated and Universal. The proposals were reviewed and each item of the evaluation criteria was discussed. A detailed discussion was undertaken to compare each of these proposals. A scoring matrix was compiled relating to the evaluation criteria and the each firm was scored on the evaluation criteria. The result of the scoring is:

1. Consolidated: 687.35 Points
2. Athens: 682.29 Points
3. Universal: 541.56 Points

Maximum possible points: 750

The review committee continued to analyze and discuss the differences between the proposers. A consensus was finally reached that Consolidated Disposal was the best firm for the citizens and businesses of Bell and would be recommended by the committee to the Council.

CONSOLIDATED DISPOSAL SERVICE PROPOSAL

The CDS proposal provided the lowest residential rates and maintains current commercial rates (including 5 unit and more multi-family housing). The other aspects of their proposal that stand out are: that as a subsidiary of Republic Industries they have superlative financial credentials and capacity; and they were one of only two of the proposers which own their own landfill., being in a position to mitigate the impact of the Puente Hills closure. Following are some of the benefits of awarding the franchise to CDS:

- CDS is the current hauler thus there will be a seamless transition with no interruptions in service to any household or business.
- CDS currently bills the commercial and industrial sector in Bell and will only have to add residential for the switch from the property tax to company billing for this service.
- The cost of solid waste service for Bell residents will decrease significantly. Currently residents are assessed $319.28 per year for "Garbage/Refuse" and "Waste Management" as on their property tax bill--$26.60 per month. These two assessments will be removed and not appear on the 2012-13 Property Tax bills.
- Commencing July 2012, residents will be billed $$41.25 quarterly (rate is $13.75 per month for a total of $165 per year. This is reduction of $154, 48%, per year per residential unit, a significant savings for the residents of Bell.
- The new franchise does not change the fees charged to the city's commercial sector; they will remain at the same rate established in 2009. The agreement provides for new waste containers, new bins, new trucks, and a whole series of new services that will improve the lives of Bell residents and business persons.
- CDS proposes a number of enhancements which are above and beyond the requirements of the RFP. These include free service for city sponsored events, a residential recycling awards program, semiannual community shred days, free compost giveaways for residents, disaster response improvements and continuing to sponsor youth athletics in Bell.
- The rates will continue to fund, as the property assessment did, other solid waste related services including street sweeping, sidewalk cleaning hazardous waste cleanup.
- The franchise provides a 10% Residential and Commercial Franchise Fee to the City of Bell estimated to provide $300,000 annually to the City's General Fund; this is an increase of approximately $120,000 per year from the current franchise. These funds will help fund services to the residents.

The franchise is for a seven (7) year term, running from July 1, 2012 through June 30, 2019.

FINANCIAL IMPACT

The City will no longer collect property tax assessments for solid waste service. The excessive property tax assessments from previous years resulted in an undesignated fund balance in the solid waste and recycling funds of approximately $2.2 million. The Council appropriated $970,000 from these funds to purchase new residential waste containers; this direct purchase contributed to the reduced collection rates. This leaves a balance in these funds of approximately $1.1 million. These funds were collected for the specific purposes of providing solid waste and recycling services; they are not general revenue available to the City for other services. Staff recommends maintaining this balance in reserve as a fund to mitigate future rate spikes that may come from increased landfill costs. The City will receive funding from the franchise holder for other solid waste related services provided by the City. Franchise fee revenue to the City's General Fund will increase by an estimated $120,000 per year.

OPTIONAL ACTIONS

Options to the recommendation available to the City Council are:

1. Award the franchise to another of the haulers that submitted a proposal
2. Reject all bids

ATTACHMENTS

A. Solid Waste Franchise Agreement
B. Solid Waste Collection Rate Sheets
C. Consultants analysis of proposals

EXCLUSIVE FRANCHISE AGREEMENT

FOR COMPREHENSIVE SOLID WASTE SERVICES

BETWEEN

THE CITY OF BELL

AND

_____

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EXCLUSIVE FRANCHISE AGREEMENT
FOR COMPREHENSIVE SOLID WASTE SERVICES

THIS AGREEMENT is made and entered into effective the _____day of _____ 2012, by and between the CITY OF BELL, a municipal corporation, hereinafter referred to as City, and _____, a California Corporation hereinafter referred to as Franchisee. City and Franchisee agree each with the other, that a period of seven (7) years from and after July 1, 2012, is the established term of this Agreement. Franchisee shall have sole right to collect, haul, and dispose of all solid waste and conduct a comprehensive recycling program in the City, through June 30, 2019, in accordance with the following terms and conditions. This exclusive franchise may be extended for up to three additional one (1) year terms at the mutual consent of the City and the Franchisee.

RECITALS

WHEREAS, Article XI, § 7 of the California Constitution authorizes cities to protect public health and safety by taking measures in furtherance of their authority over police and sanitary matters; and

WHEREAS, as further described below, due to the complex legal nature of solid waste collection and the need for an integrated waste management system which disposes of waste in a healthful and economic fashion, reduces generation and promotes reuse and recycling, limits the potential for waste to degrade water sources or contaminate the environment, City finds it necessary to award an exclusive franchise to a single franchisee, and for such privilege, and in consideration of Franchisee's obligations hereunder, City shall collect a franchise fee as provided herein; and

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989, **("AB 939"** or the **"Act")** established a Solid Waste management process which requires cities and other local jurisdictions to implement plans for source reduction, reuse and recycling as integrated waste management practices for Solid Waste attributed to sources within their respective jurisdictions; and

WHEREAS, California Public Resources Code § 40059 provides that aspects of Solid Waste handling of local concern include but are not limited to frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location and extent of providing solid waste services, and whether the services are to be provided by means of nonexclusive, partially exclusive or wholly exclusive franchise, contract, license or otherwise which may be granted by local government under terms and conditions prescribed by the governing body of the local agency; and

WHEREAS, the Federal Clean Water Act of 1972 establishes water quality standards for all contaminants in surface waters, requires the implementation of wastewater pollution control programs, and authorizes the National Pollutant Discharge Elimination System (NPDES) permit system to control water pollution by regulating point sources that discharge pollutants into waters of the United States, which stormwater programs are administered regionally through rules, regulations and mandates promulgated by the Los Angeles Regional Water Quality Control Board; and

WHEREAS, City is obligated to protect the public health and safety of the residents and businesses in the City, and arrangements made by solid waste enterprises and recyclers for the collection of Residential and commercial Solid Wastes should be made in a manner consistent with the exercise of the City's police power for the protection of public health and safety; and

WHEREAS, City and Franchisee are mindful of the provisions of the laws governing the safe collection, transport, recycling and disposal of Residential and commercial Solid Waste, including AB 939, the Resource Conservation and Recovery Act **("RCRA"),** 42 U.S.C. §§ 6901 et *seq.,* the Comprehensive Environmental Response, Compensation and Liability Act **("CERCLA"),** 42 U.S.C. §§ 9601 *et. seq.;* the Electronic Waste Recycling Act of 2003 (SB 20, Chapter 526, Statutes of 2003; SB 50, Chapter 863, Statutes of 2004; AB 575 Chapter 59, Statutes of 2011), laws governing Universal Waste, including, but not limited to, Universal Waste Electronics Devices **("UWED"),** non-empty aerosol cans, fluorescent tubes, high intensity discharge lamps, sodium vapor lamps, and any other lamp exhibiting a characteristic of a hazardous waste, batteries (rechargeable nickel-cadmium batteries, silver button batteries, mercury batteries, small sealed lead acid batteries, alkaline batteries, carbon-zinc batteries and any other batteries which exhibit the characteristic of a hazardous waste), mercury thermometers, mercury-containing switches; and

WHEREAS, City and Franchisee desire to leave no doubts as to their respective roles and to make it clear that by entering into this Agreement, City is not thereby becoming a "generator" or an "arranger" as those terms are used in the context of CERCLA § 107(a)(3) and that it is the Franchisee, an independent entity, not City, which will arrange to collect Solid Waste from single family dwellings, multiple family dwellings, City and Commercial Customers in the City, transport for recycling and disposal and dispose of Solid Wastes which may contain small amounts of household products with the characteristics of hazardous wastes, collect and compost Green Waste and collect and recycle Recyclable Materials from single family dwellings, multiple family dwellings, City, and commercial customers in the City of Bell, and collect and recycle or dispose of Construction and Demolition Materials **("C&D Materials");** and

WHEREAS, City and Franchisee agree that, subject to City's exercise of its reserved flow control right under of this Agreement, the Franchisee will only utilize landfill or transformation facility destinations for the non-recyclable residential and commercial Solid Waste and Construction and Demolition Materials which Franchisee will arrange to collect, that City's Chief Administrative Officer has approved in writing. The Franchisee is free at all times to petition the City for the inclusion or addition of any lawfully permitted facility and nothing in this Agreement or other action of the City shall be construed to give rise to any inference that the City has any title, ownership or right of possession of such Solid Waste; and

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WHEREAS, Franchisee represents and warrants to City that Franchisee has the experience and qualifications to conduct recycling and waste diversion programs, to provide City with information sufficient to meet the City's reporting requirements to CalRecycle and any other State, County, or additional agencies with jurisdiction over the portion of the City's waste stream that is collected by the Franchisee, and that Franchisee shall submit any such data required by the City to meet its reporting obligations in a format approved by the City; and

WHEREAS, Franchisee represents that it employs qualified persons responsible for the day-to-day collection, safe transport, and disposal of Solid Wastes and that such persons will operate equipment and otherwise conduct all activities in a safe manner which shall minimize the adverse effects of collection vehicles on air quality and traffic, and that Franchisee has the ability to indemnify City in accordance with this Agreement; and

WHEREAS, the City Council finds and determines pursuant to California Public Resources Code § 40059(a)(1) that the public interest, health, safety and well-being, including the minimization of adverse impacts on air quality and traffic from excessive numbers of collection vehicles, the implementation of measures consistent with the City's Source Reduction and Recycling Element, would be served if Franchisee were to be awarded an exclusive Franchise for collection, recycling, diversion and disposal of Solid Waste from Customers in the City,

NOW THEREFORE, in consideration of the promises and covenants contained herein, the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I
DEFINITIONS; DELEGATION OF AUTHORITY.

1.1 **General**. Whenever any term used in this Agreement has been defined by the provisions of Chapter 8.24 of the Municipal Code or by Division 30, Part I of the California Public Resources Code, the definitions in the Municipal Code or the Public Resources Code shall apply unless the term is otherwise defined in this Agreement, in which case this Agreement shall control.

1.2 **Definitions**. Except as provided in Section 1.1, words beginning with lower case letters are being used with their common ordinary meanings, not as defined terms. Otherwise, the following capitalized words and terms shall have the following respective meanings:

1.2.1 AB 939. "AB 939" means the California Integrated Waste Management Act of 1989, Public Resources Code Section 40000 *et seq.* and regulations promulgated thereunder, as amended from time, to time.

1.2.2 AB 939 Program Fee. "AB 939 Program Fee" shall mean that annual fee established by the City and collected from the Franchisee to fund the administrative and related costs of the City for compliance with the Waste Diversion mandates of the State, which fee shall be in the amount of one percent (1%) of Franchisee's Gross Receipts and is further described in Section 3.6.

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1.2.3 Agreed Upon Procedure. "Agreed Upon Procedure" shall mean the procedures and methodology approved by the City's Chief Administrative Officer for review and audit of Franchisee's financial records in connection with this Agreement.

1.2.4 Agreement. "Agreement" means this Agreement for Provision of Comprehensive Solid Waste Services.

1.2.5 Bin. "Bin" means any Solid Waste container of a capacity exceeding 100 gallons (i.e., a "dumpster") and provided to customers by Franchisee.

1.2.6 Bulky Waste. "Bulky Waste" means any large or small household appliance, electronic waste, universal waste, furniture, tires, carpet, mattress or similar large item discarded as Municipal Solid Waste from a Single-Family Residential Unit or Multi-Family Residential Unit.

1.2.7 Cart. "Cart" means any molded Container provided by City or Franchisee of a size not to exceed 100 gallons with two or more wheels for easy carting by an individual.

1.2.8 Chief Administrative Officer. "Chief Administrative Officer" means the Manager of the City or his or her designee(s).

1.2.9 City. "City" means the City of Bell, a municipal corporation organized under the laws of the State of California, and all of the territory lying within the municipal boundaries of the City as presently existing and, subject to the provisions of Section 3.1.3, all geographic areas which may be added or annexed thereto during the Term of this Agreement.

1.2.10 City Facility. "City Facility" means any building, park or other site owned, leased or used by the City.

1.2.11 Commercial and Industrial Units. "Commercial and Industrial Units" shall mean the Premises of a business that is not a City Facility, Single-Family Residential Unit or Multi-Family Residential Unit.

1.2.12 Compensation Schedule. "Compensation Schedule" shall mean that set of prices established by the City to compensate the Franchisee for the full costs of the collection, processing, recycling, composting, and/or transformation or landfill disposal of solid wastes, inclusive of all City fees and program costs.

1.2.13 Construction and Demolition Debris. "Construction and Demolition Material" or "C&D Material," means any combination of building materials and Solid Waste resulting from construction, remodeling, repair, cleanup, or demolition operations as defined in California Code of Regulations, Title 22 Section 66261.3 *et seq*. This term includes, but is not limited to, asphalt, concrete, Portland cement concrete, brick, lumber, gypsum wallboard, cardboard, and other associated packaging, roofing material, ceramic tile, carpeting; plastic pipe and steel. The material may be commingled with rock, soil, tree stumps; and other vegetative matter resulting from land clearing and landscaping for construction or land development projects.

1.2.14 Contract Year. "Contract Year" means each annual period starting from the Effective Date and recurring thereafter from the Effective Date's anniversary.

1.2.15 County. "County" means the County of Los Angeles.

1.2.16 Curbside Recycling Fee. "Curbside Recycling Fee" shall mean that percentage of shared revenue, Gross Receipts, or other compensation from the sale, barter, or otherwise obtained by Franchisee due to the Franchisee's status as operator of the City of Bell's curbside recycling program, paid to the City on a schedule established herein.

1.2.17 Day. "Day" means calendar day, unless otherwise stated in this Agreement.

1.2.18 Disposal Fee. "Disposal Fee" means those costs imposed at the Disposal Site for the handling or dumping of Solid Waste collected by Franchisee.

1.2.19 Disposal Site. "Disposal Site" means a permitted Solid Waste facility, transfer station, Material Recovery Facility or pre-processing facility.

1.2.20 Effective Date. The term "Effective Date" means the date established herein for closing, which date shall be entered on the first page hereof. To this end, the Parties shall arrange a closing within thirty (30) business days after this Agreement has been approved, at which closing the Parties shall personally meet for the execution and delivery of all documents and delivery of the Fee Payment as defined in Section 4.2 herein. The date that this Agreement shall be considered to be validly approved and in effect will be deemed to be the date of the Closing; should the Closing not be held within said thirty (30) days, or should delivery of all documents and Fee Payment not be timely completed, this Agreement shall be void ab initio and of no force or effect. Notwithstanding the validity of this Agreement from Closing, services under this Agreement shall not commence until the Franchise Start Date, nor shall the term commence until said date.

1.2.21 Franchisee. "Franchisee" means _____.

1.2.22 Franchise Documents. "Franchise Documents" means Chapter 8.24 as the same exists or may be amended in the future of the Municipal Code of the City of Bell, this Agreement, and any exhibits hereto.

1.2.23 Franchise Fee. "Franchise Fee" shall mean an amount paid monthly to City equal to Ten Percent (10%) of Gross Receipts collected during the preceding month for any franchise service, or related service, provided under this Agreement. The term Gross Receipts is defined below and by "gross" means all revenues of any nature whatsoever and is not subject to any percentage reduction or "net-of-fees" computation without the express approval of the City Council.

1.2.24 Franchise Start Date. The date on which the exclusive franchise granted by the Agreement commences to start, which date shall be midnight of July 1, 2012. The Franchise Start Date will commence on July 1, 2012 regardless of the date of the Effective Date of this Agreement.

1.2.25 Franchise Term. The term of the exclusive franchise granted to Franchisee by this Agreement, which Franchise Term shall commence on the Franchise Start Date (midnight, July 1, 2012) and continue until June 30, 2019, and may be increased by three additional one-year terms by mutual consent of the Parties.

1.2.26 Green Waste. "Green Waste" means any and all forms of biodegradable plant material which can be placed in a covered Container, such as wastes generated from the maintenance or alteration of public, commercial or residential landscapes including, but not limited to, yard clippings, leaves, tree trimmings, prunings, brush, and weeds as well as green waste. Tree stumps and limbs greater than three (3) inches in diameter are excluded unless they are reduced to a chipped form; otherwise, such large portions of Green Waste shall be considered Bulky Waste.

1.2.27 Gross Receipts. "Gross Receipts" means all monies, consideration and revenue received by Franchisee in connection with the services carried out under this Agreement, whether for residential or commercial services, all revenues from special services or pickups, and any monies received by Franchisee in the operation of this Franchise, and shall include all Tipping Fees or other fees and/or taxes charged to and collected by Franchisee and thereafter passed-on to Franchisee's customers under this Agreement. Notwithstanding the foregoing, Recycling Revenues are not included in Gross Receipts in accordance with Section 6.7.5.

1.2.28 Hazardous Waste. "Hazardous Waste" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (i) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (ii) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (iii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iv) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (v) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (vi) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (ix) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. Section 1317; (xi) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.* (42 U.S.C. § 6903); (xii) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et seq.* (42 U.S.C. § 9601); (xiii) defined as "Hazardous Material" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, *et seq.*; or (xiv) defined as such or regulated by any

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"Superfund" or "Superlien" law, or any other Federal, State or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time hereafter, in effect.

1.2.29 Hazardous Waste Program Fee. "Hazardous Waste Program Fee" shall mean that annual fee established by the City and collected from the Franchisee to fund programs established by City pursuant to the Federal Clean Water Act of 1987, program related to responsible HHW management, program related to responsible medical waste management, and the general administrative and reporting costs of the City related to compliance hereto.

1.2.30 Holiday. "Holiday" means holidays prescribed by the City of Bell specific to Franchisee service. These prescribed holidays include: New Year's Day, Labor Day, Veteran's Day, Memorial Day, Thanksgiving Day, Independence Day, Christmas.

1.2.31 Household Hazardous Waste or HHW. "Household Hazardous Waste" or "HHW" shall mean that waste resulting from products purchased by the general public for household use which, because of their quantity, concentration, or physical, chemical, or infectious characteristics, may pose a substantial known or potential hazard to human health or the environment when improperly treated, disposed, or otherwise managed.

1.2.32 Household Waste. "Household Waste" shall mean that waste normally generated by a Single-Family Residential Unit or a Multi-Family Residential Unit.

1.2.33 Infectious Waste. "Infectious Waste" means waste capable of producing an infection or pertaining to or characterized by the presence of pathogens including, but not limited to, certain wastes generated by medical practitioners, hospitals, nursing homes, medical testing labs, mortuaries, taxidermists, veterinarians, veterinary hospitals and medical testing labs and any waste that includes animal wastes.

1.2.34 Materials Recovery Facility. "Material Recovery Facility or MRF" shall mean a transfer station which is designed to, and as a condition of its permit, shall, recover for reuse or recycling, at least fifteen percent (15%) of the total volume of material recovered by the facility as set forth in Public Resources Code Section 50000(a)(4).

1.2.35 Maximum Rate Schedule. "Maximum Rate Schedule" means that schedule of rates charged to Residential Units and Commercial and Industrial customers located in the City by Franchisee for Franchisee's waste hauling services, which Maximum Rates are effective as of the Effective Date of this Agreement and attached hereto as Exhibit "A" (Exhibits C1, C2, C3, and C4 to the RFP).

1.2.36 Multi-Family. "Multi-Family" means a development of five (5) or more Residential Units, including a condominium project, duplex, townhouse project, apartment house, or mobile home park, irrespective of whether residence therein is transient, temporary or permanent, such that all Residential Units dispose of Solid Waste and/or Recyclable Materials in a communal Bin(s) at centralized locations.

1.2.37 Oil Waste. "Oil Waste" means used motor oil and used oil filters.

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1.2.38 NPDES Program Fee. "NPDES Program Fee" means the annual fee established by the City and collected from the Franchisee to fund the administrative and related costs of the City to achieve compliance with the Clean Water Act of 1972, including those portions governing the National Pollutant Discharge Elimination System enacted to eliminate discharges into the Nation's waterways, including storwaters, and the rules, regulations and other mandates promulgated by the Los Angeles Regional Water Quality Control Board and other governmental entities to comply therewith and with other similar Federal and State laws, which Fee is further described in Section 3.4, "Storwater Program."

1.2.39 Owner. "Owner" means the person, organization or corporation holding the legal title to the real property constituting the Premises to which solid waste management services are provided or required to be provided. For the purposes of provisions in this Agreement pertaining to the sending of notices, billings or other communications by Franchisee to an Owner, Franchisee may regard as the Owner the person, organization, corporation or other entity shown in the records of the Assessor of the County or as may be indicated by documents recorded in the Office of the Recorder of the County.

1.2.40 Premises. "Premises" means any parcel of land, building(s) and/or structure(s), or portion thereof, in the City where Municipal Solid Waste is produced, generated or accumulated and which is billed as one customer or one Multi-Family complex.

1.2.41 Proposition 218. "Proposition 218" means Articles XIIIC and XIIID of the California Constitution and any implementing legislation promulgated thereunder, as may be amended from time to time.

1.2.42 Recyclable Container. "Recyclable Container" shall mean any Bin or Cart provided by the City or Franchisee for the collection of Recyclable Materials.

1.2.43 Recyclable Materials. "Recyclable Materials" means any product salvaged or collected for the purpose of reprocessing or remanufacturing including, but not limited to, glass, newsprint, aluminum, cardboard, plastics or metal.

1.2.44 Residential Unit. "Residential Unit" shall mean any individual dwelling unit used for or designated as a single-family residential as either (i) a Single Family Unit or (ii) a single unit in a Multi-Family Unit.

1.2.45 Single-Family. "Single-Family" means Premises used or designated for residential use and consisting of four (4) or fewer Residential Units, such that each Residential Unit receives its own set of Carts and individual curbside collection services therefore.

1.2.46 Solid Waste. "Solid Waste" means all solid wastes generated by residential, commercial, and industrial sources, and all solid waste generated at construction and demolition sites, and at treatment works for water and waste water, which are collected and transported under the authorization of the City or are self-hauled by residents or contractors. Municipal Solid Waste does not include agricultural crop residues, mining waste and fuel extraction waste, forestry wastes, ash from industrial boilers, furnaces and incinerators or Hazardous Waste, any waste which is not permitted to be disposed of at a Class III landfill and

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which fall within the definition of "Nonhazardous Solid Waste" set forth in Title 23, Chapter 15, Section 2523(a) of the California Code of Regulations as amended or designated Class II wastes.

1.2.47 Storwater Programs. "Stormwater Programs" means and includes, but are not limited to, education of customers, street sweeping and sidewalk cleaning, bus shelter cleaning, promotional activities, recycling and other Waste Diversion efforts, and waste water treatment.

1.2.48 Source Reduction. "Source Reduction" means the process of reducing the amount of waste produced by the person or organization generating such waste. Source Reduction occurs through the use of alternative goods and products and/or the reuse of goods and products.

1.2.49 Source Separated. "Source Separated" describes the segregation, by the generator, of materials designated for separate collection for some form of materials recovery or special handling.

1.2.50 Term. "Term" means the effective period of this Agreement as defined in Section 4.1.

1.2.51 Tipping Fee. "Tipping Fee" is the common name for and has the same meaning as Disposal Fee.

1.2.52 Waste Diversion or Diversion. "Waste Diversion" or "Diversion" means to divert from Disposal Sites or transformation facilities (including incineration, pyrolysis, distillation, gasification or biological conversion) through source reduction, Recycling and composting, as provided in Section 41780 of the Act, provided that "Divert" or "Diversion" shall include delivery to transformation facilities if the overall Diversion achieved by the Town is at a level where delivery to such facilities shall be considered Diversion pursuant to the California Integrated Waste Management Act of 1989 (Public Resources Code Sections 40000 *et seq.*

1.3 Delegation of Authority. The administration of this Agreement by the City shall be under the supervision and direction of the Chief Administrative Officer and the actions specified in this Agreement shall be taken by the Chief Administrative Officer and/or his or her designee.

ARTICLE II
FRANCHISE DOCUMENTS

2.1 Documents. The Franchise Documents consist of Chapter 8.24 as the same exists or may be amended in the future of the Municipal Code of the City of Bell, this Agreement, and the work plan component of the proposal response of the selected firm awarded the Franchise (attached as Exhibit "C" hereto). All of the provisions of the Franchise Documents are incorporated and made a part of this Agreement as though set forth in full. Nothing shall prevent the City from amending Chapter 8.24 of the Municipal Code or from adopting such other and further legislation as the City deems necessary or appropriate; provided, however, that the City shall give Franchisee ten (10) days, notice prior to considering any amendment to Chapter 8.24, if such amendment would affect costs of revenue under this Agreement; provided, however, failure to give such notice shall not invalidate the amendment.

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ARTICLE III
GRANT OF FRANCHISE; SCOPE OF FRANCHISE; EXCLUSIONS

3.1 Grant of Franchise.

3.1.1 General Grant. The City grants to Franchisee and Franchisee shall have during the Franchise Term, the exclusive franchise, right, license and privilege (except as provided in Section 3.2 below) to engage in, the business of collecting and transporting all Solid Waste and Recyclable Materials generated within the City of Bell. It is expressly understood that the Solid Waste management business is conducted by Franchisee and not City, and while City grants the right to conduct the business within the terms of this Agreement, the Franchisee must determine what personnel to employ, terms and conditions of employment, what equipment to utilize and at what cost, rates and charges to establish for customers and all methods, costs, obligations and mechanisms to undertake the terms of the franchise.

3.1.2 Duty. To the extent that the franchise granted hereby is exclusive, it shall be so only if Franchisee is and shall be at all times ready, willing and able to perform its obligations under this Agreement, including but not limited to, collecting, transporting and disposing of all Solid Waste generated within the City in accordance with the provisions of this Agreement and all applicable laws, rules and regulations.

3.1.3 Annexations. This Agreement shall extend to any territory annexed to the City during the Term that is not covered by an existing Solid Waste permit, license, agreement or franchise granted by another public entity shall be added hereto, except to the extent that collection by Franchisee within that annexed territory would violate the provisions of Public Resources Code Section 49520. In such event, this Agreement shall become effective as to such area at the earliest possible date permitted by law, and City agrees that it shall cooperate with Franchisee to fulfill any requirement necessary for Franchisee to serve the annexed area consistent with this Section 3.1.3.

3.2 Scope of Franchise; Mandatory Service And Exclusions. The franchise granted to Franchisee shall be exclusive within City limits such that Franchisee shall be the sole provider of general Solid Waste and Recyclable Materials hauling services to City residents and businesses. To this end, at all times during the Term of this Agreement the City shall require the Owner of each Single-Family Residential Unit, Multi-Family Residential Unit, Commercial Unit and Industrial Unit where Solid Waste is produced to subscribe to the collection service provided for in this Agreement and in Chapter 8.08 of the Municipal Code. The hauling services franchise herein granted shall be subject to the following exclusions:

3.2.1 Intergovernmental Immunity. All (i) universities, (ii) school districts, (iii) other State agencies, (iv) any other governmental entity that is not subject to the City's police powers, and (v) the exclusivity provisions of any ordinance to be adopted by the City;

3.2.2 Self Hauling Exclusions. Self-hauling by City residents and contractors within the City who may elect to opt out of the services provided for by the Franchisee include the following:

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(a) *Construction and Demolition Waste.* The collection, recycling and/or disposal of Construction and Demolition Waste from Customers through the use of debris boxes or other Bins by a licensed contractor (e.g. a roofing contractor) performing work within the scope of the contractor's license, using equipment owned or leased by the contractor, is not within the scope of this Agreement. In addition the collection, recycling, and/or disposal of Construction and Demolition Waste that requires the use of am affixed container or other specialty vehicles not provided by the Franchisee is also not within the scope of this Agreement. All excluded contractors or specialty vehicle operators must operate in accordance with all governing laws and regulations and submit reports required by City in order to legally haul in the City of Bell; and

(b) *Gardeners and Landscapers.* This Agreement shall not prohibit gardeners and landscapers from collecting, transporting and composting or disposing of Green Waste, as long as they transport such Green Waste to a Green Waste Processing Facility, or other site permitted (or exempt from permitting) by CalRecycle, or its successor agency, in accordance with all governing laws and regulations and submit reports required by City; and

(c) *Sale or Gift of Recyclable Materials.* This Agreement does not prohibit any person from selling Recyclable Materials or giving Recyclable Materials away to persons or entities other than the Franchisee; however, in either instance: (1) the Recyclable Materials must be segregated from and not mixed with Solid Waste; and (2) the segregated solid waste material cannot have a contamination level of greater than 10%, measured by weight or volume. Specifically "contamination" would encompass any putrescible or non-putrescible material not specifically targeted for segregation. A discount or reduction in price for collection, disposal and/or recycling services for any form of unsegregated or segregated Solid Waste, regardless of contamination level, is not a sale or donation of Recyclable Materials and such Solid Waste does not qualify for this exception; and

(d) *Other Services; Niche Recycling Services.* City reserves the right to enter into agreements with other entities for the collection, recycling, and disposal services not provided for in this Agreement, including but not limited to catch basin clean-outs, household hazardous waste collection, and "niche" recycling services which Franchisee does not currently provide; and

(e) *Recyclable Materials Drop Off.* Recyclable Materials not "discarded" by an Owner of Premises which is disposed of at legally mandated public redemption centers that comply with all reporting and other requirements imposed by any political entity having jurisdiction over those redemption centers; and

(f) *Emergency Collections.* The casual or emergency collection, removal, disposal or Diversion of Solid Waste by the City through City officers or employees in the normal course of their employment; and

(g) *Legally-Required Exemptions.* Other collection, removal or disposal activities required to be exempt from mandatory franchise services pursuant to law, or entities exempt from such franchise pursuant to State or Federal law, including but not limited to Non-City governmental entities located within City boundaries.

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3.3 **Franchise Fee**. Franchisee shall pay a monthly fee to City equal to Ten Percent (10%) of Gross Receipts collected the preceding month for any franchise service, or related service, provided under this Agreement. This franchise fee is not subject to any percentage reduction or "net-of-fees" computation without the express approval of the City Council. Franchise Fee fees are due 30 days after each preceding month's end, up to and including the final month of this Agreement. Any under-payment or non-payment of franchise fees is subject to a late payment penalty of 1 ½% per month, or any fraction of a month beyond the prescribed due date. This is an agreed upon penalty that is cumulative upon any balances owing or subsequently found as owing through audit or other means.

3.4 **NPDES Program Fee**. In addition to the Franchise Fee required to be paid by Franchisee as provided in Section 3.3, Franchisee shall pay an NPDES Program Fee monthly to the City. This NPDES Program Fee shall be equal to ten percent (10%) of Franchisee's Gross Receipts and payable to the City under the definitions, terms, and conditions applied to the Franchise fee in Section 3.3. Regulations promulgated by the Los Angeles Regional Water Quality Control Board under the Federal Clean Water Act mandate that cities and their residents must take additional steps to prevent contaminated water runoff. Consistent with the City's current NPDES programs, funds collected through this NPDES Program Fee will be applied toward the City's Stormwater Programs to prevent and/or reduce the contamination of storm drain runoff water. Examples of efforts by the City may include, but are not limited to, education of customers, street sweeping and sidewalk cleaning, bus shelter cleaning, promotional activities, recycling and other Waste Diversion efforts, and waste water treatment.

3.5 **Curbside Recycling Fee.** Franchisee shall pay an amount equal to 30% of the Gross Receipts or other compensation received regardless of form it derives from the sale, barter, or otherwise obtains due to the Franchisee's status as operator of the City of Bell's curbside recycling program. Such payments will be made to the City on a quarterly basis, 30 days after each preceding quarter, up to and including the final quarter of this Agreement. Such payments are to be accompanied by data in a report form as designated by the City. Under-payment or non-payment shall also be subject to the 1 ½% penalty as established in Article 3.3 hereto.

3.6 **Annual Program Fees**. Franchisee shall make the following annual payments to the City on the anniversary date of the Effective Date this Agreement. Failure to make annual payments on the prescribed date is considered a material breach of this Agreement:

(a) *AB 939 Program Fee.* An "AB939 Program Fee" in the amount of one percent (1%) of Franchisee's Gross Receipts is to be remitted by the Franchise on an annual basis to reimburse the City for costs related to compliance with State recycling mandates, public education, City staff expense for oversight and review of Franchisee recycling activities, and the cost of professional consulting services determined as necessary and/or beneficial by the City.; and

(b) *Performance Audit Program Fee.* An annual payment in the amount of one percent (1%) of Franchisee's Gross Receipts for a third-party review and audit of Franchisee performance, record keeping, and fee calculations. Such an audit will verify the accuracy of franchise and curbside recycling fee payments as well as the Franchisee's

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implementation of programs, maintenance of records, and general compliance with the terms of this Agreement.; and

(c) *Hazardous Waste Program Fee.* An annual payment in the amount of one percent (1%) of Franchisee's Gross Receipts to offset City costs for programs related to water quality, illegal dumping, household hazardous waste, electronic and universal wastes, and/or medical waste/medications.

3.7 **Accompanying Information**. Each payment of the Franchise Fee and Curbside Recycling Fee shall be accompanied by a statement setting forth the Franchisee's computations and the total of fee due. Each statement shall include the following certification executed by an officer of the Franchisee: "I hereby certify that the foregoing statement is made by me, that I am authorized to make such statement, and that, to the best of my knowledge and belief, it is true, correct and complete."

ARTICLE IV
TERM OF AGREEMENT

4.1 **Term And Franchise Term**. The term of this Agreement shall commence on the Franchise Start Date (midnight, July 1, 2012) and continue until June 30, 2019 (the "Term"). The City and the Franchisee may mutually consent to extend this Agreement by three additional one-year periods, thus creating a maximum ten-year Term.

4.2 **Conditions to Effectiveness of Agreement**. The following actions shall constitute conditions precedent to the effectiveness of this Agreement:

(a) The approval, execution and effectiveness of this Agreement shall have been successfully completed as described in Section 1.2.20 hereof; and

(b) In exchange for a the City granting the franchise pursuant to this Agreement, Franchisee shall pay to City a one-time administrative fee, to be paid no later than fifteen (15) days from execution of the Franchise Agreement by Franchisee, to reimburse the City for all costs related to the preparation of the Request for Proposals that led to the selection of the Franchisee, and the City's legal fees (attorneys' fees and costs) and professional fees (consultant fees and costs), incurred in the negotiation, research and drafting of this Agreement which amount shall be Forty Thousand Dollars ($40,000) (the "Fee Payment").

4.3 **Representations and Warranties of Franchisee**.

4.3.1 Corporate Status. Franchisee, doing business as _____, a company duly organized, validly existing and in good standing under the laws of the State of California. Franchisee is qualified to transact business in the State of California and has the corporate power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

4.3.2 Corporate Authorization. Franchisee has the authority to enter into and perform its obligations under this Agreement. The Board of Directors of Franchisee (or the shareholders if necessary) have taken all actions required by law, its articles of incorporation, its

bylaws or otherwise, to authorize the execution of this Agreement. The persons signing this Agreement on behalf of Franchisee have authority to do so. Entering into this Agreement does not violate any provision of any other Agreement to which Franchisee is bound.

4.3.3 No Criminal Convictions. Franchisee represents and warrants that none of its officers or directors have been found guilty of felonious conduct, bribery of public officials, fraud, deceit, false claims, racketeering or illegal transport or disposal of Hazardous Waste. The term "found guilty" shall be deemed to include any judicial determination of guilt including, but not limited to, pleas of "guilty", "nole contendere", "no contest" or "guilty to a lesser charge" entered as part of a plea bargain.

4.3.4 No Prior Terminations for Misconduct. Franchisee represents and warrants that no prior agreement to which Franchisee was a party was terminated for misconduct or cause by the Franchisor.

4.3.5 Accuracy of Representations. The representations and warranties made by Franchisee in this Section 4.3 above are true and correct on and as of the Effective Date of this Agreement.

4.4 Extension of Franchise for Bid Process. Franchisee agree to comply with Section 11.12 herein by executing a temporary extension of services under this Agreement at then prevailing rates for a period up to one year after the end of the Term, and to comply with the other requirements of Section11.12, in order to permit the City a reasonable time to conduct a bid process for new Solid Waste management services.

ARTICLE V
SERVICES OF FRANCHISEE

5.1 General Standards. The work to be performed pursuant to this Agreement shall include the furnishing of all supervision, labor, materials, equipment, tools, expertise and any other items necessary to perform the services described in this Agreement. All work shall be accomplished in a courteous, thorough and workmanlike manner and adhere to the highest standards consistent with the best practice in the industry.

5.2 Standards of Performance.

5.2.1 Availability of Franchisee. Franchisee has established, and shall continue to maintain a local office for the purpose of receiving customer payments and handling customer inquiries, orders and complaints. The "local" office must remain in a location within fifteen (15) miles of the City boundary and having the same telephone area code as that existing in the City. The local office shall be open to the public between the hours of 8:00 a.m. to 5:00 p.m., five (5) days per week, Monday through Friday, Holidays excepted. A representative of Franchisee shall be available during office hours for communication with the public at such local office. Additionally, the Franchisee shall continue to employ the services of a telephone answering exchange for calls during non-business hours and provide a telephone system sufficient and adequate to handle calls during peak periods. The Franchisee shall provide the City's Chief Administrative Officer and the City's Police and Fire Departments with any updated emergency

telephone numbers. Franchisee shall have a representative or answering service available at said telephone number during all hours other than normal office hours.

5.2.2 Citizen Complaints. The Franchisee shall respond to all complaints within twenty-four (24) hours and shall exercise due diligence to resolve all complaints. The City may, but is not obligated to, respond to complaints that have not been resolved within twenty-four (24) hours and may charge the Franchisee for the actual costs incurred therefor. In connection herewith, Franchisee shall adequately staff its telephone system so that it is capable of handling all calls during peak business hours.

5.2.3 Record of Complaints. Franchisee shall maintain a record of all complaints received by mail, by telephone or in person (including date, name, address of complainant and nature of complaint) for a period of three (3) years. Franchisee will maintain records listing the date of consumer complaints, the customer, describing the nature of the complaint or request, and when and what action was taken by the Franchisee to resolve the complaint.

5.2.4 Disputes. Disputes between the Franchisee and its customers regarding the services provided in accordance with this Agreement may be resolved by the City; provided, however, the City shall not be obligated to resolve any such disputes. The City Council by resolution may prescribe the procedures for processing customer complaints. The City's decision shall be final and binding unless challenged in a court of competent jurisdiction.

5.2.5 Record of Non-Collected Materials. The Franchisee shall notify customers in the event any item left for disposal is not picked up. Said notification shall be in writing, state Franchisee's telephone, address and shall give the reason for non-collection. Reasons for non-collection may include, but are not limited to the following: containers inaccessible to Franchisee (after Franchisee has made a reasonable effort to secure access); improper container; container overfilled; heavy container; or, the container includes Hazardous Waste. The Franchisee shall maintain a record of all items not collected and provide a copy of said record to the Chief Administrative Officer or his or her designee on a monthly basis.

5.2.6 Property Damage Caused by Franchisee. The Franchisee shall be responsible for the cost of repairing any property damaged by the negligent or intentional conduct of its employees or agents.

5.2.7 Quality of Service Surveys. The City requires that the Franchisee provide at its own expense, twice annually a "quality of service" survey of Franchisee's customers during the term of the Agreement. Prior to finalizing the survey form, the City shall review the survey with the Franchisee. Results of the quality of service survey shall be reviewed with the Franchisee and used to discuss improvements in service delivery.

5.2.8 Collection Route Audits. The City reserves the right to conduct audits of Franchisee's collection routes. The Franchisee shall cooperate with the City in connection therewith, including permitting City employees or agents, designated by the City, to follow behind the collection vehicles, and/or to dump the loads from targeted collection routes at a material recovery facility designated by the City, in order to determine waste composition. The

Franchisee shall have no responsibility or liability for the salary, wages, benefits or worker compensation claims of any person designated by the City to conduct such audits. The Franchisee will required to pay the tipping fee at a City designated material recovery facility, for the purposes of a route audit, up to the amount contractually paid by the Franchisee at the designated material recovery facility authorized under this Agreement. It will be the City's responsibility to pay any additional tipping fees.

5.2.9 Curbside Recycling Audits. Franchisee is required to conduct quarterly waste composition audits, at no charge to the City, of the solid waste collected from residents in curbside recycling containers. The purpose of this audit is to establish the materials, and their relative percentages by weight, in the residential curbside waste stream. The City and/or its designee shall have the right to be present to oversee the Franchisee while this audit is conducted.

5.2.10 "On-Call" Equipment and Personnel. During normal business hours, the Franchisee shall have "on-call" at least one (1) truck to handle called-in pick-ups or missed collections. After normal business hours, the Franchisee shall have "on-call" the necessary manpower and equipment to respond to customer emergencies that are an immediate threat to life or property. Franchisee's on-call equipment and personnel shall also be available to assist the City with debris collection and removal within a reasonable time resulting from emergencies and natural disasters, excepting that nothing in this Section shall require Franchisee to collect, haul or dispose of waste that Franchisee is not permitted to handle.

5.2.11 Emergency Services. Franchisee shall assist City in the event of terrorist attack or major disaster, such as an earthquake, storm, riot or civil disturbance, by providing collection vehicles and drivers normally assigned to the City, at Franchisee's actual costs. Franchisee shall cooperate with City, county, State and Federal officials in filing information related to a regional, State or Federally-declared state of emergency or disaster or terrorist attack as to which Franchisee has provided equipment and drivers pursuant to this Agreement.

5.3 Hours of Operation.

5.3.1 Residential Hours. Collection services at each Single-Family Residential Unit and Multi-Family Residential Unit shall not start before 7:00 a.m. nor continue after 5:00 p.m. of any day.

5.3.2 Commercial Hours. Collection services at Commercial and Industrial Units shall not start before 7:00 a.m. nor continue after 5:00 p.m. of any day.

5.3.3 Revisions to Hours. City may, from time to time, revise the collection hours specified in Sections 5.4.1 and 5.4.2 of this Agreement by duly adopted resolution.

5.4 Residential Collections.

5.4.1 Residential Service. Collection service for Single-Family Residential Units and Multi-Family Residential Units shall occur at least once per week on a schedule approved by the Chief Administrative Officer. Holiday make-up collections shall occur within one business day of the Holiday on which pickup was not performed.

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5.4.2 Collection Quantities. The basic service level and rates specified in the Compensation Schedule shall be the default collection quantity. For single-family residential customers, and multi-family customers as designated by the City, that is the designated 95 gallon refuse, 64 gallon recycling, and 64 gallon green waste Carts listed therein. For multi-family, commercial, and industrial customers that is a three-cubic-yard bin. Collection of lesser or additional collection quantities, including the use of alternatively sized containers shall be the right of the Franchisee's customers, provided the container size is listed in the Compensation Schedule and ascribed a specific franchise rate, and that any lesser service collection quantity is reasonably compatible with the customer's waste generation quantities. The City shall be the ultimate arbiter of collection quantity disputes between the Franchisee and its customers.

5.4.3 Containers.

(a) *Multi-Family Containers & Collections.* Multi-Family complexes utilize one or more Provided Container(s) (generally at least one Bin for Solid Waste) located at a central on-site location and shared by multiple Residential Units. The location of containers and the location for automated collection therefrom in Multi-Family complexes shall be mutually-agreed as between the Multi-Family site management and Franchisee, excepting that any storage or placement of Multi-Family containers in public streets or rights-of-way shall be subject to the prior written approval of the City. Multi-Family complexes consisting of five (5) units or more are required to recycle pursuant to AB 341 (2011) and must either utilize Recyclable Containers or subscribe to refuse collection service that includes material recovery facility processing of all said refuse.

(b) *Residential Containers & Collections.* Automated collections for residential units (i.e., stand-alone Single-Family Units or Multi-Family units designated by City as eligible for Cart services) shall be made from the curbside or from alleyways adjacent to the Residential Unit. Residents may elect to place containers at an alternate collection location, if approved by City, provided that the placement and retrieval of containers complies with the requirements of the Municipal Code. Each Single Family unit shall receive from City, at a minimum, one Solid Waste Cart, one Recyclable Cart, and one Green Waste Cart.

5.4.4 Public Outreach Programs And New Billing Services for Residents. Franchisee shall implement a City-approved Bi-Lingual (English/Spanish) public outreach to coincide with the start of Residential Unit service. This public outreach must clearly establish the new billing procedures, explain the billing format, clearly describe the customer's responsibilities, and provide a toll-free customer service number for the Franchisee. In addition, Franchisee shall establish and maintain all public educational programs and efforts in Bi-Lingual (English/Spanish format, including the following:

(a) *City-Wide Newsletter.* Franchisee shall prepare a semi-annual newsletter to be distributed to all residents in the City subscribing to Franchisee's hauling services. The City-wide newsletter shall be mailed to Franchisee's customers within two months of the anniversary date of this Agreement, and approximately six months thereafter, and shall be subject the review and approval by the City prior to each distribution. The newsletter shall discuss various important topics in waste management, including but not limited to local Recycling programs, proper household waste and oil waste management, source reduction

opportunities, and important developments in waste management practices that are pertinent to City residents.

(b) *Franchisee Website.* Franchisee shall develop and maintain an up-to-date website about Franchisee, its services, the parameters of any Recycling or source reduction programs administered by Franchisee, and a description of any methods by which residents can contribute to higher levels of Recycling and source reduction.

(c) *Bulky Waste Program.* Franchisee shall implement that Bulky Waste outreach programs described in Section 5.7 hereof.

(d) *Waste Diversion Outreach.* Franchisee shall implement those educational efforts regarding Waste Diversion and strategies therefore as described in Section 6.6 hereof.

(e) *Billing Changes.* Franchisee will implement a new billing services as described in Section 9.5 hereof. Franchisee shall give all customers at least two (2) written notifications over a sixty (60) day period prior to commencing such billing. The notices shall be reviewed and approved by the City.

(f) *Household Hazardous Waste and Oil Waste.* Franchisee shall implement public outreach efforts regarding Household Hazardous Waste and Oil Waste established in cooperation with the City. Such effort will include not less than two general mailing each year of City approved billing inserts publicizing household hazardous waste and oil waste collection events.

(g) *Billing Inserts.* Franchisee shall include any City requested billing insert, at no cost to the City or any customer of the Franchisee, for the term of this Agreement, provided said insert does not increase the Franchisee's cost of postage.

5.4.5 Collection Schedule.

(a) *Notice of Residential Collection Schedule.* Once annually, Franchisee shall provide written route schedules and maps of the routes to the City's Chief Administrative Officer.

(b) *Changes in Residential Collection Schedule.* Any changes in the route schedule shall require the prior written approval of the Chief Administrative Office. City may require changes in the route schedule for among other things, to improve service or resolve complaints. Prior to the change of a route schedule, Franchisee shall provide written notice of the change to affected customers thirty (30) days in advance.

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5.5 Commercial and Industrial Collections.

5.5.1 Frequency of Commercial and Industrial Service. Commercial and Industrial Units shall be provided with a minimum one-time weekly collection. Commercial and Industrial Units may share containers with neighboring business establishments provided that all sharing units share the same Premises.

5.5.2 Commercial and Industrial Collection Locations. Unless expressly instructed by the City, Franchisee shall provide containers only to those Commercial or Industrial Units that provide an appropriate location for such container in accordance with the Municipal Code.

5.6 Temporary Services. Temporary Bin service and temporary Cart services (i.e., a Container delivered to a residential, commercial, or industrial site for the collection and removal of Solid Waste or debris) shall be provided at the frequency and location desired by the customer in accordance with the requirements of the Municipal Code.

5.7 Collection of Bulky Waste.

5.7.1 Residential Bulky Waste. Franchisee shall provide Bulky Waste collection to both single and multi-family residential customers, at no additional charge, on a once per month basis. As noted in section 1.2.6 of this Agreement, Bulky Waste as defined by the City shall include electronic and universal waste items. A Customer shall have the right to twelve (12) Bulky Items pickups per year, with up to five (5) items per pickup. Such pickups shall take place on a scheduled collection day each month (i.e. last Saturday of the month) so as reduce resident confusion. Franchisee will establish the bulky waste collection schedule with the Chief Administrative Officer prior to each contract year. Franchisee will include this schedule of bulky waste collection in their residential customer billings.

5.7.2 Special Bulky Waste Collections. The Franchisee will also provide a bulky item service call-in program, provided the resident receives such service within 48 hours of initial contact or on the specific day they are instructed to place their item(s) out for collection. The resident shall be charged a fee for such service as described in Exhibit "A."

5.7.3 Abandoned Bulky Waste Collections. Franchisee shall collect and remove at no charge any abandoned bulky waste items dropped in City public right-of-way areas, at City parks, and other public locations. Collection shall be made within 24 hours of notice by the City or a customer of the Franchisee. City expects that the Franchisee will provide a suitable collection vehicle and have such vehicle available to perform needed collections for up to three hours per day, Monday through Friday, between 7:00 a.m. and 4:00 p.m., with no service on holidays.

5.8 Christmas Tree Pickup. Franchisee agrees to collect Christmas trees at no additional charge to residents for a four (4) week period beginning December 26th of the applicable calendar year.

5.9 Free Service to City Facilities. The Franchisee shall collect not less than once per week, at no cost to the City, all Solid Waste, Green Waste and Construction and Demolition

Debris from City Hall (6330 Pine Avenue), the City Maintenance Yard (5320 Gage Avenue), and the City Community Center (6250 Pine Avenue), or such other locations as the City may additionally designate, utilizing container sizes and following a collection schedule as determined by the City.

5.10 **Development Review.** Franchisee, upon City's request, shall assist the City in the review of applicants' plans for projects covered by Public Resources Code § 42911, including commercial and multi-family projects, to provide for effective and economical accumulation and collection of Solid Waste, Organic Waste and Recyclable Materials.

5.11 **Good Corporate Citizenship.** Franchisee's commitment to good corporate citizenship as the holder of an exclusive franchise in the City is set forth in Exhibit "D."

ARTICLE VI
WASTE DIVERSION.

6.1 **Solid Waste Diversion**. AB 939 currently sets the directive of diverting fifty percent (50%) of the City's Solid Waste. If the City fails to implement its required plans to achieve the aforementioned directive under AB 939, the California Integrated Waste Management Board ("Board") may impose administrative civil penalties of up to TEN THOUSAND DOLLARS ($10,000.00) per day until the City implements its plans. The City requires the franchisee to meet or exceed this State mandate by diverting fifty percent (50%) of the solid waste collected under this franchise agreement. Furthermore, City anticipates that the State Legislature will adopt new legislation that will increase the minimum diversion requirement. Upon the effective date of any new legislation that affects the diversion requirements currently imposed by AB 939, Franchisee agrees to implement a revised or new diversion program meeting such amended legislative requirements. Failure to implement an amended Diversion program based upon new State legislation mandating waste diversion levels shall constitute a default of this Agreement.

6.2 **Construction and Demolition Waste Diversion**. In addition to meeting the solid waste diversion requirements of 6.1 above, City wishes to meet the construction and demolition waste diversion goals established by SB 1374 (2002) and the California Green Building Code (2011) by diverting 75% of construction and demolition waste materials. The Franchisee is required to meet a 75% diversion level for all construction and demolition wastes collected under this Agreement. A good faith effort exemption may be granted to the Franchisee by the City on a project-by-project basis.

6.3 **Waste-to-Energy Diversion**. As directed by the City, Franchisee shall take residue from the processing of refuse to a waste-to-energy facility so that the City receives the maximum allowable diversion or disposal avoidance credit available through CalRecycle or its successor agency.

6.4 **SHARPS Diversion**. Franchisee shall provide mail-in containers to residents requesting such containers for the purpose of properly disposing of medical needles or other wastes defined as SHARPS by CalRecycle or its successor agency. This service shall be known as the "SHARPS Program" and will be provided at no cost to the City or its residents. Franchisee

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shall publicize the SHARPS Program in all semi-annual newsletters and on its website to ensure that City residents are aware of this program and how to participate.

6.5 Maintenance of City AB 939 Programs. The Franchisee shall be responsible to maintain all of the City's AB 939 programs established within franchised service by this Agreement.

6.6 Franchisee Waste Diversion Responsibilities.

6.6.1 Cooperation and Education. The Franchisee shall cooperate with the City's efforts to develop and implement public education and information programs designed to promote Source Reduction, Recycling and other waste reduction activities in general as well as specific Waste Diversion strategies. Franchisee shall have a bi-lingual (English/Spanish) public education program in place where it will distribute flyers and leaflets to residences of the City (free of charge) and the Franchisee will visit schools and make presentations on the proper disposal of waste and the importance of Recycling.

6.6.2 Implementation of Strategies and Penalties. The Franchisee shall implement the strategies jointly developed and agreed to by the Parties. If Franchisee's failure to perform its obligations under this Section 6.6 results in the imposition of penalties against the City pursuant to the provisions of AB 939, Franchisee shall reimburse the City for such fine within thirty (30) days of imposition of such fine or penalty. City acknowledges that to meet the mandates of AB 939, additional and significant legislation affecting the disposal of Solid Waste not covered by this Agreement may be required.

6.6.3 Waste Diversion Reporting Requirements. The Franchisee shall comply with the Waste Diversion reporting requirements established by the City. Franchisee shall provide City with quarterly reports in a form acceptable to the City and adequate to meet City's reporting requirements to CalRecycle on compliance with AB 939, including a breakdown of the tons collected, tons diverted, and tons disposed, by service type prescribed by this Agreement. Franchisee further agrees to provide program specific data required by the City to meet reporting requirements to any Federal, State, or local entity having the authority to request such data.

6.6.4 Meet and Confer Process. If Franchisee fails to divert the required amount of the City's Solid Waste, as described in this Agreement, Franchisee and City shall meet and confer to develop a revised or new diversion program. If the City and Franchisee fail to agree on a revised or new diversion program within one hundred twenty (120) days of commencing the meet and confer process (which date may be extended by mutual written agreement), notwithstanding anything to the contrary contained herein, City may elect, in its sole discretion, to terminate this Agreement on ninety (90) days written notice. Franchisee agrees to continue performance under this Agreement until City hires a new contractor.

6.7 Recycling Program.

6.7.1 Recycling Containers. Franchisee shall conduct a single stream commingled collection of Recyclable Materials. One 64 gallon container shall be used at each Residential Unit receiving curbside service for collection of commingled Recyclable Materials ("Recyclable Container"). Every Recyclable Container shall be clearly labeled. Residential Units

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shall place all Recyclable Materials within such Recyclable Containers as directed by the Franchisee; to this end, concurrent with Franchisee's delivery of a Recyclable Container to any Residential Unit, Franchisee shall provide instructions on the use of the Recyclable Container. Franchisee shall, at no charge, replace any containers which become unusable by reason of normal conditions of wear and tear.

6.7.2 Ownership of Solid Waste and Recyclable Materials. Except as otherwise provided by law, once Solid Waste, Refuse, Recyclable Materials and/or Green Waste have been collected by Franchisee, ownership transfers to Franchisee. Franchisee is hereby granted the right to retain, recycle, compost, dispose of and otherwise use such waste, or any part thereof, in any lawful fashion or for any lawful purpose desired by Franchisee. Subject to the provisions of this Agreement, and excepting any material which is not a waste material and which was inadvertently discarded, Franchisee shall have the right to retain any benefit or profit resulting from its right to retain, recycle, compost, dispose of or use the refuse which it collects. Solid Waste and any other material which is disposed of at a Disposal Site or sites (whether landfill, transformation facility, transfer station or material recovery facility) shall, as between the City and Franchisee, remain the responsibility of the Franchisee, and Franchisee shall retain ownership of the same.

6.7.3 Recycling Frequency. Franchisee shall collect Recyclable Materials from Residential Units once each week from containers. Franchisee shall collect Recyclable Materials from Multi-Family Residential Units, Commercial and Industrial Units at a reasonable frequency to be determined by the Franchisee.

6.7.4 Residential Recycling Location. Franchisee shall collect Recyclable Materials set out in Recyclable Containers by Residential Units or City-designated Multi-Family Units from the curb or other Franchisee-approved location.

6.7.5 Recycling Revenues. Franchisee shall be entitled to all revenue produced from the sale of Recyclable Materials collected, salvaged or purchased by Franchisee; provided, however that thirty percent (30%) of any Gross Receipts, revenues, or other compensation in any form received by the Franchisee related to the City's curbside recycling program, shall be paid by Franchisee to the City. Furthermore Recycling Revenues are not considered Gross Receipts subject to City Franchise Fees.

6.7.6 Franchisee As Authorized Recycling Agent. City hereby designates Franchisee as its authorized recycling agent for the purposes of conducting recycling activities within the City pursuant to the terms of Public Resources Code Section 40105. Notwithstanding the foregoing, Franchisee at all times shall be and remain independent from the City.

ARTICLE VII
MATERIALS RECOVERY FACILITIES FOR RECYCLABLE PROCESSING.

7.1 General. As part of its approved work plan, (attached as Exhibit "C" hereto), Franchisee has described all proposed facility names, SWIS number and addresses where materials will be delivered and sorted and the Tipping Fees have been calculated based on said description. Franchisee has included the type of permits for the facility (i.e. certified to receive

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recyclable materials, household refuse, etc.) and stated the permitted total tonnage allowed (capacity) at facility per day and current tonnage of materials received. Franchisee may continue to use those Disposal Site services and Materials Recovery Facilities services for the process of all Recyclable Materials. The provisions hereunder shall apply if Franchisee seeks to change an approved Disposal Site.

7.2 **Changes to Disposal Site**. Should Franchisee determine to change service providers for Disposal Site services and/or Materials Recovery Facilities services, or should Franchisee materially change the scope of Disposal Site services and/or Materials Recovery Facilities services utilized by it, then the City reserves the right, in its sole discretion, to require Franchisee to put such services to a competitive bid process. The City further reserves the right, in its sole discretion, to require Franchisee to competitively bid Disposal Site services and Materials Recovery Facilities services for the processing of all Recyclable Materials once every five (5) years commencing from the Effective Date hereof.

7.3 **Competitive Bid Process**. In any competitive bid process, separate bid documents may be prepared for Commercial Industrial and Residential Unit waste streams at the discretion of Franchisee. Franchisee shall conduct the bidding process, provided the City shall be allowed to review the bid documents and prospective bidder's list a minimum of two (2) weeks prior to being sent out to bid. City shall submit any written comments to the bid documents within ten (10) days of receipt of such documents from Franchisee and the Franchisee shall revise the bid documents to reflect the City's comments. Franchisee shall provide bid documents to any additional Disposal Sites or Materials Recovery Facilities requested by the City. Bidders must be allowed a minimum of three (3) weeks to submit a bid. Franchisee shall provide the bids to the City for review. The bids shall show the bid prices broken down to show separately the revenue per ton of Recyclable Materials and processing costs. Franchisee shall show transportation costs (defined as cost per mile multiplied by distance to the Disposal Site or Materials Recovery Facility) to each facility submitting a bid.

7.4 **Lowest Bid**. Franchisee shall be required to use the Materials Recovery Facility and/or Disposal Site providing the lowest responsible bid (either lowest total cost or highest net revenue), including travel costs to the facility. If the bid price submitted by the Disposal Site or Materials Recovery Facility is a payment to Franchisee, with no further revenues realized from the sale of the Recyclable Materials, it shall be classified as revenue. If in the event that no Disposal Site or Materials Recovery Facility provides a bid lower than the costs of the facilities being used as of the Effective Date hereof, Franchisee shall continue to use the existing facility(ies).

7.5 **Contract Term**. The length of contract entered into between Franchisee and the Disposal Site or Materials Recovery Facility operator shall be at the discretion of Franchisee; provided, however, that the maximum term shall allow for the possibility of the City requiring facilities to be re-bid under a competitive process every five (5) years in accordance with this Section.

ARTICLE VIII
VEHICLES, EQUIPMENT AND PERSONNEL.

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8.1 Vehicles.

8.1.1 General. Franchisee shall provide, within 12 months of the Effective Date of this Agreement, a new and alternatively fueled fleet of collection vehicles sufficient in number and capacity to perform efficiently the work required by this Agreement in strict accordance with its terms. In the interim the Franchisee agrees that no vehicle used for franchised service shall be more than three years old at the Franchise Start Date and that all vehicles will be in "like-new" condition. All vehicles shall be uniformly painted. All vehicles shall be registered with the California Department of Motor Vehicles and shall meet or exceed all applicable State and local requirements, including, without limitation, those of the California Highway Patrol ("CHP"), throughout the term of this Agreement.

8.1.2 Truck Bodies. All truck bodies used by Franchisee shall be constructed of metal, shall be watertight and leakproof and shall be so constructed as to prevent odors or the falling, leaking or spilling of Solid Waste, Recyclables, or other materials. Each vehicle shall carry at all times a broom and shovel to be used for the immediate removal of any spilled material. Each vehicle shall also carry a fire extinguisher and first aid kit.

8.1.3 Backup Alarm. Each vehicle used for collecting, hauling or disposing of Solid Waste or Recyclables shall be equipped with an audible warning device that is activated when the vehicle is backing up.

8.1.4 Gross Vehicle-Weight Limit. No vehicle used for collecting, hauling or disposing of Solid Waste or Recyclables shall be loaded in excess of the manufacturer's gross vehicle weight rating or in excess of the maximum weight specified by the California Vehicle Code, whichever is less. Evidence of the manufacturer's name and gross vehicle weight rating shall be maintained in, or upon, every vehicle.

8.1.5 Vehicle Identification. All vehicles used in the performance of this Agreement shall bear the Franchisee's name, phone number and vehicle number in minimum lettering of two (2) inches.

8.1.6 Residential Service Vehicles. Vehicles used for Residential collection services shall be fully automated side-loading refuse trucks, using a fully mechanized arm to pick up and dump automated waste collection containers. Drivers shall not be required to exit the vehicle to assist with securing the containers to, or lifting the containers into, the refuse collection truck.

8.1.7 Alternative Fuel Vehicles. The Franchisee shall use alternative fuel vehicles approved by the South Coast Air Quality Management District for all collection services. Vehicles shall meet all requirements specified per AQMD Rule 1193 as it may be amended from time to time.

8.2 Vehicle Maintenance and Appearance.

8.2.1 Vehicle Inventory. Franchisee shall provide City with a truck inventory of all trucks to be used in the performance of this Agreement, which includes make, model, age,

mileage, and inspection records. When the entire alternatively fueled fleet of collection vehicles are in service, and annually thereafter, the inventory shall be updated.

8.2.2 Preventive Maintenance and Repair Program. Franchisee shall develop and have available for City review a complete and comprehensive preventive maintenance and repair program. Franchisee shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule and shall inspect each vehicle daily to ensure that all equipment is in good working order. Franchisee shall keep accurate records of all vehicle maintenance and repairs, recorded according to date and mileage, nature of maintenance or repair and the signature of a maintenance supervisor or mechanic that the maintenance or repair has been properly performed. Franchisee shall make such maintenance records available to City on request.

8.2.3 Vehicle Cleaning. Each vehicle used within the City shall be cleaned thoroughly by washing with water after each day's use. Vehicles shall be washed completely at least once a week and steam-cleaned on a regular basis so as to present a clean appearance and minimize odors, but in no event less than once a month.

8.2.4 Vehicle Storage. No vehicle used by Franchisee in performance of this Agreement shall be stored on any public street or other public property in the City.

8.2.5 Container Condition. Franchisee at its sole cost and expense shall maintain all Franchisee Bins in good condition and repair as needed and shall clean and paint each container annually. More frequent cleaning and painting shall be conducted by Franchisee if needed. Franchisee shall, at no charge, replace any containers (Carts or Bins) which become unusable by reason of normal conditions of wear and tear. During all times that a container is in the custody and control of Franchisee, Franchisee shall not store such Container in or on public streets or rights-of-way.

8.3 Inspections.

8.3.1 Initial City Inspection. Within the first thirty (30) days following the date Franchisee provides a copy of its Vehicle Replacement and Acquisition Plan to City or any update thereto, the City may inspect Franchisee's vehicles for the purpose of determining the adequacy of Franchisee's Vehicle Replacement and Acquisition Plan to provide vehicles that are safe, sanitary and of good appearance.

8.3.2 City Inspections. Franchisee shall give the City at least fifteen (15) days prior written notice of any vehicle inspection to be performed by the CHP and the City may elect to observe the CHP inspection. Without limiting the City's right to observe the CHP inspections, City reserves the right to cause any vehicle used in performance of this Agreement to be inspected and tested at any commercially reasonable time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of the Municipal Code and the State Vehicle Code, including but not limited to California Vehicle Code Sections 27000(b), 23114, 23115, 42030, 42032, and all Vehicle Code Sections regarding smog equipment requirements. City may direct the removal of any vehicle from service if that vehicle is found to be in nonconformance with applicable codes. No vehicle

directed to be removed from service shall be returned to service until it conforms with applicable codes and such conformance has been acknowledged by City. The City may elect in its sole discretion to hire an independent contractor to perform a comprehensive inspection of Franchisee's vehicles. If the City hires an independent contractor to perform the inspection on behalf of the City the Franchisee shall pay for the cost of such inspection. City shall act prudently in requesting any such inspection.

8.3.3 Brake Inspections. The brake system of each vehicle used in performance of this Agreement shall be inspected bi-annually by the CHP and shall comply with State law. Notice of certification shall be filed with the City within thirty (30) days after each such certification. Failure to submit the required certification shall be grounds for terminating this Agreement.

8.3.4 Correction of Defects. Following any inspection, the Chief Administrative Officer shall have the right to require Franchisee to take out of service any vehicles and equipment not in good working order and cause Franchisee to recondition or replace any vehicle or equipment found to be unsafe, unsanitary or unsightly within thirty (30) days of notification of defect in such vehicle or equipment. The Chief Administrative Officer's determination may be appealed to the City Council.

8.4 Personnel.

8.4.1 General. Franchisee shall furnish such qualified drivers, mechanical, supervisory, clerical and other personnel as may be necessary to provide the services required by this Agreement in a courteous, safe and efficient manner.

8.4.2 Driver Qualifications. All drivers shall be trained and qualified in the operation of collection vehicles and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

8.4.3 Uniforms and Identification Badges. Franchisee shall require its drivers and all other collection personnel to wear a suitable and appropriate uniform as a means of identifying the employee. All other employees of Franchisee who come into contact with the public shall carry suitable identification badges or cards upon their person.

8.4.4 Employee Appearance and Conduct. All employees, while engaged in the collection of Solid Waste or Recyclables within the City or otherwise engaged in collection services described in this Agreement, shall be attired in uniform. At least one member of every collection truck crew shall be able to read and speak English. Franchisee shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Franchisee shall regularly train its employees in customer courtesy, shall prohibit the use of loud or profane language, and shall instruct collection crews to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by this Agreement, Franchisee shall take all appropriate corrective measures.

8.4.5 Background Check. The City reserves the right to perform a security and identification check through the City's Police Department upon Franchisee and all its present and

future employees, in accordance with accepted procedures established by the City, or for probable cause.

8.4.6 Safety Training. Franchisee shall provide suitable operational and safety training for all its employees who use or operate vehicles or equipment for collection of Solid Waste or who are otherwise directly involved in such collection. Franchisee shall train its employees involved in Solid Waste and/or Recycling collection to identify, and not to collect, Hazardous Wastes. Franchisee and its employees shall comply with the terms of all contracts between the Los Angeles County Sanitation District and any Disposal Site that is used by Franchisee.

8.4.7 Safety. All work performed pursuant to this Agreement shall be performed in a manner that provides safety to the public and meets or exceeds safety standards outlined by the California Construction Safety Orders under the State of California Code of Regulations ("CAL-OSHA"). City reserves the right to issue restraint or cease and desist orders to Franchisee when unsafe or harmful acts are observed or reported to City. Franchisee shall instruct its employees to report immediately any hazardous conditions or Hazardous Wastes they observe within the City during the course of their work to the City.

8.4.8 No Gratuities. Franchisee shall not permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for the work performed by those employees pursuant to this Agreement.

ARTICLE IX
FRANCHISEE'S COMPENSATION

9.1 Rates Subject to Proposition 218. Any increase in Franchise Start rates charged to customers for services under this Agreement which exceed currently existing rates are subject to Proposition 218, including both the initial Franchise Start rates charged hereunder, and any increases imposed thereafter. If the Franchise Start rates initially proposed exceed the current rates, the Franchise Start Date shall be extended until a Proposition 218 hearing has been held and schedule of Maximum Service Rates can be agreed upon by the Parties. If the Parties cannot agree upon a schedule, then this Agreement is terminated.

9.2 Maximum Rate Schedule. In the attached Exhibit "A", which is incorporated herein by this reference ("Maximum Rate Schedule"), the City has approved the maximum service rates which may be charged by Franchisee to its customers in the City. The Maximum Rate Schedule will become effective following the Proposition 218 hearing provided in Section 9.1, on Franchise Start Date or when service under this Agreement commences, whichever is earlier. Franchisee shall not receive any other fees or compensation for the services to be performed pursuant to this Agreement in excess of those provided in the Maximum Rate Schedule until such additional fees or compensation have been duly noticed and subjected to a public hearing process in accordance with Proposition 218.

9.3 Rate Composition. During the Term of this Agreement, all franchise rates will be divided into two rate components: "Collection" and "Disposal". Such a "component" breakdown must be disclosed to the City within the initial rates for this Agreement and as part of

any subsequent rate increase request by the Franchisee. Such collection components are not required to be listed in franchise rate sheets or included on billings to the Franchisee's customers.

9.4 Adjustments to Maximum Rate Schedule.

9.4.1 Cost of Living Adjustments. On the anniversary of the Service Commencement Date, and annually thereafter, the Maximum Permissible Rates shall be adjusted as follows, subject to the assent of the City and any necessary compliance with Proposition 218:

(a) *Adjustment to Collection Component of Rates.* The "Collection Component" of rates shall be adjusted to reflect 90% of the "Percentage Change in CPI", excepting that such annual CPI increases in the "Collection Component" of rates shall be capped at a maximum percentage increase of three percent (3%). "Percentage Change in CPI" shall mean the percentage change in the All Urban Customers, Los Angeles, Riverside, Orange County index, for the previous 12-Month period ending in May. (For instance, a July 1, 2013, Percentage Change in CPI would be the change between the CPI index in May 2013 and the CPI index in May 2012.)

(b) *Adjustment to Disposal Component of Rates.* The "Disposal Component" of rates shall be adjusted only for increased costs to the Franchisee from landfill, transfer, and/or transformation facility tip fee adjustments. For the rate adjustment period under review the Franchisee is responsible for submitting substantiation of any such cost increases for City review. Should the City determine that any fee adjustments presented by the Franchisee are 5% or more greater than those charged to any jurisdiction within five miles of the City of Bell, the City shall have the right to solicit bids from other landfill, transfer, or transformation facilities and to require the Franchisee to utilize said facility and/or incorporate said facility rate into the Disposal Component adjustment of franchise rates in compliance with the provisions of Article VII.

9.4.2 Special Circumstances Adjustments.

(a) *Extraordinary Circumstances.* Due to extraordinary circumstances in which Franchisee can demonstrate that Franchisee is not earning a reasonable rate of return under circumstances which are beyond Franchisee's control, the Franchisee may request the City to hold a Proposition 218 hearing to increase one or more fees, charges, or rates described in this Agreement or for the City to adopt a new fee, charge or rate.

(b) *New Programs or Services.* City may institute new programs or services which Franchise cannot provide within the established rate structure without economic hardship.

(c) *Negotiation.* In the event that Franchisee contends Franchisee is entitled to a Special Circumstances Adjustment as provided herein, Franchisee shall provide documentation and analysis to the satisfaction of City of the reasons for such adjustment. The Parties may make changes in the service levels under the Franchise sufficient to avoid the need for a rate adjustment and Proposition 218 hearing. If the Parties reach agreement on such adjustment, a Proposition 218 hearing shall be held as provided hereunder before such adjustment may be made.

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9.5 Proposition 218 Compliance.

9.5.1 Compliance with Proposition 218 Required. Increases to the Maximum Rate Schedule or any other fee, charge, or rate in this Agreement are strictly subject to the assent of the City and compliance with Proposition 218. If the rates initially proposed exceed the City's current rates, then a Proposition 218 hearing must be conducted before the initial rates bid by Franchisee may become effective.

9.5.2 Proposition 218 Compliance After Five Years. In compliance with Government Code § 53756, notwithstanding the provisions of Section 9.3 permitting adjustment to the Maximum Permissible Rates, no increase in the fees, charges, or rates described in this Agreement, including the Maximum Rate Schedule, shall be allowed or occur more than five (5) years from the date of the most recent Proposition 218 approval pertaining to that fee or charge. If requested by Franchisee, City after five (5) years, may conduct a Proposition 218 hearing to extend the provisions of Section 9.3.1 permitting adjustments to the Maximum Permissible Rates (the "5 Year Hearing").

9.5.3 City Not Obligated to Approve Increase. Franchisee acknowledges that California law under Proposition 218 places limits upon rates and increases in rates for property-related fees and further acknowledges that nothing herein constitutes a guaranty that Service Rates will be increased. Pursuant to Proposition 218, a majority protest of affected owners may bar the assessment of the new rates. (Cal. Constit. Art.XIIID, Sec. 4(e); Govt. Code § 53753(e)(3).) At such hearing City has no legal obligation to accept any fee, charge, or rate adjustment proposed by Franchisee or to reapprove any fee, charge or rate adjustment due to the passage of time, such as by operation of Government Code § 53756. Accordingly, whether or not a majority protest exists, the City Council is completely free within its police powers to exercise its discretion in considering such matters, and the City has not contracted away any of its police powers or duties to protect the public health, safety or general welfare of its citizens pursuant to State and Federal law. Furthermore, in no case will City's failure to comply with any notice, hearing or other procedural requirement required by law for the approval of any specific fee, charge or rate adjustment be a default hereunder, and City bears no liability to Franchisee for any damages suffered by Franchisee as a result of any such failure, including any delay, need for a new hearing or rehearing, or finding that an approved fee, charge or rate is invalid. In the event City does not approve an increased in rates following a Proposition 218 hearing Franchisee's rights shall be governed by Section 9.6.

9.6 Failure to Approve Rate Increases.

9.6.1 Rehearing. In the event the City Council holds a Proposition 218 hearing but fails to approve an increase in any fee, charge, or rate in this Agreement, Franchisee shall have the right to demand, if such demand is made in writing within 30 days of the Proposition 218 hearing, that the City hold a rehearing or new hearing under Proposition 218 following all notice and hearing procedures as established by law. If, following the second Proposition 218 hearing, the fee, charge, or rate increase is still not approved, then Franchisee may terminate this Agreement.

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9.6.2 Negotiations. In the event of a failure to approve rate increases, the Parties may elect any of the following: (i) to have Franchisee continue performance of this Agreement (at the current rates and fees), or (ii) to have Franchisee continue performance of the Agreement for at least nine (9) months following and/or during a period of negotiations, during which time the City may solicit other proposals for Solid Waste services or consider other alternatives for meeting the City's Solid Waste needs, or (iii) may re-open negotiations to continue Franchisee's performance hereof (at the then-current rates and fees) including after City's solicitation of other proposals per item (ii) above, for any period mutually agreed-upon by the Parties in writing. Should the Parties elect the third option, the Parties may continue negotiations in an attempt to reach agreement upon, and enact, new increases in Service Rates subject to the requirements of Proposition 218.

9.6.3 Termination. In the event of termination, Franchisee shall cooperate fully with City and any subsequent contractor to assure a smooth transition of Solid Waste management services. Franchisee's cooperation shall include, but not be limited to, providing operating records needed to service all properties covered by this Agreement and the execution of a temporary agreement for service for a period up to one year after the end of the Term or written notice of termination for cause in accordance with Section 11.12.

9.7 Proposition 218 Process.

9.7.1 218 Hearing Procedures. Franchisee shall comply with all procedural requirements of Proposition 218 and of City for the conduct of the hearing including the form of notice in the manner of giving notice identifying who shall receive notice, and the time of notice which shall be at least 45 days before the hearing. The notice shall inform persons in a simple and understandable manner of the proposed increase and how they may exercise their rights of protest.

9.7.2 Pass-Through of Proposition 218 Compliance Costs. Franchisee shall pay for all costs of Proposition 218 compliance, including but not limited to the costs of Proposition 218 notices and hearings. Franchisee may, if permitted by law, pass its actual costs of Proposition 218 compliance on to customers through service rates if, and only if, such pass-through is duly noticed and included as part of the service rates adopted through the Proposition 218 process.

9.7.3 Notice of Increases. Franchisee shall give thirty (30) days prior written notice of any duly-adopted rate increases to all customers of the increase before such increase may become effective.

9.8 Indemnification. Franchisee shall indemnify, defend and hold harmless the City, their officers, employees, agents and volunteers, (collectively, indemnitees) from and against all claims, damages, injuries, losses, costs, including demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest fines, charges, penalties and expenses (including attorneys' and expert witness fees, expenditures for investigation, and administration) and costs or losses of any kind whatsoever paid, imposed upon, endured or suffered by or assessed against Franchisee or any of the indemnitees resulting in any form from the City's establishing any fees, charges, or rates for service under this Agreement or in connection with

the application of California Constitution Article XIIIC and Article XIIID to the imposition, payment or collection of rates and fees for services provided by Franchisee under this Agreement. Notwithstanding the foregoing, this indemnity shall not extend to any portion of the rates that is not associated with Franchisee's costs in providing service, such as governmental fees, franchise fees or charges, nor shall it apply to any loss arising directly from the negligence of City, its officers and employees. Nothing herein is intended to imply that California Constitution Articles XIIIC or XIIID, apply to the setting of rates for the services provided under this Agreement, rather this Section is provided merely to allocate risk of loss as between the Parties.

9.9 **Billing**. Franchisee shall be responsible for all billing and collection. Notice of billing procedures shall be given to all customers pursuant to 5.4.4 and annually thereafter. Franchisee shall have procedures for on-line payment, payment by credit card, and similar customer services. Franchisee shall provide itemized bills, clearly showing charges for all classifications of services, including any charges for late payment. Multi-Family Residential Units, Commercial and Industrial Unit accounts receiving collection services from Franchisee shall be billed by the Franchisee at the end of the month in which service is provided. Single Family Residential Unit accounts receiving collection services from Franchisee may be billed by the Franchisee quarterly as follows: For the quarter in which services are rendered, Franchisee shall bill thirty (30) days into the quarter, and the bill shall be due thirty (30) days thereafter. Franchisee shall meet with City to make specific arrangements for commencement of billing.

9.10 **Delinquent Accounts.**

9.10.1 Residential Units. Franchisee shall provide at least three (3) monthly, written notices of delinquency/past-due account status to the occupants of any Residential Unit with a delinquent account and Franchisee shall otherwise make diligent efforts to resolve said account delinquencies, including but not limited to the reasonable use of a collection agency. Further, Franchisee shall be entitled to collect late charges at the rate of 1.5% per month and, in addition, to charge a reasonable rate for the redelivery of containers. Franchisee may use all commercially reasonable and lawful private collection efforts, whether self-directed or contracted, to collect amounts past due and owing from Residential Units, but shall not have the right to cease service to delinquent accounts unless specifically approved by City.

9.10.2 Industrial, Commercial and Multi-Family Residential Unit Accounts. For Commercial, Industrial and Multi-Family Residential Units whose accounts are more than ninety (90) days past due. Franchisee shall otherwise make diligent efforts to resolve said account delinquencies, including but not limited to the reasonable use of a collection agency. Franchisee shall be entitled to collect late charges at the rate of 1.5% per month and, in addition, to charge a reasonable rate for the redelivery of containers. Franchisee may use all commercially reasonable and lawful private collection efforts, whether self-directed or contracted, to collect amounts past due and owing from Industrial, Commercial and Multi-Family Residential Unit Accounts, but shall not have the right to cease service to delinquent accounts unless specifically approved by City.

9.10.3 No Waiver of City Remedies to Address Public Nuisance. Should Franchisee terminate service to any customer in the City, nothing herein waives or supersedes

the City's rights to initiate code enforcement action(s) in response to the build-up, long-term stagnation, or misplacement of Solid Waste as a result of said termination of Franchisee's service. In addition, the City and Franchisee shall, at the option of either party, meet and confer in good faith to resolve any matters of public nuisance or Solid Waste build-up that resulted from a termination of service by Franchisee.

ARTICLE X
ACCOUNTING AND RECORDS.

10.1 **Financial Statements**. City's Chief Administrative Officer may elect to review Franchisee's annual financial statements. Franchisee shall have financial statements annually prepared. Within ninety (90) days of a City request, Franchisee shall allow the Chief Administrative Officer, his/her designee or an auditor selected by the City to review copies of the financial statements at the Franchisee's local office (as defined in Section 5.2.1 hereof), or other such mutually-agreeable premises of Franchisee. City and Franchisee agree to use reasonable efforts to protect the confidential nature of the Franchisee's financial statements.

10.2 **Inspection of Franchisee's Accounts and Records**. Franchisee's records of customer complaints, AB 939 compliance records, maps, billing records, gross income, franchise fee payments, curbside recycling payments, and customer payment histories shall be available at the Franchisee's principal office as set forth in Section 5.2.1 at any time during regular business hours for inspection on twenty-four (24) hours notice, and/or performance of financial review of Franchisee's records by the City or its duly authorized representative in accordance with the Agreed Upon Procedures (as such term is associated with standard audit procedures), for a period of five (5) years following the close of the Franchisee's fiscal year. Franchisee shall provide City with a copy of any requested record at no cost to City.

10.3 **Cost of Agreed Upon Procedures**. The cost of the annual Agreed Upon Procedure of Franchisee's books and records is compensated through the Performance Audit Program Fee paid annually to the City by the Franchisee. This Performance Audit Program Fee is also payment for reasonably expected City costs to review Franchisee's request for an increase in rates under the Maximum Rate Schedule. Should the City's performance of an Agreed Upon Procedure disclose that a requested rate increase contains any inaccurate data or cost claims that are not properly substantiated, the Franchisee will be responsible to reimburse the City for all costs incurred to correct data submissions or substantiate cost claims.

10.4 **Payments and Refunds**. Should the performance of an Agreed Upon Procedure by the City disclose that any City fee payable by the Franchisee was underpaid or that customers were overcharged for the period under review, Franchisee shall pay to City any underpayments and/or refund to Franchisee's customers any overcharges within 15 days of a City issued notice. Should the performance of an Agreed Upon Procedure by the City disclose that any City Fees were overpaid, City shall promptly refund to Franchisee the amount of the overpayment.

ARTICLE XI
ENFORCEMENT OF AGREEMENT.

11.1 City Right to Terminate. The City shall have the right to terminate Franchisee's franchise and this Agreement upon Franchisee's breach of any of its obligations under this Agreement. The City's right to terminate shall be in addition to any other remedy provided in this Agreement or provided by law and shall include, but not be limited to, any of the events of default set forth in this Article X. In addition, specific events of default by Franchisee include, without limitation, the following:

(a) If Franchisee practices, or attempts to practice, any willful fraud or deceit upon the City.

(b) Should the Franchisee or any of its officers, directors, shareholders, subsidiaries, affiliates, employees or agents be or have been found guilty of felonious conduct, illegal transport or disposal of Hazardous Waste, or bribery of public officials, the City reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it shall deem proper. The term "found guilty" shall be deemed to include any judicial determination of guilt including, but not limited to, pleas of "guilty", "nole contendere", "no contest" or "guilty to a lesser charge" entered as part of a plea bargain.

(c) If Franchisee fails to provide or maintain in full force and effect the workers' compensation or any other insurance coverage or performance bond required by this Agreement.

(d) If Franchisee willfully violates any orders or rulings of any regulatory body having jurisdiction over Franchisee, provided that Franchisee may reasonably contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred.

(e) If Franchisee fails to make any payments or to pay any penalties required to be made or paid by Franchisee pursuant to this Agreement, including, without limitation, liquidated damages as described in Section 11.13.6.

(f) If Franchisee for any reason ceases to provide Solid Waste management services as required under this Agreement over all or a substantial portion of its franchise area for a period of thirty (30) days.

(g) If Franchisee fails to meet the service performance standards of this Agreement, or violates the terms, conditions or requirements of the Municipal Code or AB 939 or successor legislation, or the City's Storm Water Program as they may be amended from time to time, or violates any order, directive, rule or regulation issued pursuant to the foregoing legislation, where the violation is not remedied within the time set in the written notice of the violation.

(h) If Franchisee refuses to provide City with required information, reports or test results in a timely manner as required by this Agreement.

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(i) If Franchisee becomes insolvent, unable or unwilling to pay its debts, or upon the appointment of a receiver to take possession of all or substantially all of the assets of Franchisee, or upon a general assignment by Franchisee for the benefit of creditors, or upon any action taken by or suffered by Franchisee under any insolvency or bankruptcy act.

(j) If Franchisee fails to meet the Waste Diversion requirements of this Agreement or AB 939.

(k) Any similar failure to comply with the requirements of this Agreement.

11.2 Rights of Nondefaulting Party after Default. The Parties acknowledge that both Parties shall have hereunder all legal and equitable remedies as provided by law following the occurrence of a default or to enforce any covenant or agreement herein. Before this Agreement may be terminated or action may be taken to obtain judicial relief the Party seeking relief for a default ("Nondefaulting Party") shall comply with the notice and cure provisions below.

11.3 Notice of Default and Opportunity to Cure. A Nondefaulting Party in its discretion may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other Party ("Defaulting Party") in its performance of a material duty or obligation of said Defaulting Party under the terms of this Agreement. However, the Nondefaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by Defaulting Party to cure such breach or failure ("Default Notice"). The Defaulting Party shall be deemed in "default" under this Agreement, where: (i) said breach or failure can be cured, but the Defaulting Party has failed to fully cure within thirty (30) days after the date of the Default Notice (subject to the provisions below), or (ii) a monetary default remains uncured for ten (10) days (or such lesser time as may be specifically provided in this Agreement).

11.4 Non-Monetary Defaults; Longer Cure Period. The Defaulting Party on a non-monetary default shall not be deemed in breach of this Agreement, and such default shall be waived, if such non-monetary default cannot reasonably be cured within the above-prescribed thirty-day period, and as long as the Defaulting Party does each of the following:

(a) Notifies the Nondefaulting Party in writing with a reasonable explanation as to the reasons the asserted default is not curable within the thirty (30) day period;

(b) Notifies the Nondefaulting Party of the Defaulting Party's proposed cause of action to cure the default;

(c) Promptly commences to cure the default within the thirty (30) day period;

(d) Makes periodic reports to the Nondefaulting Party as to the progress of the program of cure; and

(e) Diligently prosecutes such cure to completion.

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11.5 Termination Upon Default. Upon receiving a Default Notice, should the Defaulting Party fail to timely cure any default, or fail to diligently pursue such cure as prescribed above, the Nondefaulting Party may, in its discretion, provide the Defaulting Party with a written notice of intent to terminate this Agreement and other Agreements ("Termination Notice"). The Termination Notice shall state that the Nondefaulting Party will elect to terminate this Agreement and will describe the evidence upon which the decision to terminate is based. Once the Termination Notice has been issued, the Nondefaulting Party's election to terminate Agreements will only be waived if the Defaulting Party fully and completely cures all defaults prior to the date of termination.

11.6 Franchisee Hearing Opportunity Prior to Termination. If Franchisee is the Defaulting Party, then the City's Termination Notice to Franchisee shall additionally specify that Franchisee has the right to a hearing prior to the City's termination of any Agreements ("Termination Hearing"). The Termination Hearing shall be scheduled as an open public hearing item at a regularly-scheduled City Council meeting within thirty (30) days of the Termination Notice, subject to any legal requirements including but not limited to the Ralph M. Brown Act, Government Code Sections 54950-54963. At said Termination Hearing, Franchisee shall have the right to present evidence to demonstrate that it is not in default and to rebut any evidence presented in favor of termination. Based upon substantial evidence presented at the Termination Hearing, the Council may, by adopted resolution, act as follows:

(a) Decide to terminate this Agreement; or

(b) Determine that Franchisee is innocent of a default and, accordingly, dismiss the Termination Notice and any charges of default; or

(c) Impose conditions on a finding of default and a time for cure, such that Franchisee's fulfillment of said conditions will waive or cure any default.

Findings of a default or a conditional default must be based upon substantial evidence supporting the following two findings: (i) that a default in fact occurred and has continued to exist without timely cure, and (ii) that such default has, or will, cause a material breach of this Agreement and/or a substantial negative impact upon public health, safety and welfare, the environment, the City or the financial terms established in this Agreement.

11.7 Penalty for Monetary Default. In the event Franchisee fails to perform any monetary obligation under this Agreement, Franchisee shall pay a pre-determined penalty thereon at the rate of one-and-one-half percent (1 1/2%) per month, or any fraction of a month, from and after the due date of said monetary obligation until payment is actually received by City.

11.8 City's Right to Perform Service.

11.8.1 City Rights. In addition to any and all other legal or equitable remedies, in the event that Franchisee, for any reason whatsoever, fails, refuses or is unable to collect, transport or deliver to a Disposal Site, as appropriate, any or all Solid Waste or Recyclables which it is required by this Agreement to collect and transport, at the time and in the manner provided in this Agreement, for a period of more than five (5) days, and if, as a result thereof,

Solid Waste should accumulate in the City to such an extent, in such a manner, or for such a time that the Chief Administrative Officer in his or her sole discretion should find that such accumulation endangers or menaces the public health, safety or welfare, then the Chief Administrative Officer shall have the right, but not the obligation, without payment to Franchisee, to (i) cause to be performed, such services itself with its own personnel or employ Franchisee's personnel, without liability to Franchisee; and/or (ii) to take possession of any or all of Franchisee's equipment and other property used or useful in the collection and transportation of Solid Waste and to use such property at the expense of Franchisee to collect and transport any Solid Waste which Franchisee would otherwise be obligated to collect and transport pursuant to this Agreement.

11.8.2 Franchisee and City Responsibilities. Franchisee further agrees that in such event:

(a) It will fully cooperate with City to effect the transfer of possession or property to the City for City's use;

(b) It will, if the Chief Administrative Officer so requests, and to the extent feasible, keep in good repair and condition all of such property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain said property in operational condition; and

(c) The City agrees to assume complete responsibility for the proper and normal use of such equipment and facilities while in its possession.

11.8.3 Franchise Waivers. Franchisee agrees that the City's exercise of its rights under this Article XI:

(a) Does not constitute a taking of private property for which compensation must be paid, but is rather an exercise of the City's police power;

(b) Will not create any liability on the part of City to Franchisee, including but not limited to, any right to compensation for use of Franchisee's equipment;

(c) Does not exempt Franchisee from the indemnity provisions of Article XIII, which are meant to extend to circumstances arising under this Section 11.8, provided that Franchisee is not required to indemnify City against claims and damages arising from the sole negligence of City, its officers, employees, agents, or volunteers acting under this Section 11.8; and

(d) Does not terminate this Agreement, unless termination occurs under other provisions of this Agreement.

11.9 Duration of City's Possession. City has no obligation to maintain possession of Franchisee's property and/or continue its use in collecting and transporting Solid Waste for any period of time and may, at any time, in its sole discretion, relinquish possession to the Franchisee. Should the City desire to retain possession of Franchisee's property, the City's right to retain temporary possession, and to provide Solid Waste collection services, shall continue

until Franchisee can demonstrate to the Chief Administrative Officer's reasonable satisfaction that it is ready, willing and able to resume such services.

11.10 Forfeiture of Performance Bond. In the event Franchisee shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare that portion of the performance bond established pursuant to Section 13.3 which is necessary to recompense and make whole the City, forfeited to the City. Upon partial forfeiture of the performance bond, Franchisee shall promptly take all steps necessary to restore the performance bond to its face amount.

11.11 City's Right to Lease Franchisee's Equipment Following Termination. If City terminates this Agreement for cause, the City shall have the right to lease Franchisee's equipment from Franchisee at its fair market value for a period not to exceed six (6) months in order to allow City to perform the services required under this Agreement.

11.12 Cooperation Following Termination. At the end of the Term or Franchise Term or in the event this Agreement is terminated for cause prior to the end of the Term or Franchise Term, or terminated by Franchisee as a result of a Proposition 218 impasse, as described in Section 9.4.3, Franchisee shall cooperate fully with City and any subsequent contractor to assure a smooth transition of Solid Waste management services. Franchisee's cooperation shall include, but not be limited to, providing operating records needed to service all properties covered by this Agreement and to temporarily extend services under this Agreement at the then prevailing rates for service for a period up to one year after the end of the Term or written notice of termination for cause.

11.13 Remedies for Nuisance Violations.

11.13.1 Liquidated Damages. The provision of poor public service or the production of any nuisance condition will subject Franchisee to administrative procedures, potential liquidated damages and, ultimately, termination, for severe and repeated violations.

11.13.2 Complaints. Public complaints (whether received by the City regarding Franchisee's performance or received directly by Franchisee) will be handled as prescribed in Section 5.2 hereof.

11.13.3 Nuisance Conditions. Repeated, substantiated complaints of, or continued conditions of, poor service quality and/or nuisance conditions may be handled in the manner prescribed below. For purposes of this Section, the term "nuisance conditions" shall include, but is not limited to, the following:

(a) Failure to duly collect Solid Waste or Recyclables that have been properly set-out for collection through the willful or negligent conduct of Franchisee employees;

(b) Uncured damage to the property of third parties or customers through the willful or negligent conduct of Franchisee employees;

(c) Legitimate complaints of rude or unprofessional behavior or conduct by Franchisee's employees in the course of their duties;

(d) Failure to perform service surveys and route audits as required by Sections 5.2.7 and 5.2.8, respectively, hereof;

(e) Unreasonable leakage or spillage of Solid Waste or other collected materials from Franchisee's vehicles;

(f) Failure to immediately or promptly collect Solid Waste or other materials that spilled or fell from Franchisee's vehicles onto public streets or third-party property;

(g) Poor maintenance of Franchisee's vehicles in violation of Sections 7.1 and 7.2 hereof;

(h) Violations of personnel standards and qualifications in contravention of Section 7.4 hereof.

(i) Any similar failure to comply with the requirements of this Agreement.

11.13.4 Notice of Violation. Initially, when the Planning Director or a designated enforcement officer observes a violation, a verbal warning shall be given to the Franchisee. If the violation is thereafter repeated and, in the opinion of the City's Planning Director or designated enforcement officer, Franchisee has not taken timely, effective action to correct the violation and prevent its repetition, then the Planning Director or designated enforcement officer may issue a written notice of violation (the "Notice of Violation") describing the violation, the period in which Franchisee is required to cure the violation (if such violation is curable) and a warning that continued violations can be subject to liquidated damages.

11.13.5 Franchisee's Right To Contest. Within five (5) business days after receiving the Notice of Violation, Franchisee may submit a written response (the "Response") to the Notice of Violation to the Planning Director. The Planning Director shall review Franchisee's Response and may further investigate the claimed violation. The Planning Director shall make a final determination regarding the Notice of Violation and the Planning Director shall deliver to Franchisee a written conclusion concerning the Notice of Violation. Additionally, at the election of either Party, the Parties may meet to develop a written corrective action plan ("Correction Plan") to prevent further occurrence of the problematic conditions established in the Notice of Violation. The Correction Plan shall be finally prepared by the City (or, at the election of the City, by Franchisee) within ten (10) business days after the meeting between the Planning Director and/or Chief Administrative Officer designee and Franchisee. The Correction Plan may include additional procedures, as deemed necessary by the Planning Director and/or Chief Administrative Officer designee, to assure that in the future Franchisee will be able to perform its services in compliance with this Agreement.

11.13.6 Liquidated Damages. If a second Notice of Violation is issued for any violation *after* an initial verbal warning and thereafter the issuance of a written Notice of Violation that is not withdrawn pursuant to Subsections 10.12.3 or 10.12.4 above, then liquidated damages may thereafter be assessed against Franchisee (as liquidated damages and not a penalty) by the Planning Director and/or Chief Administrative Officer designee in the amount of $250 for

every day the condition persists. Further, if the violation for which liquidated damages were assessed recurs on three (3) or more days within a 60-day period following any assessment of liquidated damages, then starting on the fourth (4th) day that such violation either persists or recurs the amount of liquidated damages shall increase to $500 per day.

11.13.7 Basis for Liquidated Damages. The Parties further recognize that if Franchisee recurrently fails to prevent and remediate nuisance conditions, the City and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which City and its citizens will suffer. Therefore, the Parties agree that the liquidated damages established herein represent a reasonable estimate of the amount of such damages for such specific violations, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of these liquidated damage provisions prior to entering this Agreement.

Franchisee's Initials _____ City Initials _____

11.13.8 Further Remedies For Severe Or Persistent Violations. The above provisions for a Correction Plan procedure and liquidated damages are intended to give the Parties a remedy under this Agreement short of termination or default; however, should Franchisee's violations be severe and repetitive or otherwise not reasonably subject to correction through liquidated damages, the Planning Director may, in his sole discretion, institute the default procedures set forth in this Article.

11.14 No Waiver Of City's Police Powers Or Legal Rights. Nothing in this Agreement is intended to limit the power and ability of the City or any LEA to initiate administrative and/or judicial proceedings for the abatement of nuisance conditions or violations of any applicable law. Nothing herein shall waive or limit any other legal rights or recourses the City may have in response to Franchisee's repeated, material violations of performance standards or failure to mitigate nuisance conditions.

11.15 Attorneys' Fees. If either Party to this Agreement is required to initiate or defend or is 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 attorneys, fees and expert witness fees.

11.16 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.

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

11.18 Jurisdiction and Venue. The parties hereto agree that the State of California is the proper jurisdiction for litigation of any matters relating to this Agreement. The Parties further agree that Los Angeles County, California is the proper place for venue as to any such litigation arising out of the Agreement and Franchisee agrees to submit to the personal jurisdiction of such court in the event of such litigation.

11.19 Rights of Non-Defaulting Party after Default. The Parties acknowledge that both Parties shall have hereunder all legal and equitable remedies as provided by law following the occurrence of a Default or to enforce any covenant or agreement herein except as provided in Section 13.2 below. Before this Agreement may be terminated or action may be taken to obtain judicial relief the Party seeking relief ("Non-Defaulting Party") shall comply with the notice and cure provisions of this Article XI. In this Agreement, the rights of enforcement are limited as the remedy of monetary damages is not available to either Party. The Parties shall have the equitable remedies of specific performance, injunctive and declaratory relief, or a mandate or other action determining that the City has exceed its authority, and similar remedies, other than recovery of monetary damages, to enforce their rights under this Agreement. The Parties shall have the right to recover their attorney fees and costs pursuant to Section 11.15 in such action. Moreover, the Developer shall have the right to a public hearing before the City Council before any default can be established under this Agreement, as provided in this Article.

ARTICLE XII
TRANSFERS OF INTEREST.

12.1 Restrictions on Transfers. The City, in entering into this Agreement, has placed a special value, faith and confidence in the experience, background, and expertise of the Franchisee in the field of waste disposal. Such faith and confidence being a substantial consideration in the granting of this Agreement warrants the transfer restrictions provided in this Article XI.

12.2 Definition of Transfer. As used in this Section, the term "Transfer" shall include any hypothecation, mortgage, pledge, or encumbrance of this Agreement by Franchisee, subject to the exceptions set forth in Section 12.4 below. A Transfer shall also include the transfer to any person or group of persons acting in concert of more than thirty percent (30%) of the present equity ownership and/or more than thirty percent (30%) of the voting control of Franchisee (jointly and severally referred to herein as the "Trigger Percentages"), taking all transfers into account on a cumulative basis, except transfers of such ownership or control interest to an affiliate owned or controlled by the present beneficial owners of Franchisee or members of their immediate family, or between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the transferor's immediate family. A transfer of interests (on a cumulative basis) in the equity ownership and/or voting control of Franchisee in amounts less than Trigger Percentages shall not constitute a Transfer subject to the restrictions set forth herein. In the event Franchisee or its successor is a corporation or trust, such Transfer shall refer to the transfer of the issued and outstanding capital stock of Franchisee, or of beneficial interests of such trust; in the event that Franchisee or any

general partner comprising Franchisee is a limited or general partnership or a limited liability company, such Transfer shall refer to the transfer of more than the Trigger Percentages in the limited or general partnership or limited liability company interest; in the event that Franchisee or any general partner is a joint venture, such Transfer shall refer to the transfer of more than the Trigger Percentages of such joint venture partner, taking all transfers into account on a cumulative basis.

12.3 Transfers Require Approval. Franchisee shall not Transfer this Agreement or any of Franchisee's rights hereunder, directly or indirectly, voluntarily or by operation of law, except as provided below, without the prior written approval of City, and if so purported to be transferred, the same shall be null and void. Franchisee will submit its request for City consent to the City together with documents, including but not limited to: (i) the transferee's audited financial statements for at least the immediately preceding three (3) operating years; (ii) proof that the proposed transferee has municipal solid waste management experience on a scale equal to or exceeding the scale of operations conducted by Franchisee; (iii) proof that in the last five (5) years, the proposed transferee has not suffered any citations or other censure from any Federal, State, or local agency having jurisdiction over its waste management operations due to any significant failure to comply with Federal, State, or local waste management law and that the transferee has provided the City with a complete list of such citations and censures; (iv) proof that the proposed transferee has at all times conducted its operations in an environmentally safe and conscientious fashion; (v) proof that the proposed transferee conducts its municipal solid waste management practices in accordance with sound waste management practices in full compliance with all Federal, State, and local laws regulating the collection and disposal of waste, including hazardous waste; (v) proof that the transferee's officers or directors have no criminal convictions for fraud, deceit, false claims or racketeering with respect to the transferee's course of business; and (vi) any other information required by the City to ensure the proposed transferee can fulfill the terms of this Agreement, including the payment of indemnities and damages and provision of bonds and/or performance standards, in a timely, safe, and effective manner.

12.4 Exceptions. The requirement to obtain City approval for a Transfer shall not apply to any of the following:

(a) Any mortgage, deed of trust, sale/lease-back, or other form of conveyance for financing and any resulting foreclosure therefrom.

(b) A sale or transfer resulting from or in connection with a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation are assigned directly or by operation of law to a person or persons, firm or corporation which acquires the control of the voting capital stock of such corporation or all or substantially all of the assets of such corporation.

(c) A sale or transfer to an affiliate of Franchisee owned or controlled by the present beneficial owners of Franchisee or members of their immediate family, or between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the transferor's immediate family.

12.5 Assumption of Obligations. No attempted Transfer of any of Franchisee's obligations hereunder shall be effective unless and until the successor party executes and delivers to City an assumption agreement in a form approved by the City assuming such obligations. Following any such assignment or Transfer of any of the rights and interests of Franchisee under this Agreement, the exercise, use and enjoyment shall continue to be subject to the terms of this Agreement to the same extent as if the assignee or transferee were Franchisee.

12.6 Release of Franchisee. City's consent to a Transfer shall not be deemed to release Franchisee of liability for performance under this Agreement unless such release is specific and in writing executed by City, which release shall not be unreasonably withheld. Upon the written consent of City to the complete assignment of this Agreement and the express written assumption of the assigned obligations of Franchisee under this Agreement by the assignee, Franchisee shall be relieved of its legal duty from the assigned obligations under this Agreement, except to the extent Franchisee is in default under the terms of this Agreement prior to said Transfer.

12.7 Franchisee to Pay Transfer Costs. Franchisee will pay City its reasonable expenses for attorneys' fees and investigation costs necessary to investigate the suitability of any proposed transferee or assignee, and to review and finalize any documentation required as a condition for approving any such Transfer.

12.8 Subcontracting. This Agreement, or any portion thereof, shall not be subcontracted except with the prior written consent of the City. No such consent shall be construed as making the City a Party to such subcontract, or subject the City to liability of any kind to any subcontractor. Franchisee shall submit all subcontracts for review and approval by the City and any permitted subcontract shall terminate on or before the termination of this Agreement. All subcontractors shall be licensed as required under State, Federal and local laws and regulations to perform their subcontracted work and obtain and maintain a City business license if required. Franchisee shall remain otherwise liable for the full and complete performance of its obligations hereunder.

12.9 Heirs and Successors. The terms, covenants and conditions of this Agreement shall apply to and shall bind the heirs, successors, executors, administrators and assigns of the Franchisee and City.

ARTICLE XIII
INSURANCE, INDEMNITY AND PERFORMANCE BOND.

13.1 Insurance. Franchisee 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:

13.1.1 Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis. The policy of insurance shall be in an amount not less than either (i) a combined single limit of $2,000,000.00, or (ii) bodily injury limits of $1,000,000.00 per person, $2,000,000.00 per occurrence and $1,000,000.00 products

and completed operations and property damage limits of $2,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

13.1.2 Workers' Compensation Insurance. A policy of workers' 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 Franchisee 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 Franchisee in the course of carrying out the work or services contemplated in this Agreement.

13.1.3 Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of $1,000,000.00 per person and $2,000,000.00 per occurrence and property damage liability limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate or (ii) combined single limit liability of $2,000,000.00. Said policy shall include coverage for owned, non-owned, leased and hired cars.

13.1.4 Umbrella Insurance. Umbrella coverage to bring total aggregate insurance coverage for all underlying insurance coverage to TWENTY MILLION DOLLARS ($20,000,000.00)

13.1.5 General Insurance Provisions. All of the above policies of insurance shall be primary insurance and shall name the City, its officers, employees, and agents as additional insureds. The insurer shall 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 without providing thirty (30) days' prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled, the Franchisee shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 13.1 to the Chief Administrative Officer. No work or services under this Agreement shall commence until the Franchisee has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverage and said Certificates of Insurance or binders are approved by the City.

13.1.6 No Limitation. Franchisee agrees that the provisions of this Article 12 shall not be construed as limiting in any way the extent to which the Franchisee may be held responsible for the payment of damages to any persons or property resulting from the Franchisee's activities or the activities of any person or persons for which the Franchisee is otherwise responsible.

13.1.7 Rating. The insurance policies required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California rated All 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 IV or better, unless such requirements are waived by the Chief Administrative Officer of the City.

13.1.8 Primary Insurance. The insurance policies shall be considered primary insurance as respects any other valid and collectible insurance the City may possess including

any self-insured retention the City may have, and any other insurance the City does possess shall be considered excess insurance and shall not contribute with it. The insurance policies shall act for each insured, as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.

13.1.9 Changes in Market. In the event the Chief Administrative Officer determines that (i) the market conditions creates an increased or decreased risk of loss to City, (ii) greater insurance coverage is required due to the passage of time or (iii) changes in the insurance industry require different coverages be obtained, Franchisee agrees that the minimum limits of any insurance policy required to be obtained by Franchisee may be changed accordingly upon receipt of written notice from the Chief Administrative Officer.

13.2 Indemnification. Without regard to the limits of any insurance coverage, Franchisee agrees to indemnify, defend with counsel appointed by the City, protect and hold harmless the City, its representatives, officers, agents and employees against any and an fines, response costs, assessments, actions, suits, injunctive relief, claims, damages to persons or property, losses, costs penalties, obligations, errors, omissions or liabilities, ("claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with (i) violations of the commerce clause of the U.S. Constitution, AB 939, the Comprehensive Environmental Response, Compensation and Liability Act, Title 42 U.S.C. §9601 *et seq.* ("CERCLA") , HSAA, RCRA, any other Hazardous Waste laws, or other Federal, State or local environmental statutes, ordinances and regulations which arise from this Agreement; (ii) the negligent performance of the work or services of Franchisee, its agents, employees, subcontractors, or invitees, provided for in this Agreement; (iii) the negligent acts or omissions of Franchisee hereunder, or arising from Franchisee's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the City, its representatives, officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, its representatives, officers, agents or employees, who are directly responsible to the City, and in connection therewith:

(a) Franchisee 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) Franchisee 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 or services of Franchisee hereunder; and Franchisee 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 Franchisee for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work or services of Franchisee hereunder, Franchisee 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.

Franchisee's obligations hereunder shall survive the termination or expiration of this Agreement

13.3 **Performance Bond**. The City requires the Franchisee to delivered to the City a performance bond in the sum of the amount of ONE MILLION DOLLARS ($1,000,000.00), in the form provided by the Chief Administrative Officer. Said performance bond shall guarantee Franchisee's faithful performance of waste hauling services under the auspices of this Agreement, including without limitation, payment of any penalty and the funding of any work to cure a breach of this Agreement. The bond shall be unconditional and remain in force during the entire term of this Agreement and shall be null and void only if the Franchisee promptly and faithfully performs all terms and conditions of this Agreement. The performance bond must be issued by a surety meeting the requirements of Section 13.1.7.

13.4 **AB 939 Guarantee and Indemnification**. Without in any way limiting the indemnification provisions in Section 13.2 above, Franchisee unconditionally guarantees compliance with the requirements AB 939 as amended from time to time. Franchisee shall carry out its obligations under this Agreement so that the City will meet or exceed the diversion requirements set forth in AB 939, and all amendments thereto, as more fully set forth below. City and Franchisee shall reasonably assist each other to meet the City's AB 939 diversion requirements. In carrying out the provisions of this Section, Franchisee agrees to perform the following obligations at its cost and expense:

(a) Defend, with counsel approved by City, indemnify and hold harmless the City against all fines and/or penalties imposed by the Board, if Franchisee fails or refuses to provide information relating to its operations which is required under this Agreement and such failure or refusal prevents or delays City from submitting reports required by AB 939 in a timely manner;

(b) Assist City in preparing for, and participating in, the Board's biannual review of the City's source reduction and recycling element pursuant to Public Resources Code Section 41825;

(c) Assist City in responding to inquires from the Board in applying for an extension under Public Resources Code Section 41820, if so directed by City; in conducting any hearing conducted by the Board relating to AB 939; or in any other investigative or enforcement manner undertaken by any agency;

(d) Defend, with counsel acceptable to City, and Indemnify and hold harmless the City against any fines or penalties levied against it for violation of AB 939's diversion requirements, excepting any fine or penalty imposed if City's failure to meet the Act's diversion requirements is the result of an order.

(e) In cooperating with the City, should it seek to become its own enforcement agency, to the extent it may be permitted under State law.

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13.5 **Education Programs**. Franchisee and City shall jointly develop and implement a public awareness and education program that is consistent with the City's Source Reduction and Recycling Element and its Household Hazardous Waste Element and also the City's Stormwater Program

ARTICLE XIV
GENERAL PROVISIONS.

14.1 **Late Payment Fee**. City shall give Franchisee written notice of any delinquent payment of any sum owing to City by Franchisee under this Agreement. In the event that Franchisee does not pay City such delinquent sum within ten (10) days of the date of the written notice, Franchisee shall pay the City the pre-determined penalty of one and one-half percent (1.5%) interest per month, or any fraction of a month, on the amount of delinquent sum commencing from the date such sum was originally due.

14.2 **Force Majeure**. The time period(s) specified for performance of the provisions of this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Franchisee, 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 City, if the Franchisee shall within ten (10) days of the commencement of such delay notify the Chief Administrative Officer in writing of the causes of the delay; no extension of time for performance shall be granted, however, by reason of the unavailability of any Disposal Site or by reason of strikes, lockouts, or other labor disturbances, or breakage or accidents to vehicles, equipment, machinery or plants. The Chief Administrative 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 Chief Administrative Officer such delay is justified. In no event shall Franchisee be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Franchisee's sole remedy being extension of the Agreement pursuant to this Section 14.2.

14.3 **Notices**. All notices, demands, requests, approvals, disapprovals, proposals, consents, or other communications whatsoever which this Agreement contemplates or authorizes, or requires or permits either Party to give to the other, shall he in writing and shall be personally delivered, sent by telecopier or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective Party as follows:

If to Franchisee: _____

If to City: CITY OF BELL
Chief Administrative Officer

A copy to: ALESHIRE & WYNDER, LLP
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
Attention: David J. Aleshire, City Attorney

or to such other address as either Party may from time to time designate by notice to the other given in accordance with this Section 14.3. Notice shall be deemed effective on the date personally served or by facsimile or, if mailed, three (3) days from the date such notice is deposited in the United States mail.

14.4 **Non-discrimination**. Franchisee 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, sexual orientation, or ancestry in the performance of this Agreement. Franchisee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation, national origin or ancestry.

14.5 **Compliance with Immigration Laws**. Franchisee agrees that, in the performance of this Agreement, it will comply with all applicable immigration laws and regulations.

14.6 **No Liability of City Officials**. No officer, employee or agent of the City shall be personally liable to the Franchisee, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Franchisee or to its successor, or for breach of any obligation of the terms of this Agreement.

14.7 **Laws and Regulations**. Franchisee shall observe all the terms of any City ordinance or resolution now in effect, or as the same may be subsequently adopted or amended by the City, governing or affecting the collection, removal and disposal of Municipal Solid Waste in the City of Bell. Franchisee further agrees to comply with all applicable county, State or Federal laws or regulations as they exist now or may subsequently be adopted or amended, governing the collection, removal and disposal of Municipal Solid Waste. Franchisee further agrees to comply with all applicable State and Federal laws governing employment, wages, working conditions, use of materials, equipment, supplies and the like.

14.8 **Proprietary Information: Public Records**. The City acknowledges that a number of the records and reports of the Franchisee are proprietary and confidential. Franchisee

is obligated to permit City inspection of certain of its records, as provided herein, on demand and to provide copies to City where requested. City will endeavor to maintain the confidentiality of all proprietary information provided by Franchisee and shall not voluntarily disclose such proprietary information. Notwithstanding the foregoing, any documents provided by Franchisee to City that are public records may be disclosed pursuant to a proper public records request.

14.9 [Reserved.]

14.10 **Waiver of Future Claims**. No delay or omission in the exercise of any right or remedy by a nondefaulting Party on any default shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. 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.

14.11 **Conflict of Interest**. No officer or employee of the City 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 affects 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 Franchisee warrants that it has not paid or given and will not payor give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement.

14.12 **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.

14.13 **Integration: Amendment**. 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. This Agreement may only be amended at any time by the mutual consent of the Parties by an instrument in writing. This Agreement is intended, in part, to carry out City's obligations to comply with the provisions of AB 939 and regulations promulgated thereunder, as amended from time to time. In the event that AB 939 or other State or Federal laws or regulations enacted after this Agreement prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations. No other amendment of this Agreement shall be valid unless in writing duly executed by the Parties.

14.14 **Severability**. In the event that part of 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 portions 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.

14.15 **No Joint Venture**. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Franchisee, its agents or employees, perform the services required herein, except as otherwise set forth. Franchisee shall perform all services required herein independent from the City and shall remain at all times as to City a wholly independent entity with only such obligations as are consistent with that role. Franchisee 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 Franchisee in its business or otherwise or a joint venturer or a member of any joint enterprise with Franchisee.

14.16 **Corporate Authorization**. Franchisee has the authority to enter into and perform its obligations under this Agreement. The Board of Directors of Franchisee (or the shareholders if necessary) have taken all actions required by law, its articles of incorporation, its bylaws or otherwise, to authorize the execution of this Agreement. The persons signing this Agreement on behalf of Franchisee have authority to do so. Entering into this Agreement does not violate any provision of any other Agreement to which Franchisee is bound.

IN WITNESS WHEREOF, the Parties hereto do hereby set their hands and seals as of the day and the year first written above.

FRANCHISEE

_____, a California Corporation

_____

By:
Title:

_____

By:
Title:

CITY OF BELL

By: _____

_____, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

City Attorney

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Attachments

Enclosed in this section are the following Maximum Permitted Rate Schedules:

- Attachment C-1: Residential Service
- Attachment C-2: Commercial Service
- Attachment C-3: Multi-Family Service
- Attachment C-4: Temporary Bin/Box Service

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Attachment C-1 - Total Maximum Permitted Rate Schedule

Residential Services

Fill in the rates below for each level of service. Rates must show the total cost in each category. Rates listed will be in accordance with Section 7 "Maximum Rates" of the RFP.

Each contractor is responsible for completing this form.

Standard Residential Service - 3 Cart Automated System
(Refuse, Recycling, Green Waste)

	Monthly Fee	Quarterly Fee
95 - Gallon Refuse (Cart) 64 - Gallon Recyclable (Cart) 64 - Gallon Green Waste (Cart)	$13.75	$41.25
Discounted Residue Cart (64-gallon) (Reduction in Rate)	<$ 1.00 >	<$ 3.00 >
Senior/Handicap Discount Services (Optional) (Reduction in Rate)	<$ 1.00 >	<$ 3.00 >
Friday Collection Premium (If any) Same as Standard Rate Above (no premium)	$13.75	$41.25

(Additional recycling and green waste containers must be supplied to residents free of charge if requested.)

	Monthly Fee	Quarterly Fee
Additional 95 – Gallon Refuse Container (Cart)	$ 4.50	$13.50

	Monthly Fee	Quarterly Fee
Backyard Service (Optional) (In addition to regular service rate)	$ 3.45	$10.35
On-call bulky pick-up fee (per pick-up)	$25.00	
Percentage fee adjustment (if any) for the right to request that delinquent accounts be placed by the City on the tax roll once per year	5%	

Attachment C-2 - Total Maximum Permitted Rate Schedule

Commercial Service

Fill in the rates in the below boxes for each level of service. Rates must show the total cost for each category. See Section 7 of the RFP.

Standard Commercial Service Number of Collections Per Week

CONTAINER TYPE/SIZE	1	2	3	4	5	ADDITIONAL PICKUPS (SAME DAY)
95 Gallon Containers	$45.69 per cont.	$76.15 per cont.	$106.62 per cont.	$137.08 per cont.	$167.55 per cont.	
2 Cubic Yard Bin	$114.30	$190.42	$266.62	N/A	N/A	$25.00
3 Cubic Yard Bin	$137.07	$213.27	$289.52	$365.71	$441.85	$25.00
Compacting 3 Cubic Yard Bin	$219.31	$341.23	$463.23	$585.14	$706.96	$25.00
Compacting 30 Cubic Yard Box	$593.82 w/9 tons					
Standard 40 Cubic Yard Box	$473.31 w/7 tons					
Recycling 3 Cubic Yard Bin (Co-Mingled)	$54.83	$85.31	$115.81	N/A	N/A	N/A
Recycling 40 Cubic Yard Box (Co-Mingled)	$331.32					

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Attachment C-3 - Total Maximum Permitted Rate Schedule

Multi-Family Services

Fill in the rates in the below boxes for each level of service. Rates must show the total cost for each category. See Section 7C of the RFP.

Standard Multi-Family Services Number of Collections Per Week

CONTAINER TYPE/SIZE	$ 1	2	3	4	5	ADDITIONAL PICKUPS (SAME DAY)
95 Gallon Containers	$ 27.50 per cont.	$ 55.00 per cont.	$ 82.50 per cont.	$110.00 per cont.	$137.50 per cont.	$15.00 per cont.
2 Cubic Yard Bin	$114.30	$190.42	$266.62	N/A	N/A	$25.00
3 Cubic Yard Bin	$137.07	$213.27	$289.52	$365.71	$441.85	$25.00
Recycling 3 Cubic Yard Bin (Mixed)	$ 54.83	$ 85.31	$115.81	N/A	N/A	N/A

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Attachment C-4 - Total Maximum Permitted Rate Schedule

Temporary Bin/Box Service

Fill in the rates in the below boxes for each level of service. Rates must show the total cost for each category. See Section 7C of the RFP

Standard Temporary Bin/Box Service Charge

CONTAINER TYPE/SIZE	PICKUP/DELIVERY CHARGE	PER DUMP CHARGE	OVERWEIGHT CHARGE PER TON	DAILY RENTAL AFTER 7 DAYS WITHOUT DUMP	DEAD RUN CHARGE
3 Cubic Yard Bin	$141.17 Includes 1 dump	$41.51		$13.45	$14.50
10 Cubic Yard Box	$473.31 w/7 tons		$35.00	$16.50	$85.00
15-20 Cubic Yard Box	$473.31 w/7 tons		$35.00	$16.50	$85.00
30 Cubic Yard Box	$473.31 w/7 tons		$35.00	$16.50	$85.00
40 Cubic Yard Box	$473.31 w/7 tons		$35.00	$16.50	$85.00

1) Overweight charge shall only apply to loads in excess of seven (7) tons.

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Addendum #1 to the City of Bell RFP

As cited in the proposed franchise agreement (Article VIII) for solid waste and recycling service, all franchise rates in the City of Bell will consist of two major components: collection and disposal. In responding to this RFP bidders are required to show the following sub-component costs for each rate type* at a once per week service level. This was a specific request of the City Council. Use the table below as a model for your bid.

SERVICE TYPE:

Labor	_____	
Vehicle **	_____	
Container/Bins	_____	Behind this page
Overhead/Profit/Fees	_____	
Collection Component Total	_____	

Processing	_____	
Transfer	_____	Behind this page
Landfill or End User***	_____	
Disposal Component Total****	_____	

Total Rate	_____	Behind this page

*Rate types include trash, recycling, and green waste service for residential/multi-family cart, multi-family bin, commercial bin, recurring compactor, recurring roll-off, temporary bin, and temporary roll-off.

**Vehicle sub-component includes fuel, maintenance and purchase price

***Rate for green waste and recycling will substitute an "end user" facility cost for landfill cost, where applicable.

****Disposal Component must also be calculated and listed as a total per ton fee.

Once a week service only

Addendum #1 to the City of Bell RFP

Service Type	Residential	Commercial	Roll Off
Labor	$ 4.23	$ 11.21	$ 65.44
Vehicle	$ 2.56	$ 8.75	$ 41.79
Container/Bins	$ -	$ 1.40	$ 2.82
Overhead/Profit/Fees	$ 1.40	$ 79.17	$ 43.21
Collection Component Total	$ 8.19	$ 100.53	$ 153.26
Processing	$ 3.87	$ 36.54	$ 320.05
Transfer	$ 1.69	$ -	$ -
Landfill	$ -	$ -	$ -
Disposal Component Total	$ 5.56	$ 36.54	$ 320.05
Total Rate	$ 13.75	$ 137.07	$ 473.31

Initial Review of RFP Responses

and

Recommended Selection Criteria

Prepared for

City of Bell Committee

Solid Waste & Recycling Franchise RFP Review

April/May 2012

Prepared by

WASTE SYSTEMS MANAGEMENT, LLC

Los Angeles County
562-245-7909

Orange County
949-837-3618

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Executive Summary

Waste Systems Management (WSM) was retained by the City of Bell (City) to assist in a request for proposals (RFP) process to allow the City of Bell to award a new trash and recycling service franchise. This process included the creation of an RFP document, creation of a new franchise contract, solicitation of bidders, and an initial review of all submitted proposal by interested firms, as an assistant to the City's pro bono consultant, Mr. Bill Smith.

A total of seven haulers submitted proposals for consideration. While WSM was not charged with selecting the winning bidder it was determined that our expertise could provide assistance in facilitating a City committee with their proposal review process.

The following document was prepared by WSM and used by the selection committee to assist in their review process, facilitate deliberations, and ultimately select a firm to recommend to the City Council for franchise award.

Michael Balliet
Partner
Waste Systems Management, LLC

Overview

The City's selection criteria are fairly simple. You want a firm that will provide great service, at a competitive rate, while being able to protect you from significant price increases over the franchise term. You also want to be assured that the firm selected is responsible in their handling of your material and that no "surprises" surface after your selection is made. This accompanying synopsis is designed to assist the committee in its review and selection process.

We have summarized in the "responsiveness" tables below each firm's compliance with RFP requirements.

Proposal Responsiveness with RFP Requirements

RFP Compliance Category	Met Requirements In All Areas					Incomplete	
	CDS	WMI	Athens	Crown	UWS	WRI	UPW
Cover Letter							
Binding Letter	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Nearest Office	Santa Fe Springs	Compton	Industry	Sun Valley	Norwalk	Los Angeles	Pico Rivera
Statement of Information	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Statement of Review	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Statement of Acceptance	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Statement of Understanding	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Experience & Qualifications							
Mimimum 5-Years Exp.	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Last 10-Years Experience	Yes	Yes	Yes	Yes	Yes	No	2005-2012
Min. Three (3) References	Yes	Yes	Yes	Yes	Yes	1 California	2
Organization & Staffing							
Method & Approach	Yes	Yes	Yes	Yes	Yes	Minimal	Yes
Organization Chart	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Team Members Responsibilities	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Key Contact Person	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Resumes of Team	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Background							
Understanding of City & Services	Yes	Yes	Yes	Yes	Yes	Yes	Minimal
Independent Review of Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Provided Methodology of Review	Yes	Yes	Yes	Yes	Yes	Yes	Minimal
Work Plan & Methodology							
Describe Services & Methodology	Strong	Strong	Strong	Yes	Yes	Yes	Yes
Meeting 50% Diversion Requirements	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Diversion/Additional Guarantees	None	None	55%	None	None	None	None
Facility SWISS Infomration	Yes	Yes	Yes	Yes	Yes	No	Missing
Facility Types and Capacity	Strong	Strong	Good	Good	Minimal	Minimal	Minimal

As shown above Consolidated Disposal Service (CDS), Athens Services, Waste Management (WMI), Crown Disposal, and Universal Waste Systems (UWS), met the general RFP requirements listed above. Waste Resources Incorporated (WRI) and United Pacific Waste (UPW) submitted proposals that failed to meet all RFP requirements.

The proposals from WRI and UPW were judged as incomplete as these firms could not demonstrate the 10-year experience level required, nor could they provide the required three (3) Southern California references.

Given the pending closure of Puente Hills Landfill (2013) the contracted hauler's ability to provide the City with long term disposal capacity is a significant consideration in this franchise award. Two firms, Consolidated and Waste Management own and operate area landfills thus they can guarantee landfill capacity within their proposed rate structures. Crown Disposal currently utilizes additional landfills to Puente Hills, thus provides the City with a "good" probability that they can offer long-term disposal within the rates proposed. Athens Disposal currently

utilizes Puente Hills but with the volume of waste they currently have under contract, they warrant the "good" rating given as they have the ability to negotiate "volume" pricing with competing landfill facilities.

Universal Waste, WRI, and UPW also propose using Puente Hills landfill without providing any assurances of landfill disposal capacity after this facility closes. Like Athens' each firm would undoubtedly be able to negotiate for landfill disposal rights, however these three firms are not likely to have the volume of solid waste under contract to negotiate the best rates. A significant increase in landfill disposal costs could potentially impact their ability to perform at proposed rates. Therefore these three firms are rated as minimally compliant with the RFP in terms of facility types and capacity.

RFP Compliance Category	Met Requirements In All Areas						
	CDS	WMI	Athens	Crown	UWS	WRI	UPW
Schedule of Services							
Schedule of providing Services							
Collection Times	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Days per Week	Friday	Thursday	Thur-Fri	Mon-Fri	Mon-Thurs	Mon-Fri	Mon-Fri
Routes (Described)	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Maximum Rate Sheets	Included	Included	Included	Included	Included	Included	Included
Rate Hold	1-Year	1-Year	1-Year	1-Year	1-Year	1-Year	1-Year
Equipment List							
Make/Model/Year	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Identification	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Number of Vehicles	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Three (3) Years or Newer 1st Year	Yes	Yes	Yes	Yes	Yes	Yes	Yes
New after 1st Year	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Alternative Fuel	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Safety Training & Equipment Records							
Health & Safety Programs	Yes	Yes	Yes	Minimal	Yes	Yes	Yes
Hazardous Waste Procedures	Yes	Yes	Yes	Minimal	Yes	No	Yes
Employee Manual	Yes	Yes	Yes	No	No	No	Yes
Equipment Safety Records	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Implementation Plan							
Transition Plan	Strong	Strong	Strong	Yes	Yes	Yes	Yes
Ability & Experience	Strong	Strong	Strong	Yes	Yes	Yes	Yes
City Staff Requiements	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Purchase Schedule	Yes	Yes	Yes	Yes	Yes	Yes	Yes

All seven firms met the RFP requirements in the second set of categories. It should be noted that overall proposal quality and detail of responses were superior in the proposals provided by Consolidated and Waste Management. The proposal from Athens Services was also well executed. All firms were noted as meeting the above RFP requirements if they provided a response. However, as noted above, there was significant discrepancy in the detail of responses provided.

RFP Compliance Category	Met Requirements In All Areas						Incomplete
	CDS	WMI	Athens	Crown	WRI	UPW	UWS
Customer Service							
English and Spanish Languages	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Quarterly Billing Ability	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Billing Inserts	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Wed-Site/Page	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Annual Evaluation Study	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Indentified Dedicated Staff	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Toll-Free Number	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Financial Statements							
Past 3 years	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Balance Sheets	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Profit/Loss Statement	Yes	Yes	No	Yes	Yes	Yes	Yes
Insurance/Surety							
Meets Minimum Req.							
Performance Bond Ability	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Past/Pending Litigation (5 years)							
Statement of Complaince							
No Exceptions	None	Exceptions	None	None	Exceptions	None	Exceptions
Contains Exceptions	N/A	Yes	N/A	N/A	Yes	N/A	Yes
Submitted Required Addendum #1	Yes	Yes	Yes	Yes	Yes	Yes	No

Summary of Proposal Responsiveness

With respect to responsiveness and quality of proposals provided Consolidated Disposal, Waste Management, and Athens Services were superior. Crown Disposal by and large met all RFP criteria. Waste Resources Incorporated, United Pacific Waste, and Universal Waste did not fully meet all RFP criteria.

The proposal submitted by Universal Waste did not include the required Addendum #1, which was a breakdown of proposed pricing into rate component categories. Such a breakdown allows us to assess the validity of proposed rates. In addition, this component breakdown establishes the basis for all future rate increase calculations. Universal Waste was the only proposer who did not attend the pre-bid meeting. Therefore it is possible that they were never made aware of Addendum #1 (meeting attendee list used for all subsequent communications by the City). While Universal Waste should have contacted the City to determine if any addendums had been created (common practice), the committee is advised not to eliminate them from consideration for this oversight.

Waste Management, Waste Resources Incorporated, and Universal Waste had noted exceptions. These could all be categorized as minor points of negotiation in the final contracting process. None of the noted exceptions prevent consideration of these firms for contract award.

Proposed Pricing

We prepared a detailed pricing matrix to accurately present the pricing proposed by each firm. This pricing matrix takes each bidder's proposed rates and applies them to existing service types and levels present in the City of Bell during the first quarter of 2012. This matrix is also verified against the audited gross receipts of your current service provider to ensure that it is both an impartial and accurate representation of the total cost of service proposed by each firm.

The following is a summary of pricing matrix results:

Pricing Matrix Summary - City of Bell Solid Waste Franchise Proposals

Universal Waste	Monthly Residential Cart Service	$	120,001.62
			12
	Annual Residential Cart Service	$	1,440,019.44
	Monthly Commercial & Temp	$	90,826.00
			12
	Annual Commercial & Temp	$	1,089,912.00
	Monthly Recycling & Special	$	4,740.00
			12
	Annual Recycling & Special	$	56,880.00
	Total Annual Cost Estimate	**$**	**2,586,811.44**

Athens Disposal	Monthly Residential Cart Service	$	87,696.36
			12
	Annual Residential Cart Service	$	1,052,356.32
	Monthly Commercial & Temp	$	148,675.49
			12
	Annual Commercial & Temp	$	1,784,105.88
	Monthly Recycling & Special	$	6,250.19
			12
	Annual Recycling & Special	$	75,002.28
	Total Annual Cost Estimate	**$**	**2,911,464.48**

Consolidated Disposal	Monthly Residential Cart Service	$	87,572.50
			12
	Annual Residential Cart Service	$	1,050,870.00
	Monthly Commercial & Temp	$	156,416.16
			12
	Annual Commercial & Temp	$	1,876,993.92
	Monthly Recycling & Special	$	7,122.16
			12
	Annual Recycling & Special	$	85,465.92
	Total Annual Cost Estimate	**$**	**3,013,329.84**

Waste Resources, Inc.	Monthly Residential Cart Service	$	121,195.74
			12
	Annual Residential Cart Service	$	1,454,348.88
	Monthly Commercial & Temp	$	160,078.54
			12
	Annual Commercial & Temp	$	1,920,942.48
	Monthly Recycling & Special	$	7,700.50
			12
	Annual Recycling & Special	$	92,406.00
	Total Annual Cost Estimate	**$**	**3,467,697.36**

Crown Disposal	Monthly Residential Cart Service	$	122,107.10
			12
	Annual Residential Cart Service	$	1,465,285.20
	Monthly Commercial & Temp	$	167,535.41
			12
	Annual Commercial & Temp	$	2,010,424.92
	Monthly Recycling & Special	$	11,013.92
			12
	Annual Recycling & Special	$	132,167.04
	Total Annual Cost Estimate	**$**	**3,607,877.16**

United Pacific Waste	Monthly Residential Cart Service	$	123,612.83
			12
	Annual Residential Cart Service	$	1,483,353.96
	Monthly Commercial & Temp	$	185,157.00
			12
	Annual Commercial & Temp	$	2,221,884.00
	Monthly Recycling & Special	$	9,709.00
			12
	Annual Recycling & Special	$	116,508.00
	Total Annual Cost Estimate	**$**	**3,821,745.96**

Waste Management	Monthly Residential Cart Service	$	128,406.45
			12
	Annual Residential Cart Service	$	1,540,877.40
	Monthly Commercial & Temp	$	185,626.90
			12
	Annual Commercial & Temp	$	2,227,522.80
	Monthly Recycling & Special	$	9,175.75
			12
	Annual Recycling & Special	$	110,109.00
	Total Annual Cost Estimate	**$**	**3,878,509.20**

Clearly the proposed pricing provides some significant separation among the bidders. Given their proposal responsiveness issues, the high pricing quoted by Waste Resources Inc. and United Pacific Waste effectively eliminates them consideration. Despite a good proposal and capabilities, Crown Disposal's pricing also eliminates them from serious consideration. Finally, despite a fantastic proposal and excellent qualifications/facilities, Waste Management's "highest" price is a serious negative. Consolidated Disposal provides virtually identical "Large Firm" qualifications and facilities at a significantly lower price. That leaves Universal Waste, Athens Services, and Consolidated Disposal for the committee to seriously consider.

City of Bell
Agenda Report

DATE: May 16, 2012

TO: Mayor and Members of the City Council

FROM: Terry Rodrigue PE, City Engineer

APPROVED BY: Arne Croce, Interim City Manager

SUBJECT: Engineer's Reports for Fiscal Year 2012/2013 Landscape and Lighting District and Sewer Maintenance District

RECOMMENDATION:

1. Adopt Resolutions numbers 2012-39 and 2012-40 approving the Engineer's Reports regarding the levying and collection of assessments within the City's Landscape and Lighting and Sewer Maintenance Assessment Districts.

2. Adopt Resolutions numbers 2012-41 and 2012-42 setting July 18, 2012 for a separate Public Hearing to consider the levying and collection of assessments within the above-described Assessment Districts.

BACKGROUND:

Pursuant to the requirements by the State of California, as defined in Streets and Highways Code and Health and Safety Code, an Engineer's report is necessary to be prepared, examined and approved by the City Council prior to levying and collecting assessments for the above referenced assessment districts. At the regular meeting of May 2, 2012 the City Council directed the City Engineer to initiate the Engineer's Reports for the Landscape and Lighting and Sewer Maintenance Assessment Districts.

The Engineer's Reports have specific information as to the assessment and distribution of costs including the cost to each City Parcel. For Council's information, below is a summary of services received by City residents for each of the Districts involved.

1. <u>LANDSCAPE AND LIGHTING</u>

   a. Pay for energy costs for all City streets lights (approximately 2,000) to the Edison Co. including City owned lights and Edison owned.
   b. Pay for energy costs for approximately thirty six (36) traffic signal lights. This includes the maintenance of poles, lamps, and other miscellaneous items.

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c. Maintenance of landscaping and irrigation systems at Veterans' Park, Bianchini Park, Treder Park, Debs Park, Little Bear Camp; medians on: Atlantic Avenue, Florence Avenue, Eastern Avenue and Bandini Avenue; slope maintenance on Randolph Street, Florence Avenue and the Los Angeles River; and Annual Tree Trimming of approximately 2,341 City Trees.

2. SEWER MAINTENANCE DISTRICT

a. Clean approximately 45 miles of sewer lines every two (2) years. Also inspect and record with video the conditions of sewers to assess needed improvements, which consist of lining or replacing damaged sections of clay pipe.
b. Make repairs as needed to City sewer lines, conform to regulatory requirements and prepare and implement capital improvements as necessary.

FISCAL IMPACT:

1. LANDSCAPE AND LIGHTING

a. It is recommended that the assessment for the landscape and lighting district **be reduced by 12.7%** for FY 2011-2012. This is primarily due to a change in cycle for trimming City trees from every year to every three years and the resulting savings. Following is an example of the assessment for five (5) or fewer units:

FY 2011 – 12	FY 2012 – 13
Assessment per Unit	Assessment per Unit
$74.04 per year	$ 64.66 per year
$ 6.17 per month	$ 5.39 per month

b. Projected Fund Balance at June 30, 2012 - $635,617
c. Projected Fund Balance at June 30, 2013 - $664,457
d. City staff recommends maintaining reserves for future capital projects and emergencies.

2. SEWER MAINTENANCE DISTRICT

a. It is recommended that the assessment **remain unchanged** from FY 2011 – 2012. Following is an example of the assessment for Five (5) or fewer units:

FY 2011 – 12	FY 2012 – 13
Assessment per Unit	Assessment per Unit
$33.12 per year	$ 33.12 per year
$ 2.76 per month	$ 2.76 per month

b. Projected Fund Balance at June 30, 2012 - $772,973
c. Projected Fund Balance at June 30, 2013 - $349,703. The fund balance increased significantly in 2011/2012 because the contract for sewer flushing was not completed. In Fiscal Year 2012-2013 staff plans to perform the normal flushing program plus the program from last year which will come out of the unused fund balance.
d. City staff recommends maintaining reserves for future capital improvements and emergencies.

Upon review and approval of these reports, the second set of resolutions will set the regular City Council meeting of July 18, 2012 at 7:00 P.M. as the time and place for the Public Hearings to consider the intent to levy the property tax and the annual assessments for the above Assessment Districts.

In previous years the City has assessed properties for solid waste collection and recycling services. With the change to direct billing by the solid waste hauler included in the ne franchise agreements these assessments will no longer be made.

FISCAL IMPACT

The levying of these assessments allows the City to continue to collect funds for the maintenance and upkeep of allowable facilities related to the Landscape and Lighting District and Sewer Maintenance District. Failure to levy these assessments would result in a funding gap of $822,693 for Fiscal Year 2012/2013 that would need to be filled by the City's General Fund as there are no other funding sources available to maintain this infrastructure.

ATTACHMENTS

Engineer's Report for Landscape and Lighting District
Engineer's Report for Sewer Maintenance District
Resolution Nos. 2012-39 and 2012-40 Approving the Engineer's Reports
Resolution Nos. 2012-41 and 2012-42 Setting Public Hearing Date on July 18, 2012

RESOLUTION NO. 2012 - 39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA APPROVING THE ENGINEER'S REPORT REGARDING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE CITY OF BELL LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT FOR THE 2012-2013 FISCAL YEAR AND DIRECTING THAT THE CITY CLERK MAKE THE ENGINEER'S REPORT A PERMANENT RECORD AVAILABLE FOR PUBLIC INSPECTION.

WHEREAS, the City Council of the City of Bell, California, pursuant to the provisions of Division 15, Part 2, Sections 22500 et seq of the Streets and Highways Code of the State of California, on May 2, 2012, previously ordered the preparation of an Engineer's Report for the annual levy and collection of assessments against lots and parcels of land within the City of Bell Landscaping and Lighting District for the Fiscal Year commencing July 1, 2012 and ending June 30, 2013, consisting of plans and specifications, an estimate of cost, an assessment of costs, and a diagram of the assessment district known and designated as City of Bell Landscaping and Lighting Assessment District; and

WHEREAS, there now has been presented o this City Council the Report dated May 2012 and part hereof as Exhibit A, as previously directed by Council action on May 2, 2012 and

WHEREAS, parcels located in the District are assessed varying rates according to the General Plan Land Use designation for the respective parcels; and

WHEREAS, the City Council has now proceeded to carefully examine, inspect and consider the Report as presented and is satisfied with each and all of the items and documents as set forth therein and is satisfied that the assessments have been spread in accordance with the benefits received from the services as set forth in said Engineer's Report.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, DOES RESOLVE:

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

Section 2. That the Engineer's Report as presented, which consists of the following:

1. Plans and Specifications
2. Estimate of Costs
3. Assessment of Estimated Costs
4. Diagram of Assessment District

Is hereby approved on a preliminary basis and is ordered to be filed in the Office of the City Clerk as a permanent record and shall remain open for public inspection.

Section 3. That this Resolution shall take effect immediately; and the City Clerk shall certify to the passage of this Resolution and the minutes of this meeting shall so reflect the presentation of the Engineer's Report; and shall cause the same to be processed in the manner required by law.

ADOPTED AND APPROVED THIS 16th DAY OF MAY, 2012.

Ali Saleh, Mayor

APPROVED AS TO FORM

DAVE ALESHIRE, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Patricia Healy, Interim 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 16th day of May, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Patricia Healy, Interim City Clerk

Exhibit "A"

ENGINEER'S REPORT
FOR THE
LANDSCAPING AND LIGHTING
ASSESSMENT DISTRICT
IN THE CITY OF BELL
FISCAL YEAR 2012 – 2013

May 2012

SECTION No. 1 AUTHORITY OF THE ENGINEER'S REPORT

This report is prepared under the authority and direction of the City Council in response to their action at the May 2 2012 City Council meeting, wherein they intend to impose charges for Landscape and Lighting services, and in compliance with the requirements of Article 4, Chapter I, Landscaping and Lighting Act 1972, being Part 2, Division 15 of the Street and Highways Code, State of California. This Report covers the period from July 1, 2012 to June 30, 2013.

SECTION No. 2 PLAN AND SPECIFICATIONS

The plans for the lighting Improvements within the District are on file in the office of the City Engineer of the City of Bell and the Southern California Edison Company's engineering office and are available for public review. Power for lighting and for traffic signals shall be furnished by the Southern California Edison Company, its successors or assigns and it shall be adequate for the intended purposes. Rates for power shall be those authorized by the Public Utility Commission, State of California. The City is also part of and responsible for the operation, maintenance, and energy costs of the street lights included in the Bell Lighting District #3 administered by the Los Angeles County Department of Public Works. The complete lighting system shall be maintained to provide adequate illumination. Maintenance shall be provided by the Southern California Edison Company and shall include but not be limited to removal, repair, replacement of relocation of light standards, poles, bulbs, fixtures, circuits, and all appurtenances.

The plans and specifications for the Landscape Improvements and maintenance within the District are on file in the office of the City Engineer of the City of Bell and are available for public inspection. Reference is made to such maps, plans, and specifications for the exact location and nature of the improvements. The City is also responsible for the continuous maintenance of all green areas throughout the entire city, included but not limited to the landscape and irrigation systems at Veterans' Park, Bianchini Park, Treder Park, Debs Park, Little Bear Camp; median landscape at: Atlantic Avenue, Florence Avenue, Eastern Avenue and Bandini Avenue; slope maintenance on Randolph Street, Florence Avenue and the Los Angeles River. Any additional green space owned by the City but not specifically mentioned in this report is also included. Additionally, this includes the yearly maintenance, trimming, removal and replacement of City trees within the public right-of-way.

These documents are hereby made part of this report.

SECTION No. 3 DIAGRAM FOR DISTRICT

The properties subject to charges consist of all assessable parcels within the corporate limits of the City of Bell. Reference is hereby made to the County of Los Angeles Assessor's Rolls for the size, dimension, location and detail description of each parcel within the District.

SECTION No. 4 ESTIMATED COSTS OF SERVICES

The total estimated costs for the Landscape and Lighting Services within the District are $471,778. For the breakdown of costs reference is made to Table 1.

SECTION No. 5 ASSESSMENT

The District is divided into four zones to recognize the various levels of estimated benefits received within the District. The general description of the zones is as follows:

Zone 1.	Consists of all residential property with five or fewer dwelling units
Zone 2.	Consists of all residential property with six or more dwelling units
Zone 3.	Consists of all commercial property
Zone 4.	Consists of the Trammel Crow District

The estimated apportioned amount to be assessed upon the properties within the District is shown in Table 2.

A list of all parcels within the District will be prepared and filed with the City of Bell indicating the amount apportioned to each assessable parcel within the District.

Upon confirmation the roll will be furnished for submittal to the County Auditor – Controller for collection in the tax bills.

Respectfully submitted,

Terry J. Rodrigue P.E.
Assessment Engineer

CITY OF BELL
2012 – 2013
LANDSCAPING AND LIGHTING DISTRICT

May 2012

TABLE 1
ASSESSMENT SUMMARY

Assessments	$471,778
Estimated Costs	$471,778
Projected Year-Fund Reserve	$704,500

TABLE 2
SUMMARY OF CHARGES

Description	Authorized Charges per Unit	Unit	Percent Change from Previous Year
Residential: 5 or fewer units	$64.66/year	Parcel	-12.7%
Residential: 6 or more units	$ 4.21/FF/year	Front Footage	-12.7%
Commercial	$ 4.21/FF/year	Front Footage	-12.7%
Trammel Crow District	$12.41/FF/year	Front Footage	-12.7%

FF = FRONT FOOTAGE

SCHEDULE "A"

CITY OF BELL

LANDSCAPING AND LIGHTING
ASSESSMENT DISTRICT
ENGINEER'S ESTIMATE
FY 2012 – 2013

Expenses

Capital Improvements, Maintenance and Administrative Expenses	
Operation Services (Various private contractors)	$373,600
City Administration (10% of Total Receivable)	$ 47,178
Subtotal	**$420,778**
Incidental Expenses	
County Assessor's Fee	$ 1,500
Engineer's Report	4,000
City Attorney	4,000
Public Notice	1,500
Subtotal	**$ 11,000**
Additional Fund Reserve	**$ 40,000**
TOTAL EXPENSES:	**$471,778**

Revenue

ASSESSMENT FY 12-13	**$471,778**

Fund Balance

Projected Beginning Fund Balance	**$664,500**
Projected Ending Fund Balance	**$704,500**

RESOLUTION NO. 2012- 40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, APPROVING THE ENGINEER'S REPORT REGARDING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE CITY OF BELL SEWER MAINTENANCE DISTRICT FOR THE 2012-13 FISCAL YEAR AND DIRECTING THAT THE CITY CLERK MAKE THE ENGINEER'S REPORT A PERMANENT RECORD AVAILABLE FOR PUBLIC INSPECTION.

WHEREAS, the City Council of the City of Bell, California, pursuant to the provisions of Sections 5470, et seq. of the Health and Safety Code and Sections 41900 et seq. of the Public Resources Code of the State of California, and Sections 13.04.100 et seq. of the Bell Municipal Code, by previous City Council action on May 2, 2012, ordered the preparation of an Engineer's Report for the annual levy and collection of assessments against lots and parcels of land within the City of Bell Sewer Maintenance District for the Fiscal Year commencing July 1, 2012 and ending June 30, 2013, consisting of description of properties, necessity of charges, cost of maintenance and assessment of the estimated cost; and

WHEREAS, there now has been presented to this City Council the Report, dated May 2012 and made part hereof as Exhibit A, as previously directed by Council action on May 2, 2012 , and

WHEREAS, parcels located in the District are assessed varying rates according to the General Plan Land Use designation for the respective parcels; and

WHEREAS, the City Council has now proceeded to carefully examine, inspect and consider the Report as presented and is satisfied with each and all of the items and documents as set forth therein and is satisfied that the assessments have been spread in accordance with the benefits received from the services as set forth in said Report.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, DOES RESOLVE:

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

Section 2. That the Report as presented, which consists of the following:

1. Description of Property Subject to Levy
2. Necessity for the Charges
3. Cost of Services
4. Assessment of Estimated Cost

is hereby approved on a preliminary basis and is ordered to be filed in the Office of the City Clerk as a permanent record and shall remain open for public inspection.

Section 3. That this Resolution shall take effect immediately; and the City Clerk shall certify to the passage of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Engineer's Report; and shall cause the same to be processed in the manner required by law.

ADOPTED AND APPROVED THIS 16th DAY OF MAY, 2012.

_____
Ali Saleh, Mayor

APPROVED AS TO FORM

_____
DAVE ALESHIRE, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Patricia Healy, Interim 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 16th day of May, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Patricia Healy, Interim City Clerk

Exhibit A

ENGINEER'S REPORT
FOR THE
SEWER MAINTENANCE DISTRICT
STANDBY AND AVAILABILITY CHARGES
IN THE CITY OF BELL
FISCAL YEAR 2012-2013

MAY 2012

SECTION No. 1 AUTHORITY OF THE ENGINEER'S REPORT

This report is prepared under the authority and direction of the City Council in response to their Resolution No. 2012 - ____, wherein they intend to impose standby and availability charges for sewer maintenance, and the requirements of Article 4, Chapter 6, Par 3, Division 5 of the Health and Safety Code of the State of California. This Report covers the period from July 1, 2012 to June 30, 2013.

SECTION No. 2 FACILITIES TO BE MAINTAINED

The various Plans and specifications depicting the City's sewer system are on file in the office of the City Engineer of the City of Bell and are available for public inspection. These plans and specifications are incorporated herein as part of this report.

SECTION No. 3 NECESSITY FOR THE CHARGES

The City, required by the Health and Safety Code to maintain certain sewer facilities within the City in a safe and sanitary condition, is responsible for maintaining its sewage collection system. As part of this effort, the City is required to clean and repair all main sewer collection lines and appurtenances. Ongoing efforts to keep the system in optimal conditions include the cleaning, video recording, and repairing of faulty sections of the system. Cleaning of the line is accomplished by water jetting the interior surface of the sewer lines and the subsequent video recording of the line to provide information regarding its current condition. This effort is performed by private contractors on a biennial schedule. Based on the information gathered during the cleaning operation, the City Engineer prepares plans and specifications for the repair of sections presenting unacceptable conditions. The City then contracts with private sewer contractors to repair such sections by either lining, spot-repairing, or replacing the damaged sections. The City is also required to conform to a variety of regulations of the State of California Water Board for the maintenance of the system and prevention and cleanup of sanitary sewer overflows. Thus, pursuant to Section 5470 et seq. of the Health and Safety Code of the State of California, it finds necessary to levy a charge for standby and availability on all properties that are or will be receiving these services to offset the costs incurred in the maintenance of the sewer system to assure the safe operation of the sewer facilities.

The City sewer system was installed beginning in the 1920's thru 1950's. For the past ninety years, the sewer clay pipe system has deteriorated as result of seismic movements, increase in use, and other factors which have created breakage and obstructions. The sewer pipe system contains approximated forty-five miles of vitrified clay pipe. After videotaping the system, the City had determined there is a capital need to replace a portion of the system at a cost of approximately two million dollars. Capital improvements should be budgeted on an annual basis to correct these deficiencies in the sewer pipe system to prevent serious clogging or overflows.

SECTION No. 4 DESCRIPTION OF PROPERTY SUBJECT TO LEVY

The properties subject to charges consist of all assessable parcels within the corporate limits of the City of Bell. Reference is hereby made to the County of Los Angeles Assessor's Roll for the size, dimension, location and land detail description of each parcel within the District.

SECTION No. 5 ESTIMATED COSTS OF MAINTENANCE

The total estimated costs for the implementation of the Plan within the District is $350,915. For the breakdown of costs, reference is made to Table 1.

SECTION No. 6 ASSESSMENT

The most equitable method of assessment relates the property usage of the sewer system and the maintenance costs. The District is divided into four zones based upon the density, levels, and type of usage and service requirements. The general description of the zones is as follows:

Zone 1. Consists of all residential property with five or fewer dwelling units

Zone 2. Consists of all residential property with six or more dwelling units

Zone 3. Consists of all commercial property with normal sewer usage

Zone 4. Consists of al commercial property with high sewer usage

The estimated apportioned amount to be assessed upon the properties within the District is shown in Tables 2 and 3. Table 2 will be used for properties not currently using sewer service, but for which sewer service is available. Table 3 will be used for properties currently using sewer service.

A list of all parcels within the District will be prepared and filed with the City of Bell indicating the amount apportioned to each assessable parcel within the district.

Upon confirmation, the roll will be furnished for submittal to the County Auditor – Controller for collection in the tax bills.

Respectfully submitted,

Terry J. Rodrigue, P.E.
Assessment Engineer

CITY OF BELL
2012 – 2013
SEWER MAINTENANCE DISTRICT
SEWER STANDBY AND AVAILABILITY CHARGES
ENGINEER'S ESTIMATE

MAY 2012

TABLE 1
ASSESSSMENT SUMMARY

Assessments*	$350,915
Estimated Costs	$350,915
Projected Year-End Fund Reserve	$336,000

*Parcels will be charged either the Standby Charges Table 2 or the Sewer Service Charges Table 3.

TABLE 2***
STANDBY CHARGES

Description	Authorized Charges Per Unit	Unit	Percent Change From Previous Year
Residential: 5 or fewer units	$12.70/year	DU**	0%
Residential: 6 or more units	$16.32/year	DU**	0%
Commercial: Normal Usage	$57.92/year	Parcel	0%
Commercial: High Usage	$96.58/year	Parcel	0%

**DU = DWELLING UNIT
***Table 2 to be used for properties not currently using sewer service but for which sewer service is immediately available.

TABLE 3****
SEWER SERVICE CHARGES

Description	Authorized Charges Per Unit	Unit	Percent Change From Previous Year
Residential: 5 or fewer units	$33.12/year****	DU**	0%
Residential: 6 or more units	$42.64/year****	DU**	0%
Commercial: Normal Usage	$151.53/year****	Parcel	0%
Commercial: High Usage	$252.67/year****	Parcel	0%

**DU = DWELLING UNIT
****Table 3 will be used for properties currently using sewer service.

SCHEDULE "A"

CITY OF BELL

SEWER MAINTENANCE DISTRICT
SEWER STANDBY AND AVAILABILITY CHARGES

ENGINEER'S ESTIMATE
FY 2012 – 2013

Expenses

Capital Improvements, Maintenance and Administrative Expenses	
Capital Improvements & Maintenance	$304,215
City Administration (10% of Total Receivable)	$ 35,100
Subtotal	**$341,300**
Incidental Expenses	
County Assessor's Fee	$ 2,100
Engineer's Report	4,000
City Attorney	4,000
Public Notice	1,500
Subtotal	**$ 11,600**
Additional Fund Reserve	**$ 0**
TOTAL EXPENSES:	**$350,915**

Revenue

TOTAL ASSESSMENT FY 12 - 13	**$350,915**

Fund Balance

Projected Beginning Fund Balance	**$336,000**
Projected Ending Fund Balance	**$336,000**

RESOLUTION NO. 2012 – 41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, COUNTY OF LOS ANGELES, CALIFORNIA, DECLARING THE INTENTION TO LEVY AND COLLECT THE ANNUAL ASSESSMENTS WITHIN THE CITY OF BELL LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT FOR THE 2012-2013 FISCAL YEAR PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, AND SETTING A TIME AND PLACE FOR PUBLIC HEARING OF OBJECTIONS HEREON.

WHEREAS, the City Council of the City of Bell, California, has previously ordered the Engineer to prepare and file a report pursuant to the provisions of Division 15, Pat 2, of the Streets and Highways Code of the State of California, being the "Landscaping and Lighting Act of 1972", for the annual levy and collection of assessments against lots and parcels of land within the assessment district known and designated as "THE CITY OF BELL LANDSCAPING AND LIGHTING DISTRICT" (herein referred to as the 'DISTRICT"), generally located within the entire City of Bell; and

WHEREAS, at this time, there has been presented to and approved by this City Council the Engineer's Report as required by law; and at this time this City Council is desirous of proceeding with the ordering of the annual levy and collection of assessments.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, DOES RESOLVE:

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

Section 2. **PUBLIC INTEREST**. That the public interest and convenience require, and it is the intention of this City Council of the City of Bell to order the levy and collection of annual assessments against the lots and parcels of land within the DISTRICT for the Fiscal Year commencing July, 1, 2012 and ending June 30, 2013 to pay for the costs and expenses for the improvements described in Section 4 below, consistent with the said "Landscaping and Lighting Act of 1972".

Section 3. **REPORT**. The Engineer's Report, dated May 2012 regarding the Fiscal Year 2012-2013 assessment, describes the improvements for the Fiscal Year 2012-2013 and reference is hereby made to such Report for a full and detailed description of the improvements, the boundaries of the DISTRICT and the zones therein, and the proposed assessments upon assessable lots and parcels within the DISTRICT.

Section 4. **IMPROVEMENTS.** The general nature, location, and extent of the annual maintenance programs are as follows:

(A) The City Wide Landscaping and Lighting District consists of all assessable parcels within the Corporate Limits of the City of Bell.
(B) The maintenance improvement and restoration of public lighting and landscaping and open space improvements, including irrigation, pruning, fertilization, pest control, weed abatement, drainage systems, irrigation control system improvements, and miscellaneous related work within the easement areas for said purpose.

All work and improvements above specified shall be done in accordance with the specifications and plans thereof referred to in the Engineer's Report dated May 2012, attached as Exhibit "A" and on file in office of the City Clerk, and which is hereby referred to and by this reference incorporated herein and made a part hereof.

Section 5. **PROPOSED ASSESSMENTS.** The assessments to be levied and collected against the assessable lots and parcels of land within the DISTRICT for Fiscal Year 2012-2013 are outlined in the Engineer's Report dated May 2012, attached as Exhibit "A" and on file at the office of the City Clerk.

Section 6. **PUBLIC HEARING.** Notice is hereby given that on July 18, 2012 at the hour of 7:00 p.m., in said Community Center of the City of Bell, California, being the regular meeting place of said City Council, is the time and place fixed by this City Council for the hearing of protests or objections in the reference to the annual levy and collection of the proposed assessments. Any interested person who wished to object to the annual levy and collection of assessments may file a written protest with the City Clerk prior to the conclusion of the public hearing, or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection, and a protest by a property owner shall contain a description sufficient to identify the property owned by the property owner. At the hearing, all interested persons shall be afforded the opportunity to hear and be heard.

Section 7. **NOTICE.** The City Clerk is hereby authorized, designated, and directed to publish a copy of this resolution in The Press, A Wave Newspaper, a newspaper of general circulation in the City of Bell; said publication shall be not less than fourteen (14) days before the date of said Public Hearing. The City Clerk is also authorized and directed to give any other notice required by law.

Section 8. **EFFECTIVE DATE.** This Resolution shall take effect immediately; and 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.

Section 9. **PROCEEDINGS INQUIRIES.** For any and all information relating to the procedures, protest procedures, documentation, and/or information of the procedural or technical nature, your attention is directed to the below listed person as designated:

TERRY RODRIGUE, ASSESSMENT ENGINEER
Telephone No.: (323) 588-6211

ADOPTED AND APPROVED THIS 16th DAY OF MAY, 2012.

_____
Ali Saleh, Mayor

APPROVED AS TO FORM

_____
DAVE ALESHIRE, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Patricia Healy, Interim 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 16th day of May, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Patricia Healy, Interim City Clerk

RESOLUTION NO. 2012 - 42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, COUNTY OF LOS ANGELES, CALIFORNIA, DECLARING THE INTENTION TO LEVY AND COLLECT THE ANNUAL ASSESSMENTS FOR THE SEWER MAINTENANCE DISTRICT FOR THE 2012-2013 FISCAL YEAR, AND FIXING A TIME AND PLACE FOR HEARING OF OBJECTIONS HEREON

WHEREAS, the City Council of the City of Bell, California, has previously ordered the Engineer to prepare and file a report pursuant to the Sections 5470, et seq. of the Health and Safety Code, and Sections 41900 of the Public Resources Code of the State of California, and Sections 13.04.100 et seq. of the Bell Municipal Code and other applicable laws ("LAWS") for the annual levy and collection of assessments against lots and parcels of land within the assessment district known and designated as 'THE CITY OF BELL SEWER MAINTENANCE DISTRICT" (herein referred to as the "DISTRICT"), generally located within the entire City of Bell; and

WHEREAS, at this time, there has been presented to and approved by this City Council the Engineer's Report as required by law; and at this time this City Council is desirous of proceeding with the ordering of the annual levy and collection of assessments; and

WHEREAS, that pursuant to Sections 5470, et seq. of the Health and Safety Code and Sections 41900 of the Public Resources Code of the State of California, Sections 13.04.100 et seq. of the Bell Municipal Code and other applicable laws ("LAWS"), the City Council is empowered to impose on all real properties located in the City standby and availability charges ("Rates or Charges") for the maintenance of the City's Sanitation and Sewerage Systems, including appurtenances; and

WHEREAS, the City Council is further empowered by the Laws to provide that the Rates or Charges shall be collected at the same time and manner as general property taxes are collected.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, DOES RESOLVE:

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

Section 2. **PUBLIC INTEREST.** That the City Council of the City of Bell does hereby determine that the public interest, convenience, and necessity require that the Rates or Charges be imposed upon all real properties in the City and be collected by placing the same on the tax bills issued pursuant to rolls for collection, as provided by law.

Section 3. **REPORT.** The report of the Engineer, dated May 2012, regarding the Fiscal Year 2012-2013 assessment, describes the services and improvements for the Fiscal Year 2012-2013, the boundaries of the DISTRICT and the zones therein, and the proposed assessments upon assessable lots and parcels within the DISTRICT.

Section 4. **IMPROVEMENTS.** All the work and improvements shall be done in accordance with the specifications and plans thereof referred to in the Report of the Engineer dated June 2010, and attached as Exhibit "A", on file in the office of the City Clerk and which is hereby referred to and by this reference incorporated herein and made a part hereof.

Section 5. **PROPOSED ASSESSMENTS.** The assessments to be levied and collected against the assessable lots and parcels of land within the DISTRICT for Fiscal Year 2012-2013 are proposed to remain the same as from the assessments levied and collected for Fiscal Year 2011-2012.

Section 6. **PUBLIC HEARING.** Notice is hereby given that on July 18, 2012 at the hour of 7:00 p.m., in said Community Center of the City of Bell, California, being the regular meeting place of said City Council, is the time and place fixed by this City Council for the hearing of protests or objections in the reference to the annual levy and collection of the proposed assessments. Any interested person who wishes to object to the annual levy and collection of assessments may file a written protest with the City Clerk prior to the conclusion of the public hearing, or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection, and a protest by a property owner shall contain a description sufficient to identify the property owned by the property owner. At the hearing, all interested persons shall be afforded the opportunity to hear and be heard.

Section 7. **NOTICE.** The City Clerk is hereby authorized, designated, and directed to publish a copy of this Resolution in The Press, A Wave Newspaper, a newspaper of general circulation in the City of Bell; said publication shall be once a week for two successive weeks for a period of not less that fourteen (14) days prior to the date of said Public Hearing. The City Clerk is also authorized and directed to give any other notice required by law.

Section 8. **EFFECTIVE DATE.** This Resolution shall take effect immediately; and 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.

Section 9. **PROCEEDINGS INQUIRIES.** For any and all information relating to the procedures, protest procedures, documentation, and/or information of the procedural or technical nature, your attention is directed to the below listed person as designated:

TERRY J. RODRIGUE, ASSESSMENT ENGINEER
Telephone No.: (323) 588-6211

ADOPTED AND APPROVED THIS 16th DAY OF MAY, 2012.

_____
Ali Saleh, Mayor

APPROVED AS TO FORM:

_____
DAVE ALESHIRE, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Patricia Healy, Interim 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 16th day of May, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Patricia Healy, Interim City Clerk

City of Bell
Agenda Report

DATE: May 16, 2012

TO: Mayor and Members of the City Council

FROM: Vernon Ficklin, Community Services Consultant
Debra Kurita, Interim Community Services Director

APPROVED

BY: _____
Arne Croce, Interim Chief Administrative Officer

SUBJECT: Street Sweeping, Bus Shelter Cleaning and Sidewalk Cleaning Request for Proposal.

RECOMMENDATION:

1. Approve the release of a Request for Proposal for Street Sweeping, Bus Shelter Cleaning and Sidewalk Cleaning Services.

2. Approve Amendment No.5 to the City of Bell and Graffiti Protective Coatings, Inc. Agreement that authorizes the continuation of services of bus shelter cleaning for the period beginning July 1, 2010 until the chosen provider begins service.

BACKGROUND AND DISCUSSION:

The recommended Request for Proposals (RFP) solicits bids for the sweeping of the City's streets, the cleaning and servicing of City of Bell's 43 bus shelters and the pressure washing of the sidewalks in the commercial areas. All three of these services are currently being provided by Graffiti Protective Coatings, Inc. (GPC) under the following agreements: Street Sweeping November 18, 2002 and amendment, Bus Shelter Cleaning May 17, 1999 and amendments and Sidewalk Cleaning-May 17, 1999 and amendments. These agreements have expired and the services are now being provided on a month to month basis.

As part of a continuing effort to bring transparency and good government practices to the City of Bell, the City Council has directed staff to prepare RFPs for these and other services. Additionally, staff recommends the approval of an amendment to the agreement with GPC for bus shelter services from July 1, 2010, the date of expiration of the most current agreement, to such time as a new contract is in place. This is necessary because a portion of the City's Proposition A funds is allocated to these expenditures and to be in compliance with the funding agency's regulations the agreement needs to be current.

These street sweeping, sidewalk steam cleaning and bus shelter cleaning services were combined into one RFP because of the similarity of the of services and the fact that many firms providing street sweeping services also provide the other two services. This combination leads to administrative efficiencies in the procurement process for the City of Bell and makes for a more attractive package to potential bidders.

The Request for Proposals calls for the following service:

> Street Sweeping: All City residential streets to be swept at least once a week, residential streets designated as heavy debris streets to be swept twice a week and the commercial and arterial streets to be swept six days a week. This is the current street sweeping frequency being provided.
>
> Bus shelters are to be serviced daily including pick up and removal of visible trash and emptying and changing liners of refuse receptacles. The area under the bus shelter and adjoining perimeter around the bus shelter is to be steam cleaned daily to remove gum, grease, and stains. Additionally the bus shelter structure including poles, roof, bench and trash receptacle to be rinsed daily with deionized water.
>
> Sidewalks in the commercial areas of the City of Bell along Florence, Atlantic and Gage are to be pressure washed to remove stains, gum, and grease at least twice monthly. Sidewalks around public buildings are also to be cleaned at least twice a month.
>
> Each proposing firm will be required to present a detailed work plan and schedule of how these tasks will be performed, once approved by the City this work plan specifies the exact work and how it is to be done. The compliance of the work plan and the quality of the work will be monitored by City Staff.

Upon approval by the Mayor and City Council, the RFP schedule will be as follows:

Release of Proposals: May 16, 2012

Completed Proposals Due: June 29, 2012

Council Consideration of Award: July 18, 2012

Anticipated Beginning of Service: August 1, 2012

FINANCIAL IMPACT

The following amounts have been budgeted in the FY 2012-13 budget for the cleaning services specified in the RFP.

Street Sweeping: $ 165,360 from the Sanitation Fund
(account no. 08-525-5018-0235)

Bus Shelter Cleaning: $ 78,000 from Proposition A Funds
(account no.70-521-0704-0235)

Sidewalk Cleaning: $ 75,000 from the Sanitation Fund
(account no. 08-525-5018-0235)

The Proposition A funds, which are generated by the local return of county wide sales tax, are restricted for use for transit related items. The Sanitation Fund monies can also only be used for the purposes specified in the establishment of the fund.

Attachment: Request for Proposals for Street Sweeping, Bus Shelter Cleaning and Sidewalk Cleaning Services
Amendment No. 5 to Agreement with Graffiti Protective Coatings, Inc.
Agreement with Graffiti Protective Coatings, Inc and Amendments 1-4

REQUEST FOR PROPOSAL

STREET SWEEPING, BUS SHELTER CLEANING AND SIDEWALK CLEANING SERVICES

CITY OF BELL

6330 PINE AVENUE

BELL, CALIFORNIA, 90201

OFFICE OF THE CITY CLERK

(323) 588-6211

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

May 16, 2012

NOTIFICATION TO CONTRACTORS

The City of Bell ("City") invites proposals from qualified Contractors to provide STREET SWEEPING, BUS SHELTER CLEANING AND SIDEWALK CLEANING SERVICES in the City of Bell. The contractor will furnish all equipment, materials and supplies, personnel, management and all other items necessary to perform the services specified in this Request for Proposal.

Original Request for Proposals may be obtained from the Office of the City Clerk, City of Bell, 6330 Pine Avenue, Bell California, 90201. **Proposals must be in writing and must be received by the City of Bell, Office of The City Clerk by 2.00 PM on Friday, June 29, 2012** via U.S. Mail, Fed Ex, UPS or courier or in person. Proposals received after the above listed date and time will not be considered, regardless of postmark

The Contractor will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations. The City of Bell hereby notifies all prospective Contractors that the City will require each Contractor to demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole with funds provided under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City of Bell reserves the right to accept or reject any or all Proposals, and further reserves the right to waive information, informalities, and/or minor irregularities to the extent permitted by law in any Proposal received where such action best serves the interest of the City and to be the sole judge of the merits of the respective Proposals received.

DATE: May 16, 2012

ATTENTION: PROSPECTIVE CONTRACTORS

SUBJECT: REQUEST FOR PROPOSAL (RFP)

TITLE: STREET SWEEPING, BUS SHELTER CLEANING AND SIDEWALK CLEANING SERVICES

Instructions

Proposals must be in writing and must be received by the City of Bell, Office of The City Clerk by 2.00 PM on Friday, June 29, 2012 via U.S. Mail, Fed Ex, UPS or courier or in person. Proposals received after the above listed date and time will not be considered, regardless of postmark. Prospective Contractors are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. Contractors responding to this RFP must submit the original and five (5) copies of their proposal in a sealed envelope clearly marked as follows:

PROPOSALS FOR STREET SWEEPING, BUS SHELTER CLEANING AND SIDEWALK CLEANING SERVICES

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

In addition contractor to provide a PDF formatted document containing the response on Compact Disc (CD). THE HARD COPY MUST BE THE SAME AS THE ELECTRONIC DOCUMENT ON THE CD.

No oral, electronic, telegraphic, telephonic or facsimile transmittals will be accepted. All proposals must contain an original signature by an authorized officer of the company.

All inquiries and comments concerning this Request for Proposal shall be submitted in writing to:

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

A pre-proposal conference will be held at 11.00 a.m. on Wednesday June 13, 2012 at the Community Center, 6250 Pine Avenue, City of Bell, CA. Attendance at the conference *is* mandatory. No submittal will be accepted from any Contractor who fails to attend the pre-proposal conference. Only substantive inquiries will receive a response. All substantive questions raised at the pre-proposal conference or submitted in writing as outlined above will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective

Contractors. Responses to questions or comments regarding this RFP provided by any other department, employee, or City of Bell department other than the contact person set forth above shall not be considered valid and the City will not be bound by any such comments or responses. With the exception of inquires received at the pre-proposal conference, inquiries received via telephone or orally in-person will not receive a response.

The Contractor will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City of Bell hereby notifies all prospective Contractors that the City will require each Contractor affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City of Bell reserves the right to reject any or all proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received, to the extent permitted by law and where such action best serves the interest of the City and to be the sole judge of the merits of the respective proposal received.

Issued by:

CITY OF BELL

_____

Rebecca Valdez
City Clerk

STREET SWEEPING, BUS SHELTER CLEANING AND SIDEWALK CLEANING SERVICES

SCHEDULE OF EVENTS

MAY 16, 2012	REQUEST FOR PROPOSAL (RFP) RELEASE
JUNE 1, 2012	LAST DAY FOR SUBMISSION OF QUESTIONS
JUNE 13, 2012	MANDATORY- PRE PROPOSAL CONFERENCE
JUNE 29, 2012	RFP DUE DATE
JULY 2-6, 2012	NOTIFY CONTRACTOR OF SHORT-LIST SELECTION
JULY 10, 2012	INTERVIEWS HELD WITH SHORT-LIST OF CONTRACTORS
JULY 12-13, 2012	FINAL CONTRACTOR SELECTION
JULY 18, 2012	CITY COUNCIL APPROVAL
JULY 19-20	NOTICE TO PROCEED
AUGUST 1, 2012	FIRST DATE OF SERVICE

SECTION 1

INSTRUCTIONS TO CONTRACTORS

IP. 1 PROPOSAL FORMAT AND SUBMITTAL

Proposals must be in writing and must be received by the City of Bell, Office of the City Clerk by 2.00 p.m. on Friday, June 29, 2012 via U.S. Mail, FedEx, UPS or courier or in person. The envelope must be clearly marked "STREET SWEEPING, BUS SHELTER CLEANING AND SIDEWALK CLEANING SERVICES". Each Contractor must submit the original and five (5) copies of their Proposal in a sealed envelope and deliver to:

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

In addition contractor to provide a PDF formatted document containing the response on Compact Disc (CD). THE HARD COPY MUST BE THE SAME AS THE ELECTRONIC DOCUMENT ON THE CD.

No oral, electronic, telegraphic, telephonic or facsimile transmittals will be accepted. All Proposals must contain an original signature by an authorized officer of the Contractor.

Proposals received after the above listed date and time will not be considered, regardless of postmark. Proposals will be time stamped when received and will be accepted up to and no later than the time indicated in this RFP. The Contractor assumes the risk of any delay in the delivery of the mail by the U.S. Postal Service or in the handling of the mail by employees of the City. Whether sent by mail or by means of personal delivery, Contractors assume responsibility for having Proposals deposited on time at the place specified. Late proposals will not be accepted for any reason, and will be returned unopened, regardless of postmark.

Proposals shall be typed, single-spaced and submitted on 8½"x11" paper. Proposals shall not include any unnecessarily elaborate or promotional material. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and Contractors references have been checked. All Proposals shall be accompanied by a completed and signed letter of transmittal provided as a part of this RFP.

Proposals shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the Proposal non-responsive. Unauthorized conditions, limitations, or provisions attached to a Proposal will render the Proposal non-conforming and non-responsive and may cause its rejection. The completed Proposal shall be without interlineations, alterations, or erasures. Any and all alternate

proposals must be submitted in writing and included with the original proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

All requests for exceptions or deviations as a result of this RFP shall be clearly identifiable by a separate section of the Contractor's submitted proposal for review by the City of Bell. It shall be the right of the City of Bell to accept or reject any portion of the submitted requests.

Proposal documents shall be deemed to include by reference each and every one of the following:

Request for Proposal (RFP) Addenda to RFP
All other required forms

Proposals should include but are not limited to the following items:

A. Description of the Firms Qualifications
   i. Organization
   ii. Credentials
   iii. Past Experience
   iv. Qualifications
   v. List of Comparable services provided for other municipalities
   vi. Financial Information Demonstrating Solvency
B. Description of Proposed Staff for Project
   i. Project Manager
   ii. Other Key Staff
   iii. Short Personal Resumes
   iv. Proposed Project Organization Chart
C. Description of Firm's Understanding of the Request for Proposal and Project
   i. Scope of Work
   ii. Legal Requirements
   iii. Service Operation
   iv. Project Tasks
   v. Approaches/Methods to Accomplish Tasks
   vi. Description of the Equipment to be utilized in accomplishing project tasks
   vii. Requested Plans and Schedules
D. References with Contract Information
E. Other information deemed relevant by the Bidding Firm
F. Completed Price Sheet
G. Required Certifications and Statement of Insurability
H. Completed Transmittal Letter

IP. 2 EXAMINATION OF RFP DOCUMENTS

By submitting a Proposal, Contractor represents that: (1) Contractor has thoroughly examined and become familiar with the Work required under this RFP, (2) Contractor comprehends all conditions that may impact the Proposal, (3) Contractor has reviewed all addenda, and (3) Contractor is capable of providing the equipment, goods and services necessary to perform the Work and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents

and inform itself shall be at the Contractor's own risk. A Contractor shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a Contractor to have read all of the conditions, instructions and the Agreement shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a Contractor to withdraw its proposal or to seek additional compensation.

IP.3 ADDENDA

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

IP.4 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 11.00 a.m. on Wednesday June 13, 2012 at the Community Center, 6250 Pine Avenue, City of Bell, CA. Attendance at the conference *is* mandatory. No submittal will be accepted from any Contractor who fails to attend the pre-proposal conference. Only substantive inquiries will receive a response. All substantive questions raised at the pre-proposal conference or submitted in writing as outlined above will be responded to according to the guidelines contained herein.

IP.5 CLARIFICATIONS

Should a Contractor require clarifications of this RFP, the Contractor shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. Said addendum shall be sent to all persons who have requested the RFP.

All questions, clarifications or comments must be submitted to Rebecca Valdez, Office of the City Clerk no later than 4:00 pm, June 1, 2012. No questions will be answered individually by the City of Bell.

Requests for clarification, questions and comments must be clearly labeled "Written Questions for **STREET SWEEPING, BUS SHELTER CLEANING AND SIDEWALK CLEANING SERVICES.** Questions may be faxed to (323) 771-9473, **ATTENTION**: Rebecca Valdez, City Clerk. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments and questions will be communicated in writing to all recipients of this RFP. Every attempt will be made to provide responses to all Contractors in accordance with the procurement schedule for this RFP. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

Section
Paragraph number
Page number
Text of passage being questioned
Question

IP.6 REFERENCES

All reference information requested in the RFP and specified in the form included in this RFP must be submitted with the Proposal.

Reference information shall also be defined as Contractor's utilized documentation for the operation of contracted services equivalent to Street Sweeping, Bus Shelter Cleaning And Sidewalk Cleaning Services.

IP.7 PROPOSAL SIGNATURES

If an individual prepares the Proposal it shall be signed and the full name and address of the Contractor shall be given.

If a partnership prepares the Proposal, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the Proposal, the name of the corporation shall be provided and signed by two (2) duly authorized officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the proposal. Certified letter is to be included in the proposal accompanied with the Letter of Transmittal.

IP.8 PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by Contractor in:

- Preparing the Proposal in response to this invitation.
- Submitting that Proposal to the City.
- Negotiating with the City any matter related to this Proposal, and/or
- Any other expenses incurred by the Contractor prior to date of award.

IP.9 CITY OF BELL RIGHTS

At its discretion, the City reserves the right to:

1. Reject any and/or all Proposals for no reason or any reason including but not limited to the following:
    a. The Proposal is incomplete, non-responsive, obscure, irregular or lacking necessary detail and specificity.
    b. The Contractor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
    c. The Contractor failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.

2. Reject any Proposal that in the opinion of the City is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.
3. Accept all or any part of a Proposal.
4. Cancel the entire RFP;
5. Issue subsequent RFPs;
6. Waive any errors or informalities in any Proposal, to the extent permitted by law.

IP.10 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.

IP.11 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.

IP.12 CONFIDENTIALITY AND PUBLIC RECORD

All Contractors are hereby put on notice that each Proposal received shall become the exclusive property of the City and, unless the City's prior written agreement to maintain all or part of a Proposal confidential as a trade secret is first obtained, each Proposal shall be subject to disclosure pursuant to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure of any Proposals or portions thereof absent such agreement; nor shall such agreement preclude the City from disclosing any Proposal or portion thereof where such disclosure is required by law.

IP.13 JOINT OFFERS

Where two or more Contractors desire to submit in response to this RFP, they shall do so on a prime contractor subcontractor basis rather than as a joint venture. City of Bell intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any Proposal submitted on behalf of any form of joint venture or partnership between two (2) existing Contractors may be considered collusive and may be rejected as non-responsive.

IP.14 CERTIFICATIONS

Each Proposal shall include all required Certifications, including a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Contractor be awarded a contract pursuant to this RFP.

IP.15 SINGLE PROPOSAL RESPONSE

If only one Proposal is received in response to this RFP, a detailed cost/price Proposal may be requested of the Contractor. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed in order to determine if the price is fair and reasonable. If the City

determines a cost analysis is required, Contractor must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs etc.) and documentation supporting all cost elements.

IP.16 PRICE/COST SHEETS Each Proposal shall itemize the unit and extended price for each line item indicated on the price/cost sheets. The total price/cost shall include all things necessary for completion of all work indicated in the specification/scope of work included herein.

IP.17 PROTEST PROCEDURES

All protests must be filed in accordance with the following requirements:

1. The protest must be in writing and identify the solicitation (RFP) title.
2. The protest must be submitted by some return receipt method or guarantee of delivery that insures that the protest was received in a timely manner. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure or policy violated.
5. A statement of the relief requested.
6. Protests related to the content of the RFP shall be received no later than five (5) days prior to the Proposal due date.
7. Protests on matters related to the recommendation for award or any other item not related to the contents of the RFP shall be submitted within five (5) days of the issuance of the recommendation for award.

If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor.

All protests shall be submitted to the contact person identified in this solicitation.

IP.18 INCORPORATION OF PROPOSAL INTO AGREEMENT

The Contractor's response to the Request for Proposal including all promises, warranties, commitments and representations made in the successful Proposal, shall be binding and incorporated by reference in the City's contract with the Contractor.

IP.19 PROPOSAL EVALUATION CRITERIA

The contract resulting from this RFP will be awarded to that responsible Contractor whose offer, conforming to the requirements of the RFP, is determined to be most advantageous to the City of Bell. The proposal shall contain a complete response to each of the areas identified below, in the order shown. Contractors should review the requirements listed under each area, in providing their responses. Contractor shall avoid the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. The following criteria shall be used for the STREET SWEEPING, BUS SHELTER CLEANING AND SIDEWALK CLEANING SERVICES submitted proposals. An appointed selection panel will review and rate all responsive Proposals, based on the following criteria:

Qualifications of Contractor and Financial Stability:
Maximum of twenty-five percent (25%)

i) Knowledge of the service area associated with the scope of work and demonstrated ability to service the City through a calculated work plan.
   a. Service Planning.
   b. Contractor's current operating capacity and how the City of Bell could potentially affect its operation.

ii) Relevant experience and references with contracts demonstrating capacity and ability to perform the required services of street sweeping, bus shelter cleaning and sidewalk cleaning services.

iii) Description of the performance standards the Contractor has established for its contract operations.

iv) Ability to comply with all requirements within RFP.

v) Demonstration of adequate financial resources. Free of liens and encumbrances that could potentially affect a contract with City of Bell.

Qualifications of Staff, Operations, Facility, and Resources:
Maximum of twenty-five percent (25%)

i) Organizational structure in terms of its effective use of personnel and time

ii) Quality of proposed administration and reporting competencies.
   a. Incident/Accident Reporting.
   b. Customer Complaint Resolution.
   c. Reports of work performed

iii) Thoroughness of Contractor operating policies and procedures. Quality and condition of proposed equipment

iv) Description of Management personnel, their background/experience, assigned tasks to contract, and responsibility.

v) Number of personnel supporting contract and list of certifications/qualifications held by specific job classifications and any existing labor contract provisions that may restrict contractor performance and/or contractor compliance.

Operating Methodology and Practices:
Maximum of twenty-five percent (25%)

i) Operating Methodology as it relates to "industry best practices" and the comparison to the Contractor's methods to other similar competitors.

ii) Demonstration of Contractor's comprehension of Best Management Practices in Street Sweeping, Pressure Washing and Wash Water Control.

iii) Description of how the Contractor has addressed "Cure Notices" or other written notices regarding poor/unsatisfactory performance in the past three (3) years.

iv) Description of how the Contractor would facilitate and manage the transition from the current provider to the new provider of services.

v) Work Plan which delineate the approach Contractor will utilize to complete the work

Cost Effectiveness: Maximum of twenty-five percent (25%)
The standard proposal form requires a firm fixed price per curb mile for Street Sweeping, a price per unit cleaned for Bus Shelter Cleaning and a price per thousand Square Feet for Sidewalk cleaning. These prices shall include all direct and indirect costs. The proposed costs, as provided on the Price/Cost Sheet form, *will be evaluated as the Contractor's most favorable terms and conditions.*

IP.20 AWARD OF CONTRACT

The contract resulting from this RFP will be awarded to the most responsive and responsible Contractor whose proposal, conforming to the requirements of the RFP, is determined to be the most advantageous to the City, based on the Evaluation Criteria.

The City reserves the right to:

(a) Accept all or any part of a proposal;
(b) Reject any or all proposals for any reason;
(c) Waive any informality or minor errors to the extent permitted by law;
(d) Award the Agreement as the interest of the City may require;
(e) Cancel the entire RFP; or
(f) Issue subsequent RFPs.

An Evaluation Committee comprised of City of Bell staff and/or other Municipality staff members in accordance with the Proposal Evaluation Criteria set forth in Evaluation Criteria section of this RFP, will evaluate all the proposals. During the evaluation period, the City may interview some or all the proposing firms. Contractors should be aware; however, that award may be made without interviews or further discussions.

The City may negotiate contract terms with the selected Contractor prior to award, and expressly reserves the right to negotiate a contract offering the most favorable terms to the City. However, negotiations may or may not be conducted; therefore, the proposal(s) submitted should contain the most favorable terms and conditions, since the selection and award may be made without further discussion with any Contractor.

No agreement shall exist until the City Council or Chief Administrative Officer has awarded the Agreement and it has been mutually executed. The City reserves the right to reject any and all Proposals for any reason, to waive any informality or minor errors as determined by the City in any Proposal and to award the Agreement as the best interests of the City may require. The award, if any, will be made by the City within one hundred-twenty (120) calendar days after the opening of the Proposals.

IP.21 PREFERENCE FOR HIRING LOCAL RESIDENTS

Should the selected contractor require the hire of new employees as a result of the contract with the City, contractor agrees to conduct outreach in the city and give preference for qualified applicants residing in the City of Bell. Contractor shall provide evidence of job recruitmentefforts.

SECTION 2

GENERAL TERMS AND CONDITIONS

GC.1 DEFINITIONS

Agreement: The Contract to be negotiated and entered into by the City and the Contractor for the Work described in this RFP

Change: Additions, deletions or other revisions to the Work within the general scope of the contract authorized by the City, through issuance of a change order describing such changes.

City: The City of Bell, a municipal corporation

Contract: The written agreement executed by the City and the Contractor which sets forth the rights and obligations of the Parties in connection with the Work, and which includes the Contract Documents.

Contractor/Vendor/Contactor: Any manufacturer, company or agency providing services, equipment, software, or supplies for this RFP.

Days: Calendar days unless specifically noted

Defect: Patent or latent malfunction of failure in manufacture or design of any component or subsystem that causes a product to cease operating or causes it to operate in a degraded mode.

Notice to Proceed: Document issued from the City to the Contractor specifying the date on which the work under the Contract is to be initiated.

RFP: Request for Proposal

Specifications: Part of the contract documents that adequately and completely describes the locations, dimensions, character, properties, requirements and details of the Work to be done by the contractor.

Special Provisions: Contract Document containing requirements that modify or supplement the General Conditions.

Work: Any and all of the labor, material, services, supervision, tools, machinery, equipment, supplies, facilities and support used by the Contractor to generate the results defined, indicated or implied in the requirements described in the contract Statement of Work and/or Specifications.

GC.2 ASSIGNMENT AND SUBCONTRACTORS

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.

GC.3 SAMPLE AGREEMENT

A form approved by the City Attorney must be executed between the City and the successful Contractor prior to commencement of any work.

GC.4 NOTICE OF LABOR DISPUTE

Whenever Contractor has knowledge that any actual or potential labor dispute may delay the award of this RFP, Contractor shall immediately notify and submit all relevant information to the City of Bell. Contractor shall insert the substance of this entire clause in any subcontract hereunder.

GC.5 DISPUTES

The Agreement shall be constructed and all disputes hereunder shall be settled in accordance with the laws of the State of California. Pending final resolution of a dispute hereunder, Contractor shall proceed diligently with the performance of this agreement.

Disputes arising in the performance of the Agreement to be awarded which are not resolved by agreement of the parties shall be decided in writing by the City Council or its designated representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the successful Contractor mails or otherwise furnishes a written appeal to the City of Bell Chief Administrative Officer. In connection with any such appeal, the successful Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Council or its designated representative shall be binding upon the successful Contractor and the successful Contractor shall abide by the decision.

Performance During Dispute
Unless otherwise directed by the Chief Administrative Officer, successful Contractor shall continue performance under the Agreement while matters in dispute are being resolved.

Claims for Damages
Should either party to the Agreement to be awarded suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies
Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the successful Contractor arising out of or relating to the Agreement or any breach thereof, will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction. The parties shall further agree that the proper venue for any court action shall be in the Superior Court of Los Angeles County for state court actions and the United States District Court for the Central District of California sitting in Los Angeles.

Rights and Remedies
The duties and obligations imposed by the Agreement and the rights and remedies available thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or successful Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC.6 ASSUMPTION OF RISK OF LOSS

Unless otherwise provided, Contractor shall have title to and bear the risk of loss of or damage to the items purchased hereunder until they are delivered in conformity as outlined in the RFP at the F.O.B. point specified herein, and upon such delivery Contractor's responsibility for loss or damage shall cease, except for loss or damage resulting from Contractor's negligence.

GC.7 WAIVER OF TERMS AND CONDITIONS

The failure of the City or the successful Contractor to enforce one or more of the terms or conditions of the Agreement or to exercise any of its rights or privileges, or the waiver by the City of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

GC.8 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.

GC.9 INTEREST OF MEMBERS OF THE CITY

The successful Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the City or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The successful Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by successful Contractor.

GC.10 TERM OF CONTRACT

The term of this contract will be for three (3) years, with the City having the sole option to renew the contract with the contractor for one-year extensions for an additional two years. The contract is subject to and contingent upon funds being appropriated by the City Council for each fiscal year. If such appropriations are not made, the contract shall automatically terminate without penalty to the City.

GC.11 TERMINATION FOR DEFAULT

Upon failure of the successful Contractor to make satisfactory progress or adequately correct deficiencies to abide by the terms of the Agreement, or to obtain, furnish or keep in force any required permit, license, bond or insurance, the City shall have the right to terminate the Agreement for default. Written notice of termination shall be mailed to the successful Contractor at its address. Notice shall be effective when mailed. Upon receipt of notice, the successful Contractor shall immediately stop work and relinquish all project files to the City. The City may thereafter pursue the work or hire another project manager to do so and charge the successful Contractor liquidated damages.

GC.12 LIQUIDATED DAMAGES

It shall be agreed by the parties to the Agreement that time is of the essence, and in the event of delay in starting the work or the delivery of the equipment, goods, services, and personnel required for project implementation and training or equipment beyond the date set forth in the Agreement, damage will be sustained by the City and that it is or will be impracticable to determine the actual amount of the damage caused by reason of such delay. It is therefore agreed that the successful Contractor will pay to the City the sum of five hundred dollars ($500) for each working days delay in starting the work, as set forth in the Agreement beyond any timeline or due date, or authorized extension.

These damages shall be deducted from any monies due, or which may thereafter become due, to the successful Contractor under the Agreement or may be recovered by the City through any lawful means.

The successful Contractor will be granted an extension of time and will not be assessed liquidated damages for any portion of the delay in performance which would be excused pursuant to the force majeure provisions of the Agreement, provided that

the successful Contractor shall notify the City's representative in writing of the causes of delay within three (3) business days from the beginning of any such delay.

The successful Contractor shall bear the burden of proof to establish that any delay is subject to the force majeure provisions of the Agreement.

GC.13 CANCELLATION OF AGREEMENT

In any of the following cases, the City shall have the right to cancel the Agreement without expense to the City: (1) the successful Contractor is guilty of misrepresentation; (2) the Agreement is obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) the Agreement conflicts with any statutory or constitutional provision of the State of California or the United States. This section shall not be construed to limit the City's right to terminate the contract for convenience or default, as provided herein.

GC.14 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

GC.15 INSPECTION AND ACCEPTANCE

All items and/or invoicing are subject to final inspection and acceptance by the City of Bell, at destination. Final inspection will be made within a reasonable time after receipt of items hereunder. The City reserves the right to withhold final payment until the final inspection and acceptance of all work.

GC.16 EXCESS REPROCUREMENT LIABILITY

Contractor shall be liable to the City of Bell, for all expenses incurred by the City in reprocuring elsewhere the same or similar items or services offered by the Contractor hereunder, should Contractor fail to perform or be disqualified for failure to meet terms and conditions set forth herein. Such reprocurement expense obligation by Contractor shall be limited to the excess over the price specified herein for such items or services.

GC.17 DELIVERY

If applicable, the services and/or product described herein are/is to be delivered to the City of Bell, Office of the City Clerk, 6330 Pine Avenue, Bell, CA 90201.

GC.18 METHOD OF PAYMENT

City will pay successful Contractor in accordance with the following terms and procedures: Successful Contractor shall submit written invoices to City by the 15th of each month clearly detailing the services furnished by successful Contractor during the preceding month and for all other supplies and services provided by successful Contractor. City shall pay all undisputed portions of the invoice within thirty (45) calendar days after receipt of the invoice in accordance with its standard warrant procedures. Clear reference must be made to the purchase order (P.O.) number, the time period that the work was performed, itemization of the work and/or reference to the payment schedule and identification of the contractor's taxpayer identification number.

GC.19 ANNUAL COST ADJUSTMENT

Cost Adjustments for the second and subsequent years will be made to the Contractors annual prices using the annual indexes of the "Consumer Price Index for All Urban Consumers, Los Angeles Area-all items as published by the U.S. Department of Labor, Bureau of Labor Statistics. This adjustment will be made in first month of each new contract year.

GC.20 NON-RESTRICTIVE CLAUSES

If applicable, wherever brand, manufacturer or product names are indicated in these specifications, they are included for the purpose of establishing identification and a general description. Wherever such names appear, the term "or approved equal" is deemed to follow. The decision whether a proposed unit is an approved equal will be made by the City. Specifying a brand name in the specification shall not relieve the successful Contractor, or any subcontractor or supplier, of the responsibility to design and produce a unit which fully meets the performance specifications, the warranty and any other contractual requirements.

GC.21 INSURANCE

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.

C.22 CERTIFICATE OF NON-COLLUSION

Contractor's must represent and warrant that all submittals for this work are genuine and not sham or collusive or made in the interest of or on behalf of any person not therein named, and that the Contractor has not, directly or indirectly, induced or solicited any other Contractor to put in a sham Proposal or any other person, firm or corporation to refrain from proposing, and that the Contractor has not in any manner sought by collusion to secure to the Contractor or another Contractor an advantage over any other Contractor.

GC.23 PATENT AND COPYRIGHT INFRINGEMENT

In lieu of any other warranty by the City or the successful Contractor against patent or copyright infringement, statutory or otherwise, it is agreed that the successful Contractor shall defend at its own expense any claim or suit against the City on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes on any present existing United States letter patent or copyright and the successful Contractor shall pay all costs and damages finally awarded in any such suit or claim, provided that the successful Contractor is promptly notified in writing of the suit or claim and given authority, information and assistance at the Contractor expense of same.

However, the successful Contractor will not indemnify the City if the suit results from: (1) City's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing United States letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by the Contractor when such use in combination infringes upon an existing United States letters patent or copyright.

The successful Contractor shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. The successful Contractor shall not be obligated to indemnify the City under any settlement made without the Contractor's consent or in the event the City fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at the Contractor's expense. If the use or sale of said item is enjoined as a result of such suit or claim, the Contractor, at no expense to the city, shall obtain for the City the right to use and sell said item, or

shall substitute an equivalent item acceptable to the City and extend this patent and copyright indemnity thereto.

GC.24 CONFLICTS 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.

GC.25 WARRANTIES

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.

GC.26 ORDER OF PRECEDENCE

In the event of any conflict, the order of precedence of the contract documents are as follows:

The Agreement and any written amendment thereto
General Conditions
Scope of Work/Specifications

A modification to this Agreement shall take its precedence from only those specific terms it amends. All other terms and conditions shall remain unchanged.

GC.27 REGULATORY BOARDS

Contractor must comply with regulations and rules adopted by the California Air Resources Board and California Regional Water Quality Control Board as well as any other applicable federal, state, and local environmental laws.

SECTION 3

GENERAL REQUIREMENTS

The following are general requirements for the STREET SWEEPING, BUS SHELTER CLEANING AND SIDEWALK CLEANING SERVICES.

The Contractor shall provide a plan in the proposal that describes in detail the performance and function of all personnel. An essential component of this plan should be a list of positions necessary to support the provision of the service. The Contractor shall also provide a plan in the proposal that describes all supervisory tasks and requirements necessary for the project including: schedule adherence checks, complaint investigation and response, report writing, and training. In addition, the plan should include a list of all positions necessary to meet these requirements.

GR.1 Qualifications of Contractor

Contractor must meet the minimum qualifications set forth to be considered eligible to provide the proposed service. Contractor must:

1.1 Be a company specializing in street sweeping, pressure washing, and other cleaning operations and have at least five years' experience in this area of service.

1.2. Be financially sound. Contractor to submit a detailed company portfolio including the company's financial viability within the past three (3) years, credit references, on-going projects and all pending litigations which the company may be directly or indirectly involved.

1.3 Commit sufficient street sweeping machines, pressure washing equipment, vacuums and other equipment to perform the work required without subcontracting.

1.4. If work force is independent contractors, Contractor shall clearly indicate this in the proposal.

1.5 An organizational chart must be submitted.

1.6 A minimum of three (3) references of prior and/or current clients for whom the Contractor has provided similar services. References should include the name of the client agency, description of services provided, contract amount, period of performance, client contact name, telephone number, physical and e-mail address.

GR.2 Records

2.1 Cost Records. Contractor shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to the costs while performing under this agreement and shall make such materials available at its office at all reasonable times during the term of this agreement and for three (3) years from the date of final payment for inspection by the City and copies of thereof shall be promptly furnished to the City upon request.

2.2 Environmental Compliance Records. Contractor shall also maintain adequate records to demonstrate compliance with Best Management Practices and established environmental standards.

2.3 Inspection of Records. The City reserves the right to audit all of the Contractor's records related to the Street Sweeping, Bus Shelter Cleaning and Sidewalk Cleaning

GR.3 Reports and Communications

3.1 Incident Reports. All drivers and operators shall be required to complete "Incident Reports" arising out of any unusual occurrences during service. Such reports must be submitted to City of Bell review within forty-eight (48) hours and shall be submitted after incidents such as complaints, or environmentally sensitive discharges and observations of unusual amounts of debris or dirt in the public right of way.

3.2 Accident Reports. Any vehicle accidents or personal injury occurring during or as a result of street sweeping or cleaning activities shall be reported to City of Bell by telephone immediately during normal business hours and not later than 8:00 a.m. the following day (regardless of the amount of damage or lack thereof) and a police report must be immediately obtained from law enforcement agency that responded to accident. The Contractor must submit written Accident Reports to the City within twenty-four (24) hours of any accident.

3.3 Management Reports. The Contractor shall furnish a report with each month's billing giving the number of curb miles swept monthly, and the amount of debris collected expressed in cubic yards or other measurement accepted by the City. Contractor will also report monthly the number of bus shelters cleaned and the square footage of sidewalk cleaned. The contractor will also provide any additional reports requested by the City.

3.4 Criticism and Initiative. The Contractor will work closely with the City to make the service as responsive, cost effective, and complaint-free as possible.

Because of the Contractor's expertise, the City will expect the Contractor to observe any changes in the public right of way being cleaned with a critical eye and initiate any changes that will improve any and all aspects of the service. Contractor should also make recommendations to the City for changes in City procedures or rules that would contribute to the general cleanliness and appearance of the public right of way.

3.5 Complaints. The contractor shall institute a procedure for receiving, logging and resolving customer and citizen complaints such as streets not swept as scheduled, " sweeper debris trails", dirty bus stops, dirty sidewalks etc. by collecting pertinent information and deriving a resolution. . Complaints and their resolution shall be reported to the City of Bell within 10 days of their receipt.

GR.4 Personnel Practices

4.1 Fair Employment Practices. The Contractor must not discriminate in its recruitment, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, gender, age or physical disability in the performance of any Agreement with the City, and shall comply with the provisions of the State Fair Employment Practices Act, the Federal Rights Act of 1964 and all amendments thereto, and the Americans with Disabilities Act of 1990. Proposal shall include a brief statement of intent to comply with the aforementioned laws.

4.2 Safety and Training. Proposal shall include a description of a comprehensive safety plan that the Contractor has adopted and that demonstrates the Contractor's commitment to work safety.

4.3 Contractor shall also comply with _California Department of Motor Vehicles (DMV) " Pull Notice" Practices_Program if applicable to the drivers operating the Street Sweepers and other equipment.

4.4 Contractor shall comply with any mandatory drug testing procedures required by the California Department of Transportation for any driver operating a vehicle requiring a commercial driver's license used in the provision of the services specified in this Request for Proposals.

3.5 Contractor shall provide sufficient in service training to the personnel working in the provision of service specified in this Request to assure awareness of and compliance with Storm Water Pollution Best Management Practices.

GR.5 Equipment

5.1 Contractor shall furnish sufficient Street Sweeping Equipment to permit sweeping of the streets as specified in this Request for Proposal Such

Equipment shall comply with the rules and standards established by the South Coast Air Quality Management District section 1186 and 1186.1 and any rules adopted during the term of the contract.

5.2 Contractor shall furnish sufficient pressure washing and other cleaning equipment to assure the provision of cleaning services meeting industry standards. Such equipment shall comply with any applicable environmental standards and rules adopted by the South Coast Air Quality Management District, the California Regional Water Quality Control Board and any other regulatory agency that has jurisdiction over the services being provided.

5.3 Telephone. Contractor shall furnish a Telephone Number to receive customer comments and complaints regarding the Street Sweeping Services and the other cleaning services specified in this Request for Proposals. Personnel shall be available to answer this telephone from 7:00 AM to 6:00 PM Monday through Friday except those days designated by the City of Bell as official Holidays.

GR 6 Penalties and Incentives

6.1 Service Complaint Penalties.
Contractor will be allowed no more than three substantiated complaints per month. City will levy a $100.00 penalty for each substantiated complaint above that threshold.

6.2 Service Incentives.

a) The City desires that the Contractor seek to optimize the provision of the services specified herein, Should the Contractor furnish the services at a fixed unit cost less than the bid amount, then the City and the Contractor shall split the amount of the cost reduction fifty-fifty thereby providing the Contractor with an incentive for any efficiency achieved.

b) The above referred efficiency shall not cause any reduction in the Cleanliness and Appearance of the streets, bus shelters or sidewalks.

SECTION 4

TECHNICAL SPECIFICATIONS AND SCOPE OF WORK FOR STREET SWEEPING, BUS SHELTER CLEANING AND SIDEWALK CLEANING SERVICES

This scope of work is to provide for the complete management and operation of Street Sweeping, Bus Shelter Cleaning, and Sidewalk Cleaning Services of publically owned streets, bus shelters and sidewalks within the limits of the City of Bell. All General Requirements in Section 3 of this RFP shall apply to this scope of work.

SP. 1 BACKGROUND
The City of Bell is located in the southeastern portion of Los Angeles County. The City has an estimated population of 37,000 residents and covers an area of approximately 2.7 square miles. Based on extrapolations from the GIS mapping system, the City of Bell has approximately 93 miles of lane miles, and 74 miles of curb miles. The Bus Shelter System consists of 44 Bus Shelters consisting of a three sided roofed enclosure, bench, poles, and refuse container. The commercial area of the City includes the following streets Florence Avenue, Atlantic Avenue and Gage Avenue.

SP.2. QUALIFICATIONS AND RELATED WORK EXPERIENCE
The Contractor shall demonstrate that it is fiscally solvent and financially competent to meet the terms of the RFP and provide the service as specified herein.

SP.3 MANAGEMENT, PERSONNEL AND ORGANIZATION
Contractor to demonstrate that it has the management qualifications, experienced staff (or process of hiring qualified staff), and organizational structure to provide Street Sweeping, Bus Shelter Cleaning and Sidewalk cleaning services. Contractor shall list the personnel that will be assigned to perform the specified services. In addition Contractor will present a general work plan describing how the work is to be done.

SP.4 EQUIPMENT TO BE FURNISHED
Contractor is responsible to provide and maintain all equipment needed to furnish the services specified herein comparable with the equipment currently being used in the industry. Such equipment shall include but is not limited to street sweepers, pressure washing equipment, equipment and for cleaning solution and spoiled wash water containment and capture. Contractor to describe the equipment that will dedicated to furnishing the specified services.

SP.5 ANNUAL COMPLETE WORK PLAN AND BUDGET
Contractor shall meet with the Designated City Representative to finalize the City's Plan for Street Sweeping, Bus Shelter Cleaning and Sidewalk cleaning services and establish the annual budget. The Work Plan and Budget will be reviewed at least monthly and adjusted to meet changing demands and budget.

SP.6 <u>STREET SWEEPING</u>

<u>6</u>.1 **Street Cleanliness and Appearance**
Contractor shall sweep the streets designated herein with sufficient frequency to maintain them free from accumulated litter, dirt and other debris and in a state of

pleasing appearance as judged by the Designated City Representative taking into consideration any complaints or comments received from public.

6.2 Hours of Operation
Commercial and Arterial Streets shall be swept between the hours of 11:00 PM and 6:00 AM. Residential Streets shall be swept between the hours of 2:00 AM and 5:00AM. Please see Exhibit B that depicts Commercial and Arterial Streets

6.3 Holidays
Holidays on which Contractor will not be required to sweep the streets are New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day. Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.

6.4 Street Sweeping Schedule
Contractor shall propose a work plan and street sweeping schedule that includes the frequency of sweeping and the days that sweeping will be performed for each of the following target areas or streets. To the extent possible, this plan should take into consideration the trash pick-up schedule in the City of Bell. Currently residential trash is set out on Monday afternoon and picked up on Tuesday. The plan should also describe the street sweeping equipment to be used.

Streets are to be swept as follows:

a) Residential Streets west of Atlantic Blvd - Estimated 20.5 Curb Miles- Sweep once a week
b) Residential Streets east of Atlantic Blvd – Estimated 25.6 Curb Miles-Sweep once a week
c) Commercial, Arterial Streets, and Streets Adjacent to Schools – Estimated 20.7 Curb Miles-Sweep six days a week
d) Heavy Debris Residential Streets- Estimated 7.3 Curb Miles- Sweep twice a week
e) Paved Areas at City Parks and Municipal Facilities-Sweep once a week

Please see Exhibit C – Street Sweeping Map for additional details and the current street sweeping schedule.

6.5 Inclement Weather
No Sweeping shall be performed when inclement weather prevents effective street sweeping. Areas which cannot be swept due to inclement weather will be shall be swept the following available day.

6.7 Adherence to Sweeping Schedule
Contractor shall adhere to the established sweeping schedule and have sufficient back up equipment to assure scheduled sweeping. Exceptions to meeting the schedule are inclement weather and natural or manmade disaster that renders sweeping impossible.

6.8 Disposal of Sweeper Loads
Contractor shall dispose of all debris collected from street sweeping directly into the refuse bins located at the City Corporation Yard or at temporary storage points in the City designated by the City.

SP.7 BUS SHELTER CLEANING

7.1 **Bus Shelter Cleanliness and Appearance**
Contractor shall clean the bus shelters and bus stops specified herein with sufficient diligence and frequency to maintain them free from accumulated graffiti, litter, dirt and other debris and in a state of pleasing appearance as judged by the Designated City Representative taking into consideration any complaints or comments received from public.

7.2 Hour of Operation
Bus shelter shall be cleaned between the hours of 11: 00 PM and 6:00 AM Monday-Saturday

7.3 Bus Shelter Cleaning Work Plan and Schedule
Contractor shall propose a work plan for bus shelter cleaning that includes but is not limited to inspection procedures cleaning procedures and a description of the equipment to be used.

7.4 Cleaning to be performed Daily:

a) Remove all graffiti from shelters, roof, benches, poles, refuse receptacles, and the sidewalk within a seven foot perimeter every other day.
b) Remove all trash and debris, empty refuse receptacles and replace liners as needed.
c) Steam Clean entire area around bus shelters and bus stops within a seven foot perimeter of shelter on public right of way every day removing all debris including but not limited to gum, grease, and stains.
d) Rinse Shelter including poles, roof, and bench with deionized water.

The Bus Shelters and Stops to be cleaned are listed on Exhibit D.

SP.8 SIDEWALK CLEANING

8.1 **Sidewalk Cleanliness and Appearance**
Contractor shall clean the sidewalks in the City of Bell with sufficient frequency and diligence to maintain them in a sanitary condition with priority on the areas of greatest needs. Sidewalks will be maintain in appropriate level of cleanliness and appearance as judged by the Designated City Representative taking into consideration any complaints or comments received from public.

8.2 Sidewalk Cleaning of Commercial Area
Sidewalk cleaning shall be performed in the commercial area of the City of Bell. This area is defined as both sides of Florence Avenue between the Los Angeles River and the eastern boundary of the City, Atlantic Avenue from the northern to southern boundaries of the City and Gage Avenue between western and eastern boundaries of the City. The City does not have exact data regarding the square footage of sidewalk in this area but estimates it to be approximately 375,000 square feet. This estimate is provided for the bidder to understand the approximate magnitude of the cleaning to be done. The exact amount of square feet may vary.

8.3 Other Public Areas to be Pressure Washed
The Sidewalks and or other hard surfaces at the following public buildings and facilities shall be pressure washed twice monthly. They shall be washed at a time and in a manner that does not disrupt school sessions or other functions at the buildings and facilities.

a. Bell City Hall
b. Bell Community Center
c. Bell Computer Education Center
d. Bell High School, three sidewalks surrounding school
e. Veteran's Park including the area at the baseball bleachers and basketball court
f. Treder Park,
g. Debs Park including soccer bleacher area,
h. Camp Little Bear
i. Skate Park

8.3 Sidewalk Cleaning Plan
Contractor shall propose a sidewalk cleaning work plan that includes but is not limited to inspection procedures, the days and hours of operation, the criteria used to trigger cleaning, cleaning procedures and a description of the equipment to be used. Minimal requirements are that the sidewalks in commercial and other identified areas be pressure washed at least twice monthly.

SECTION 5

SAMPLE FORM OF CONTRACT

CONTRACT SERVICES AGREEMENT

By and Between

THE CITY OF BELL,
A MUNICIPAL CORPORATION

and

_____

AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE CITY OF BELL, CALIFORNIA
AND

_____

THIS AGREEMENT FOR CONTRACT SERVICES (herein" Agreement") is made and entered into this ___day of _____, 20_____ by and between the City of Bell, a municipal corporation ("City") and _____, ("Consultant" or "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 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 _____ (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.

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)
(Name)	(Title)
(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:

(d) 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;

(e) 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;

(f) 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

_____
Chief Administrative Officer

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
David Aleshire, City Attorney

CONTRACTOR:

_____

_____

By:_____
Name:
Title:

By:_____
Name:
Title:

Address:_____

Two signatures are required if a corporation.

NOTE: CONSULTANT'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.

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

EXHIBIT "A" TO AGREEMENT
SCOPE OF SERVICES

I. Contractor will perform the following Services:

A. Street Sweeping Services

B. Bus Shelter and Bus Stop Cleaning

C. Sidewalk Cleaning

II. As part of the Services, Contractor will prepare and deliver the following tangible work products to the City:

A.

B.

C.

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

A.

B.

C.

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 Services:

A.

B.

C.

EXHIBIT "B" TO AGREEMENT
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT "C" TO AGREEMENT
COMPENSATION

I. Contractor shall perform the following tasks:

		RATE	Unit
A.	**Street Sweeping**	_____	**Curb Mile**
B.	**Bus Shelter Cleaning/**	_____	**Each**
C.	**Sidewalk Cleaning**	_____	**Lump Sum**

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 the service provided and the amount of work done multiplied by the applicable rate..

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

III. The total compensation for the Services shall not exceed $_____, as provided in Section 2.1 of this Agreement.

EXHIBIT "D" TO AGREEMENT

SCHEDULE OF PERFORMANCE

To Be Completed based on the Contractors Plans and Schedules

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

		Days to Perform	Deadline Date
A.	Street Sweeping	_____	_____
B.	Bus Shelter Cleaning	_____	_____
C.	Sidewalk Cleaning	_____	_____
D.	Task D	_____	_____
E.	Task E	_____	_____

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EXHIBIT A

STREET SWEEPING, BUS AND BUS STOP CLEANING, AND SIDEWALK CLEANING SERVICES

PRICE/COST SHEET

SERVICE	UNIT	PRICE	Quantity	Total Annual Costs
STREET SWEEPING Scheduled Street Sweeping	Curb Mile (CM)	$_____ Per Curb Mile	Annual CM 9,615	$_____
Additional Sweeping per request	Curb Mile (CM)	$_____Per Curb Mile	As Directed	
BUS SHELTER/BUS STOP CLEANING – Daily Cleaning Services of 43 Shelters	Each	$_____	13,416 (43 x 6 days x 52 Weeks)	$_____
SIDEWALK CLEANING (375,000 SF) Commercial Sidewalks Bi-Monthly Cleaning	1000 Square Feet	$_____Per 1,000 SF (MSF)	9,000 MSF (375 X 2 X 12 Months)	$_____
Bi-monthly cleaning of sidewalks at Public Buildings and Facilities	Lump Sum	Annual Not to Exceed Amount		$_____
Total Cost of Sidewalk Cleaning Service				$_____

Date:_____

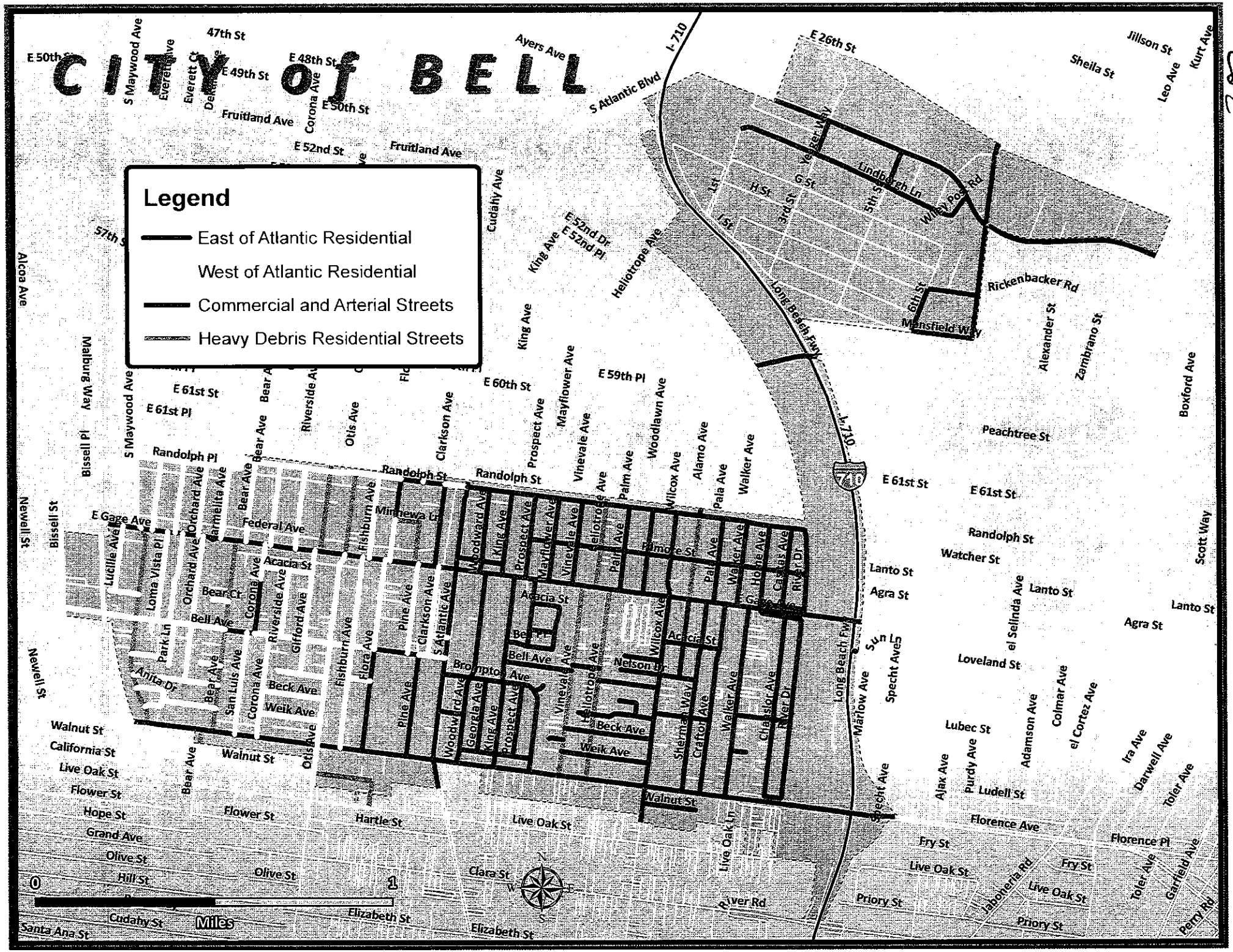
Company:_____

Submitted by:_____

Signature_____

Title:_____

CITY of BELL


Legend
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West of Atlantic Residential
Commercial and Arterial Streets
Heavy Debris Residential Streets
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47th St
E 49th St
E 48th St
Ayers Ave
I-710
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E 26th St
Jillson St
Sheila St
Leo Ave
Kurt Ave
S Maywood Ave
Everett Ave
Everett Ct
Fruitland Ave
Corona Ave
E 50th St
E 52nd St
Fruitland Ave
Cudahy Ave
E 52nd Dr
E 52nd Pl
King Ave
Heliotrope Ave
Lindbergh Ln
Wiley Post Rd
Yeager Way
1st St
H St
G St
3rd St
5th St
6th St
Long Beach Fwy
Mansfield Way
Rickenbacker Rd
Alexander St
Zambrano St
Boxford Ave
Alcoa Ave
57th St
Malburg Way
Bissell Pl
Newell St
E 61st St
E 61st Pl
Randolph Pl
Randolph St
Bear Ave
Riverside Ave
Otis Ave
Clarkson Ave
E 60th St
Prospect Ave
Mayflower Ave
E 59th Pl
Vinevale Ave
Palm Ave
Woodlawn Ave
Wilcox Ave
Alamo Ave
Pala Ave
Walker Ave
Peachtree St
E 61st St
Randolph St
Watcher St
Lanto St
Agra St
Loveland St
el Selinda Ave
Sun Ln
Specht Ave
Marlow Ave
Long Beach Fwy
Colmar Ave
el Cortez Ave
Adamson Ave
Lubec St
Ira Ave
Darwell Ave
Toler Ave
Ajax Ave
Purdy Ave
Ludell St
Florence Ave
Florence Pl
Fry St
Live Oak St
Jaboneria Rd
Priory St
Garfield Ave
Perry Rd
Scott Way
Newell St
Bissell St
E Gage Ave
Federal Ave
Minnewa Ct
Acacia St
Bell Ave
Nelson Dr
Brompton Ave
Beck Ave
Weik Ave
Walnut St
Hartle St
Clara St
River Rd
Elizabeth St
Cudahy St
Santa Ana St
Olive St
Hill St
Grand Ave
Hope St
Flower St
Live Oak St
California St
Walnut St
Anita Dr
Park Ln
Lucille Ave
Loma Vista Pl
Orchard Ave
Carmelita Ave
Bear Ct
San Luis Ave
Corona Ave
Riverside Ave
Gifford Ave
Fishburn Ave
Flora Ave
Pine Ave
S Atlantic Ave
Woodward Ave
Georgia Ave
King Ave
Prospect Ave
Vinevale Ave
Heliotrope Ave
Palm Ave
Palmer St
Pala Ave
Walker Ave
Hobart Ave
Cassias Ave
River Dr
Wilcox Ave
Sherman Way
Grafton Ave
Walker Ave
Charslor Ave
River Dr
Long Beach Fwy
Specht Ave
Live Oak Ln

City of Bell

Street Sweeping Map and Schedule

- Monday
- Tuesday
- Wednesday
- Thursday
- N/A Friday
- Saturday
- Sunday

Note: Atlantic, Florence, and Gage Avenues are swept on a nightly basis.

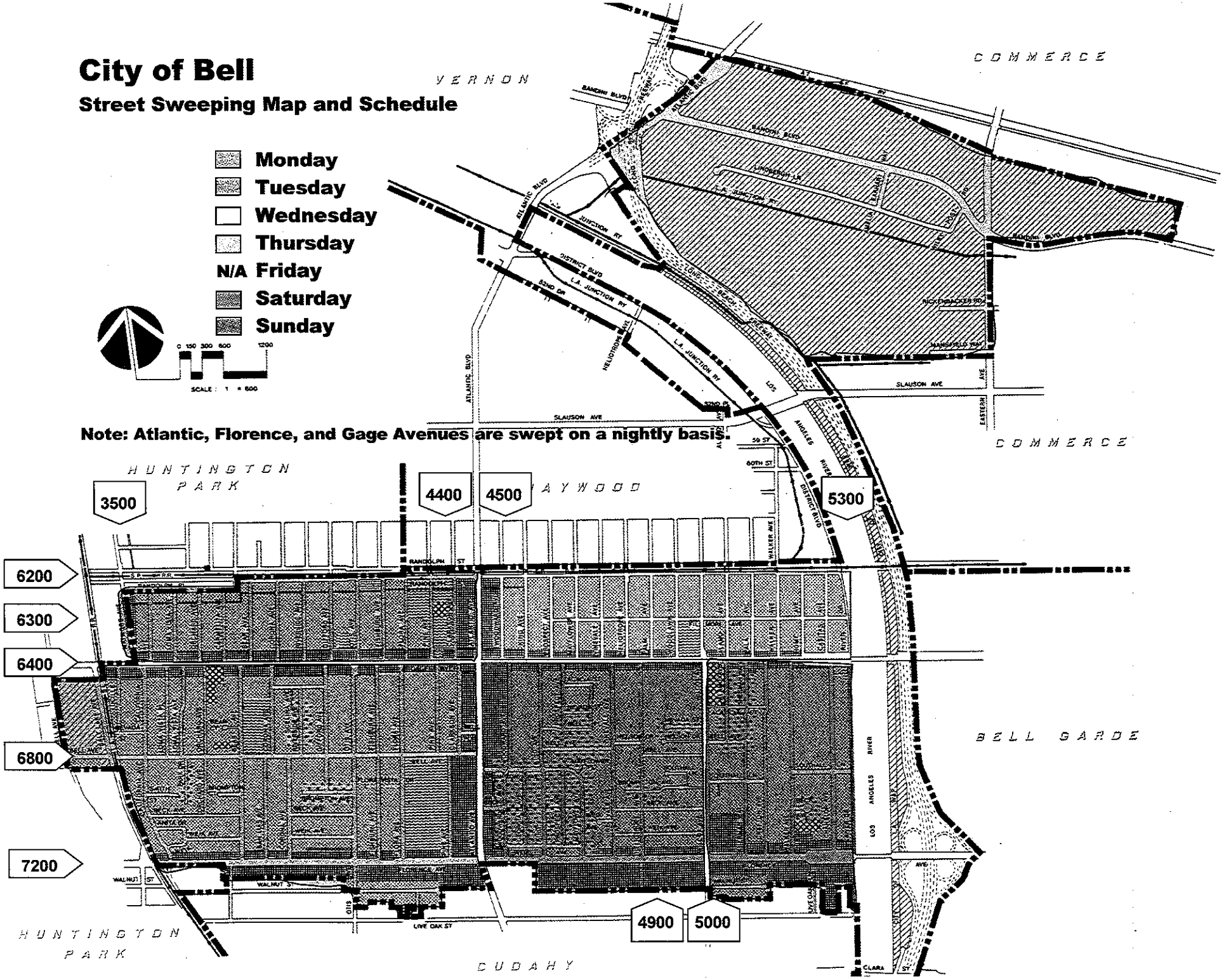

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EXHIBIT D

STREET SWEEPING, BUS AND BUS STOP CLEANING, AND SIDEWALK CLEANING SERVICES

LIST OF BUS SHELTERS AND BUS STOPS

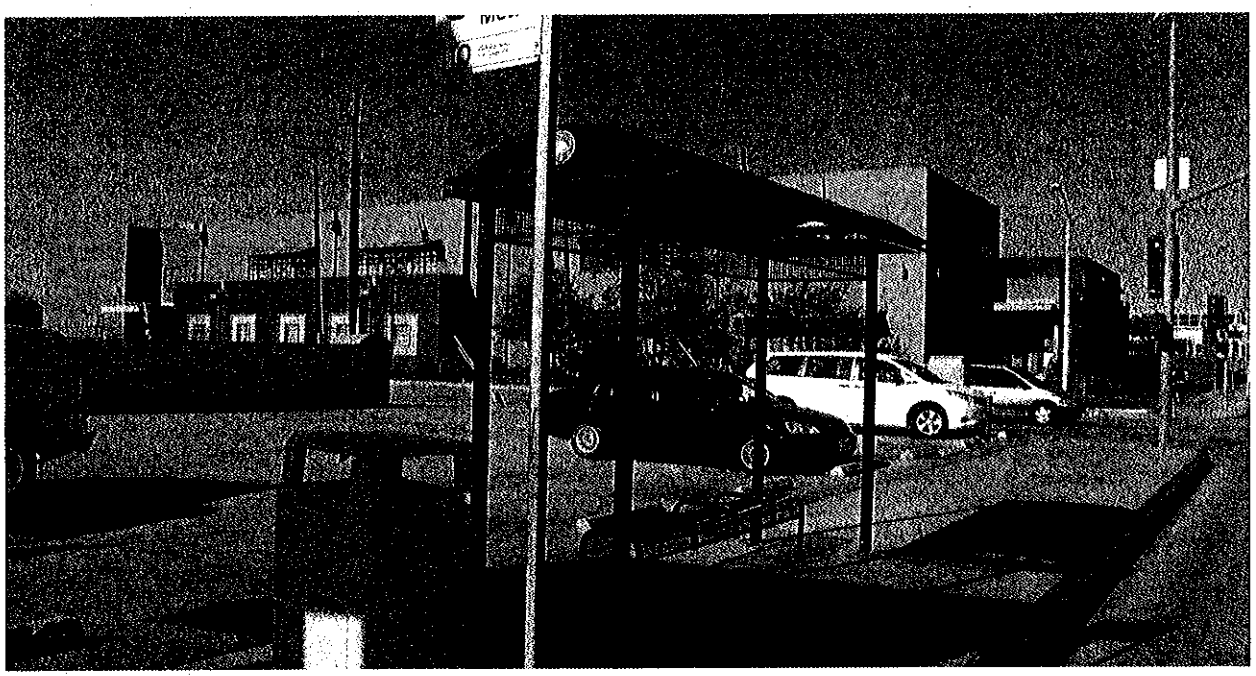
	ADDRESS	LOCATION	DESCRIPTION
1.	3526 Gage Avenue	NW Corner	Single Bus Shelter
2.	3559 Gage Avenue	Northside	Double Bus Shelter
3.	*3824 Gage Avenue*	*Southside*	Single Bus Shelter
4.	*3823 Gage Avenue*	*Northside*	Single Bus Shelter
5.	*4135 Gage Avenue*	Northside	Double Bus Shelter
6.	4204 Gage Avenue	Southside	Double Bus Shelter
7.	4467 Gage Avenue	Northside	Large Bus Shelter
8.	4511 Gage Avenue	Southside	Large and Single Bus Shelter
9.	4612 Gage Avenue	Southside	Single Bus Shelter
10.	4651 Gage Avenue	Northside	Single Bus Shelter
11.	4765 Gage Avenue	Northside	Single Bus Shelter
12.	4756 Gage Avenue	Southside	Single Bus Shelter
13.	4877 Gage Avenue	Northside	Single Bus Shelter
14.	4900 Gage Avenue	Corner of Wilcox	Single Bus Shelter
15.	5039 Gage Avenue	Northside	Single Bus Shelter
16.	5121 Gage Avenue	Northside	Double Bus Shelter
17.	5122 Gage Avenue	Midblock	Double Bus Shelter
18.	6411 Wilcox Avenue	Westside	Single Bus Shelter
19.	6830 Wilcox Avenue	Eastside	Single Bus Shelter
20.	6901 Wilcox Avenue	Westside	Single Bus Shelter
21.	Wilcox and Florence	Corner	Single Bus Shelter
22.	7223 Wilcox Avenue	Westside	Single Bus Shelter
23.	5151 Florence Avenue	Northside	Double Bus Shelter
24.	5152 Florence Avenue	Southside	Double Bus Shelter
25.	Florence and Wilcox	NE Corner	Double Bus Shelter
26.	Florence and Wilcox	SW Corner	Double Bus Shelter
27.	4800 Florence Avenue	Southside	Single Bus Shelter
28.	4739 Florence Avenue	Northside	Single Bus Shelter
29.	4402 Florence Avenue	Northside	Large Bus Shelter
30.	4135 Florence Avenue	Northside	Double Bus Shelter

31.	4136 Florence Avenue	Southside	Double Bus Shelter
32.	3801 Florence Avenue	Northside	Double Bus Shelter
33.	3800 Florence Avenue	Southside	Single Bus Shelter
34.	3637 Florence Avenue	Northside	Single Bus Shelter
35.	6800 Atlantic Avenue	Westside	Single Bus Shelter
36.	6720 Atlantic Avenue	Eastside	Single Bus Shelter
37.	6400 Atlantic Ave/Gage	SW Corner	Large Bus Shelter
38.	Atlantic and Gage Avenue	Ne Corner	Large Bus Shelter
39.	Atlantic and Randolph Street	NE Corner	Large Bus Shelter
40.	4730 Eastern Ave	NE Corner	Single Bus Shelter
41.	4811 Eastern Ave	SW Corner	Single Bus Shelter
42.	4921 Eastern Ave	SW Corner	Single Bus Shelter
43.	4900 Eastern Ave	SE Corner	Single Bus Shelter

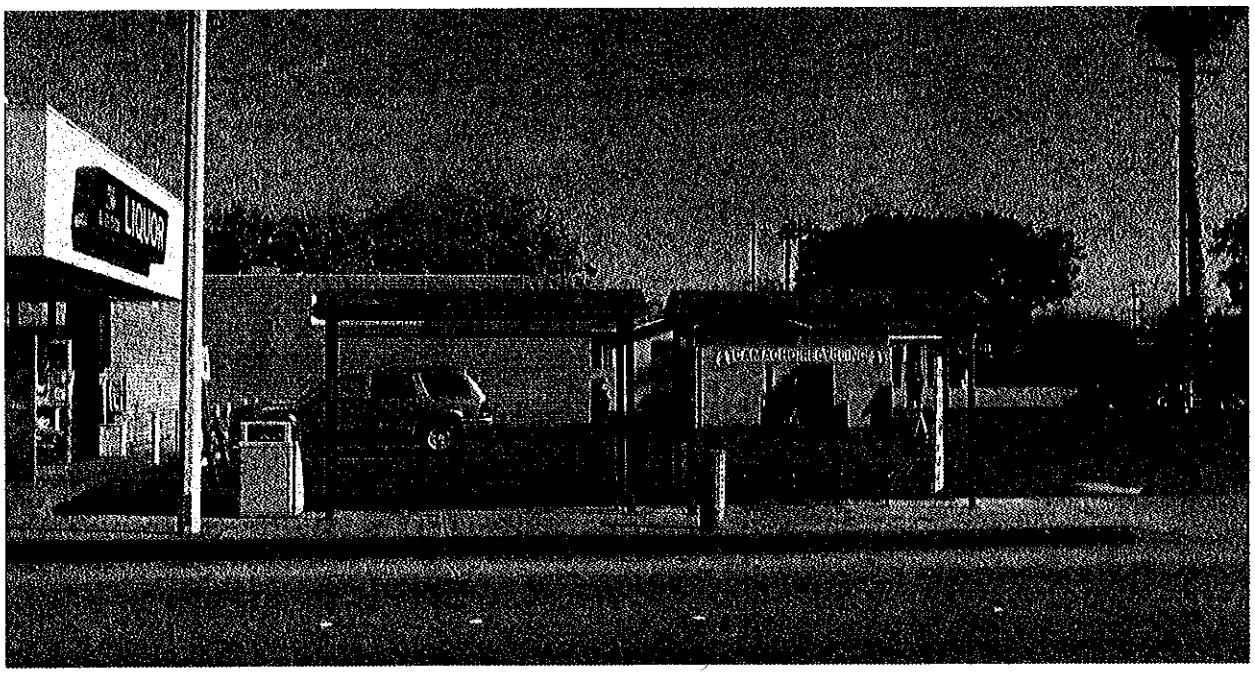
EXHIBIT E

PHOTOGRAPHS OF BUS SHELTERS

SINGLE BUS SHELTER



DOUBLE BUS SHELTER



PHOTOGRAPHS OF BUS SHELTERS

LARGE BUS SHELTER

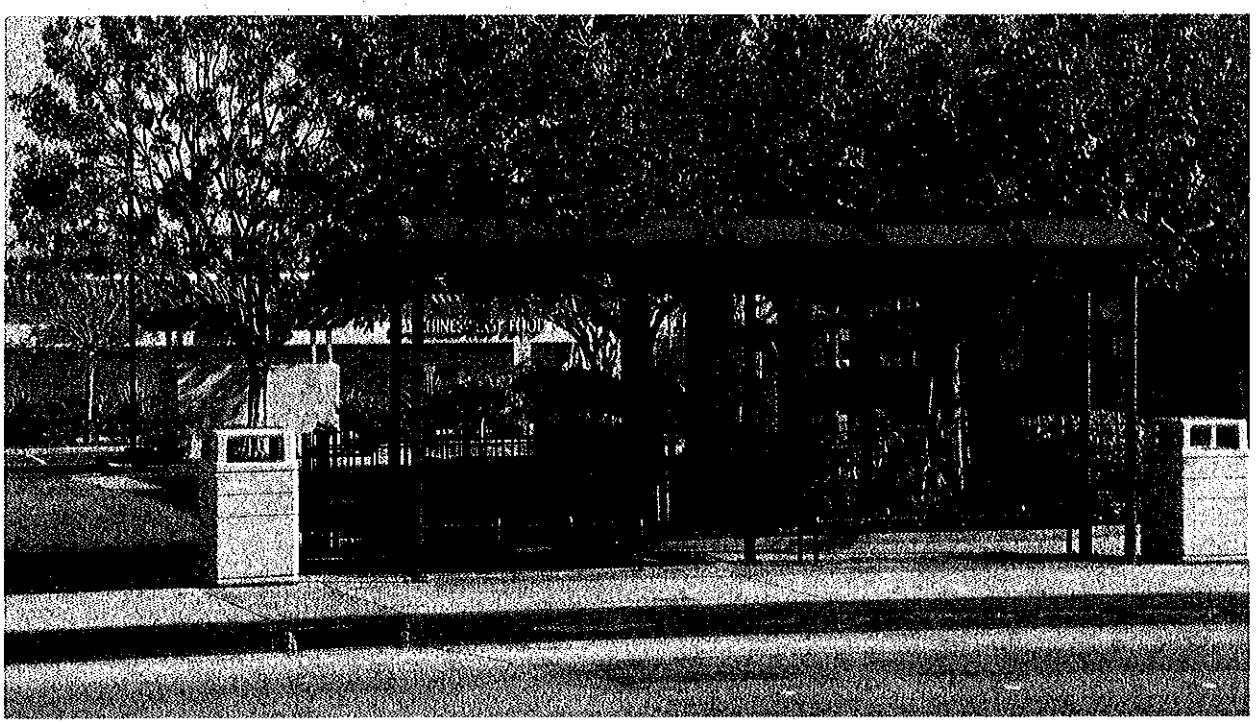


EXHIBIT F

STREET SWEEPING, BUS AND BUS STOP CLEANING, AND SIDEWALK CLEANING SERVICES

LETTER OF TRANSMITTAL

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

SUBJECT: PROPOSAL FOR STREET SWEEPING, BUS SHELTER CLEANING AND SIDEWALK CLEAINING SERVICES.

In response to the subject Request for Proposal (RFP) and in accordance with the accompanying Instructions to Contractors, the Contractor hereby commits to the City of Bell to perform the work in accordance with the provisions in the RFP and any addenda thereto.

The Contractor agrees and stipulates that the Proposal constitutes a firm offer that cannot be withdrawn for one hundred eighty (180) calendar days from the proposal submittal or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Contractor agrees to execute the Agreement in the form included in the RFP and to deliver the executed Agreement to the City of Bell within seven (7) calendar days after receipt of a Letter of Award issued by the City, together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a written Notice to Proceed (NTP) from the City.

The Contractor certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto; and
2. Satisfied itself as to the requirements of the Agreement, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the work and/or the cost thereof; and
3. Examined the experience, skill and certification requirements in the Scope of Work/Specifications and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Bell will not be responsible for any errors or omissions in the Proposal.

The Contractor further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms; and
2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)
Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the offer.

Addenda Numbers:
_____ *Date* _____
_____ *Date* _____
_____ *Date* _____
_____ *Date* _____
_____ *Date* _____
_____ *Date* _____

Contractors Name

Business Address _____

_____

Contact Person _____

Phone _____

Email Address _____

_____	_____
Signature of Authorized Official	Signature of Authorized Official
_____	_____
Typed or Printed Name	Typed or Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

EXHIBIT G

ADDITIONAL INSURED ENDORSEMENT COMMERCIAL GENERAL LIABILITY

_____

Name and address of named insured ("Named Insured"):

_____

Name and address of Insurance Company ("Company"):

_____

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

_____

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Bell ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Above- Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company□s liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, or reduction of limits (except as the result of the payment of claims) below $1,000,000 combined single limit, except after written notice to Public Agency, by first class mail not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

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

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- ☐ Contractual Liability
- ☐ Owners/Landlords/Tenants
- ☐ Manufacturers/Contractors
- ☐ Products/Completed Operations
- ☐ Broad Form Property Damage
- ☐ Extended Bodily Injury
- ☐ Broad Form Comprehensive
- ☐ General Liability Endorsement
- ☐ Explosion Hazard
- ☐ Collapse Hazard
- ☐ Underground Property Damage
- ☐ Pollution Liability
- ☐ Liquor Liability
- ☐ _____
- ☐ _____
- ☐ _____

12. A □ deductible or □ self-insured retention *(check one)* of $_____ applies to all coverage(s) except: _____ *(if none, so state).*

The deductible is applicable □ per claim or □ per occurrence *(check one)*.

13. This is an □ occurrence or □ claims made policy *(check one)*.

14. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ *(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20___

_____

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: (_____) _____

EXHIBIT H

ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

_____

Name and address of named insured ("Named Insured"):

_____

Name and address of Insurance Company ("Company"):

_____

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

_____

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Bell ("Public Agency"), its officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Above- Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, or reduction of limits (except as the result of the payment of claims) below $1,000,000 combined single limit, or non-renewal except after written notice to Public Agency, by first class mail, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

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

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

□	Any Automobiles	□	Truckers Coverage
□	All Owned Automobiles	□	Motor Carrier Act
□	Non-owned Automobiles	□	Bus Regulatory Reform Act
□	Hired Automobiles	□	Public Livery Coverage
□	Scheduled Automobiles	□	_____
□	Garage Coverage	□	_____

12. A □ deductible or □ self-insured retention *(check one)* of $_____applies to all coverage(s) except: _____*(if none, so state).*

The deductible is applicable □ per claim or □ per occurrence *(check one)*.

13. This is an □ occurrence or □ claims made policy *(check one)*.

14. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ *(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20___

_____

Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: (_____) _____

EXHIBIT I

ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

_____

Name and address of named insured ("Named Insured"):

_____

Name and address of Insurance Company ("Company"):

_____

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

_____

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Bell ("Public Agency"), its officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Above- Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insu' limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, reduction of limits (except as the result of the payment of claims) below $1,000,000 combined single limit, when added to the primary coverage to which the excess policy applies, or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

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

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
□ Following Form		
□ Umbrella Liability		
□ _____		

11. Applicable underlying coverages:

INSURANCE COMPANY	POLICY NO.	AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A □ deductible or □ self-insured retention *(check one)* of $_____applies to all coverage(s) except: _____*(if none, so state).*

The deductible is applicable □ per claim or □ per occurrence *(check one).*

14. This is an □ occurrence or □ claims made policy *(check one)*.

15. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ *(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20___

_____

Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: (_____) _____

EXHIBIT J

STREET SWEEPING, BUS AND BUS STOP CLEANING, AND SIDEWALK CLEANING SERVICES

NON-COLLUSION AFFIDAVIT

To: The City of Bell:

State of California)
) ss.
County of)

_____, being first duly sworn, deposes and says that he or she is _____of_____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived , or agreed with any bidder of anyone else to put in a sham bid, or than anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature_____

State of California)
) ss.
County of)

Subscribed and sworn to before me this ____day of _____. 2012.

Notary Public in and for the County of_____, State of California.

My Commission expires_____, 20___.

EXHIBIT K

STREET SWEEPING, BUS AND BUS STOP CLEANING, AND SIDEWALK CLEANING SERVICES

CERTIFICATION OF NON-DISCRIMINATION
(To be submitted with Proposal Form)

On behalf of the bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, sex, disability, or national origin; that all federal, state, local directives, and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

_____
BIDDER

_____
By:

_____
(Name and title of person making certification)

_____
Date

AMENDMENT NO. 5 TO
CITY OF BELL AND GRAFFITI PROTECTIVE COATINGS, INC.
AGREEMENT FOR BUS SHELTER CLEANING SERVICES

This AMENDMENT NO. 5 TO CITY OF BELL AND GRAFFITI PROTECTIVE COATINGS, INC. AGREEMENT FOR BUS SHELTER CLEANING SERVICES ("Amendment") is made and entered into effective as of July 1, 2010 ("Effective Date") by and between the City of Bell, a municipal corporation (the "City") and Graffiti Protective Coatings, Inc., a California corporation ("GPC"). The City and GPC are hereinafter collectively referred to as "Parties".

RECITALS

A. On or about May 17 1999, an Agreement regarding "Professional Services" by and between the City and GPC, hereinafter referred to as "Agreement," was executed between the City of Bell and GPC for the provision of specialized services as an independent contractor to clean bus shelters and bus stops within the City of Bell.

B. On or about June 25, 2001, the City and GPC executed an Amendment No.1 to Agreement extending the term to June 30, 2002.

C. On or about June 17, 2002 the City and GPC executed an Amendment No.2 to the Agreement extending the term to June 30, 2003.

D. On or about June 16, 2003 the City and GPC executed an Amendment No.3 to the Agreement extending the term to June 30, 2004.

E. On or about July 18, 2005 the City and GPC executed an Amendment No.2 to the Agreement extending the term to June 30, 2010.

F. The City will initiate a bid process for a new bus shelter vendor on or about May 16, 2012. GPC has been included in the vendor list.

G. GPC has continued to provide service after July 1, 2010 and the parties now desire to enter into this amendment to extend the existing Agreement until the City completes a bid process for continuation of services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, the Parties agree as follows:

Section 1. "Term" is added and shall read, in its entirety:

The term of this Agreement shall begin on July 1, 2010 and shall continue on a month-to-month basis until terminated in accordance with Section 14 of the Agreement.

At the end of the Term, or in the event this Agreement is terminated in accordance with Section 14, GPC shall cooperate fully with City and any subsequent bus shelter cleaning service provider to assure a smooth transition of services.

Section 2. GPC shall comply with all applicable provisions of the California Labor Code concerning payment of prevailing wages and employment of apprentices. GPC may be required to submit weekly payroll to the City to verify GPC's compliance with the above requirements.

Section 3. All other terms and conditions of the Agreement shall remain in full force and effect unless specifically modified by this Amendment.

WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

City	**GPC**
CITY OF BELL, a municipal corporation	Graffiti Protective Coatings, Inc. a California corporation
By:	By:
Ali Saleh Its: Mayor	Carla Lenhoss Its: President

ATTEST:

By:

Rebecca Valdez
City Clerk

CLEANING

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into this 17th day of May. 1999 by and between the CITY OF BELL, a municipal corporation (hereinafter referred to as "CITY") and GRAFFITI PROTECTIVE COATINGS, INC., a California corporation (hereinafter referred to as "GPC").

The parties do agree as follows:

SECTION 1. RECITAL.

This Agreement is made and entered into with respect to the following facts:

A CITY on May 17, 1999 considered and approved the proposal from GPC for professional services including but not limited to, cleaning bus shelters and bus stops within the City.

B CITY desires to have a highly qualified company to perform such services.

C GPC represents that it is qualified to perform such services and has agreed to do so pursuant to this Agreement; and

D CITY desires to contract with GPC beginning May 1, 1999 on the following terms and conditions.

SECTION 2. EMPLOYMENT.

CITY hereby employs GPC and GPC hereby accepts such employment, to perform those services under this Agreement.

SECTION 3. INDEPENDENT CONTRACTOR.

The parties hereby acknowledge that GPC is an independent contractor and shall not be considered to be an employee of CITY.

SECTION 4. PRINCIPAL REPRESENTATIVE

The Chief Administrative Officer or his/her designee shall be the principal representative of CITY for purposes of this Agreement.

SECTION 5. GPC NOT AGENT OF CITY.

A. GPC shall have no authority, expressed or implied, to act on behalf of CITY in any capacity whatsoever as an agent.

B. GPC shall have no authority, express or implied, pursuant to this Agreement to bind CITY to any obligation whatsoever.

SECTION 6. SCOPE OF SERVICES.

GPC will diligently perform cleaning of all Bus Shelters and Bus Stops Citywide to maintain sanitary conditions. Work shall be performed every day of the year (seven days a week) except for the following four days: January 1st, July 4th, Thanksgiving Day and December 25th only. Specifications for cleaning of Bus Shelters and Bus Stops shall be as follows:

1. Remove all graffiti from shelters (including, but not limited to, four poles, bench and entire roof area), refuse receptacles (top, bottom and on all sides) and sidewalk within a seven foot perimeter of shelter on public right of way;
2. Empty refuse receptacles and replace liners as needed;
3. Steam Clean (all pressure washing equipment used will be a minimum of 5 gallons per minute, 3,000 PSI and produce a temperature of not less than a minimum of 180 degrees) entire area around bus shelters and bus stops within a seven-foot perimeter of shelter on public right-of-way, removing all debris including but not limited to gum, grease and stains.
4. Rinse entire shelter area including, but not limited to, refuse receptacle (top, bottom and all sides), poles, roof and bench with deionized water.

SECTION 7. STANDARD OF PERFORMANCE.

GPC shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which GPC is engaged in the geographical area in which GPC practices his or her profession.

SECTION 8. TIME.

A. GPC shall devote such time to the performance of services pursuant to the Agreement as may be reasonably necessary for satisfactory performance of GPC's obligations pursuant to Section 6 of this Agreement.

B. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

C. If GPC has been delayed and as a result will be unable, in the opinion of the Chief Administrative Officer or his/her designee, to complete performance fully and satisfactorily within the time fixed for performance, GPC, upon submission of evidence of the causes of delay, satisfactory to the Chief Administrative Officer or his/her designee, shall in the discretion of the Chief Administrative Officer or his/her designee, be granted an extension of time.

SECTION 9. QUALIFICATIONS.

A. GPC represents and warrants to CITY that it has all necessary professional licenses and/or certificates to legally perform the services under this Agreement.

B. GPC represents and warrants to CITY that GPC shall, at his sole cost and expense, keep in effect or obtain at all times during the term of this Agreement all necessary licenses and certificates required of GPC to perform the services.

SECTION 10. COMPENSATION.

A. GPC will perform those tasks and deliver the services described in this Agreement, in accordance with the terms and provisions of this Agreement for a total contract price not to exceed Five Thousand Eight Hundred Dollars ($5,800) per month.

B. Authorized work shall be in strict compliance with the provisions of this Agreement. GPC shall provide all labor, materials and equipment, as necessary to perform the services under this Agreement without any additional charge or compensation. GPC shall not charge for travel time or break time.

SECTION 11. BILLING.

A. Fees for services shall be billed on a monthly basis. Each invoice will contain detailed worksheets of the day, times, and locations of the work performed in a format which is acceptable to the CITY.

B. CITY shall withhold payment for any expenditure not substantiated by GPC's books and records.

C. In the event CITY has made payment for expenditures that are not allowed, as determined by CITY's audit, GPC shall reimburse CITY for the amount of the unallowed expenditures.

D. CITY shall make no payment for any extra, further, or additional services pursuant to this Agreement unless such extra service and the price thereof is agreed to in writing and executed by the Chief Administrative Officer or his/her designee prior to the time that such extra service is rendered.

SECTION 12. COMPENSATION WITHHELD.

A. When the Chief Administrative Officer or his/her designee shall have reasonable grounds for believing that GPC will be unable to perform this Agreement fully and satisfactorily within the time fixed for performance; or a meritorious claim exists or will exist against GPC or CITY arising out of the negligence of GPC or GPC's breach of any provision of this Agreement, then the Chief Administrative Officer or his/her designee may withhold payment of any amount otherwise due and payable to GPC under this Agreement.

B. Any amount so withheld may be retained by CITY for that period as it may deem advisable to protect CITY against any loss and may, after written notice to GPC, be applied in satisfaction of any claim described here.

D. This provision is intended solely for the benefit of CITY and no person shall have any right against the Chief Administrative Officer or his/her designee or claim against CITY by reason of the Chief Administrative Officer or his/her designee's failure or refusal to withhold monies.

E. No interest shall be payable by CITY on any amounts withheld under this provision.

F. This provision is not intended to limit or in any way prejudice any other right of CITY.

SECTION 13. RIGHT TO AUDIT AND INSPECT.

CITY shall have the right to audit and inspect all books and records kept by GPC in connection with the operation and services performed under this Agreement.

SECTION 14. RIGHT OF TERMINATION.

A. This Agreement may be terminated by either party with or without cause, upon ninety (90) days written notice to the other party.

B. All work shall cease at the conclusion of the notice period and GPC shall be paid for all services provided prior to termination in accordance with the rates as provided in this Agreement.

SECTION 15. INDEMNITY.

GPC hereby agrees to and does indemnify, defend and hold harmless CITY, and any and all of their respective officers, employees and representatives from any and all claims, liability and expenses, including attorney fees and costs, that arise out of or are related to GPC's negligent performance of this Agreement.

SECTION 16. GPC's LIABILITY FOR PUBLIC LIABILITY AND PROPERTY DAMAGE.

GPC shall assume all responsibility for damages to property or injuries to persons, including accidental death, which may be caused by GPC's negligent performance of this Agreement, whether such performance be by themselves, or their agents, or whether such damage shall accrue or be discovered before or after termination of this Agreement.

SECTION 17. LIABILITIES.

A. GPC shall not assert any claim arising out of any act or omission by any officer, agent, or employee of CITY in the execution or performance of this Agreement against that officer, agent or employee.

B. Nothing in this Agreement shall be construed to give any person other than CITY and GPC any legal or equitable rights, remedy or claim under this Agreement.

SECTION 18. CONFLICT OF INTEREST.

A. GPC covenants that neither it nor any officer of the corporation, or partnership, as the case may be, has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner with the performance of GPC's services under this Agreement.

B. GPC further agrees that in the performance of this Agreement, no person having an interest of the above nature shall be employed by him or her.

SECTION 19. NOTICES.

A. Notices pursuant to this Agreement shall be given by personal service or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TO CITY

CITY CLERK
City of Bell
6330 Pine Avenue
Bell, California 90201

TO GPC: Graffiti Protective Coatings, Inc.
419 Larchmont Blvd., #214
Los Angeles, California 90004

B. Notices shall be deemed to be given as of the date of personal service, or two (2) days following the deposit of the same by first class mail in the course of transmission of the United States Postal Service.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon the parties hereto and their successors in interest.

SECTION 21. ASSIGNMENT.

A. GPC shall not assign, transfer, convey, pledge or otherwise dispose of its rights or obligations hereunder, except the payment of funds from CITY, without prior written consent of CITY.

B. The consent of CITY to an assignment shall not be unreasonably withheld, but prior to approving any assignment involving the performance of any obligations pursuant to this Agreement, CITY shall be satisfied by competent evidence that the assignee is financially able and technically qualified to perform those services proposed to be assigned.

C. In the event of such assignment, CITY may condition the same so as to ensure compliance with the provisions of this Agreement.

SECTION 22. COMPLIANCE WITH LAWS.

GPC shall comply with all applicable laws in performing its obligations under this Agreement.

SECTION 23. INSURANCE.

A. GPC shall obtain and maintain at its expense, during the term of this Agreement, all necessary insurance for its employees engaged in the performance of this Agreement, including, but not limited to worker's compensation insurance.

B. GPC shall obtain and maintain at its expense, during the term of this Agreement, comprehensive general liability insurance with coverage of not less than $1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. GPC shall cause CITY, its officers, employees, and agents, to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against CITY.

C. For all vehicles operated by GPC to provide services under this Agreement, Business Auto Coverage under standard ISO form including symbol 1 (All Auto) auto coverage with limits of no less than $1,000,000.00 and scheduled under any umbrella policy.

D. GPC shall provide CITY with written proof of the existence of such insurance and the commitment of the insurance carrier to notify CITY is writing 30 days before the cancellation of such insurance. All insurance coverage required here to apply on a primary non-contributing basis in relation to any insurance or self-insurance available or applicable to CITY.

SECTION 24. DISCRIMINATION.

A. GPC agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, handicap or marital status, or place of national origin.

B. GPC agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

SECTION 25. ENTIRETY OF AGREEMENT.

This Agreement contains the entire Agreement of CITY and GPC with respect to the subject matter hereof, and no other Agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid.

SECTION 26. ATTORNEYS FEES.

In the event that any action or proceeding is instituted for the breach of this Agreement, the prevailing party shall be entitled to reasonable attorneys fees.

SECTION 27. CONSISTENCY WITH CURRENT LAW.

A. It is the intent and understanding of the parties to this Agreement that every provision of law required to be inserted in this Agreement is inserted here.

B. If through mistakes or otherwise, any of those provisions are not inserted in correct form, then this Agreement shall upon application of either party, be amended by insertion so as to comply strictly with the law and without prejudice to the rights of either party.

C. If this Agreement contains any unlawful provisions, not an essential part of the Agreement and which appear not to have been a controlling or material inducement to the making of this Agreement, those provisions shall be deemed of no effect, and shall upon application of either party be stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting those provisions.

SECTION 28. VENUE.

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the State courts of the County of Los Angeles or where appropriate, in the United States District Court, Southern District of California, Los Angeles, California.

SECTION 29. INTERNAL INCONSISTENCIES.

If this Agreement contains any errors, inconsistencies, ambiguities, or discrepancies, including typographical errors, GPC shall request a clarification of those items by writing to the Chief Administrative Officer whose decision shall be binding upon the parties.

SECTION 30. CAPTIONS AND HEADNOTES.

The captions and headnotes or sections of this Agreement, and marginal notes are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly authorized and executed by the parties hereto on the day and year first herein above written.

"CITY"
City of Bell

By:

"GPC"
Graffiti Protective Coatings, Inc.

By:

IN WITNESS WHEREOF, this Agreement has been duly authorized and executed by the parties hereto on the day and year first herein above written.

"CITY"
City of Bell

By: George Francis Bass

"GPC"
Graffiti Protective Coatings, Inc.

By:_____

Copy

AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE CITY OF BELL
AND
GRAFFITI PROTECTIVE COATINGS, INC.
(Bus Shelter Cleaning)

AMENDMENT NO. 1

This AMENDMENT is made and entered into this 25 day of June, 2001, by and between the City of Bell, a municipal corporation (hereinafter referred to as "City") and Graffiti Protective Coatings, Inc., a California corporation (hereinafter referred to as "GPC").

WITNESSETH

WHEREAS, the City and GPC have entered into that certain Agreement for Professional Services, dated May 17, 1999 (the "Agreement"), for GPC to provide specialized services as an independent contractor to clean bus shelters and bus stops within the City of Bell; and

WHEREAS, the City desires to continue in the use of GPC's services to clean bus shelters and bus stops.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. The term of the Agreement is hereby amended to commence on July 1, 2001 and shall terminate on June 30, 2002.

SECTION 2. GPC will perform those tasks and deliver the services described in the Agreement for a total contract price of $32.50 per hour, not to exceed Five Thousand Eight Hundred Dollars ($5,800.00) per month.

SECTION 3. GPC shall comply with all applicable provisions of the California Labor Code concerning payment of prevailing wages and employment of apprentices. GPC may be required to submit weekly payroll to the City to verify GPC's compliance with the above requirements.

SECTION 4. All other terms and conditions of the Agreement shall remain in full force and effect unless specifically modified by this Amendment.

WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

City

CITY OF BELL,
a municipal corporation

By: _____
Rolf Janssen
Its: Mayor

GPC

Graffiti Protective Coatings, Inc.
a California corporation

By: _____
Barry Steinhart
Its: President

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

68841.1

AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE CITY OF BELL
AND
GRAFFITI PROTECTIVE COATINGS, INC.
(Bus Shelter Cleaning)

AMENDMENT NO. 2

This AMENDMENT is made and entered into this 17 day of June, 2002, by and between the City of Bell, a municipal corporation (hereinafter referred to as "City") and Graffiti Protective Coatings, Inc., a California corporation (hereinafter referred to as "GPC").

WITNESSETH

WHEREAS, the City and GPC have entered into that certain Agreement for Professional Services, dated May 17, 1999 (the "Agreement"), for GPC to provide specialized services as an independent contractor to clean bus shelters and bus stops within the City of Bell; and

WHEREAS, the City desires to continue in the use of GPC's services to clean bus shelters and bus stops.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. The term of the Agreement is hereby amended to commence on July 1, 2002 and shall terminate on June 30, 2003.

SECTION 2. GPC will perform those tasks and deliver the services described in the Agreement for a total contract price of $32.50 per hour, not to exceed Five Thousand Eight Hundred Dollars ($5,800.00) per month.

SECTION 3. GPC shall comply with all applicable provisions of the California Labor Code concerning payment of prevailing wages and employment of apprentices. GPC may be required to submit weekly payroll to the City to verify GPC's compliance with the above requirements.

SECTION 4. All other terms and conditions of the Agreement shall remain in full force and effect unless specifically modified by this Amendment.

WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

City

CITY OF BELL,
a municipal corporation

By: George Francis Bass
George Francis Bass
Its: Mayor Pro Tem

GPC

Graffiti Protective Coatings, Inc.
a California corporation

By: _____
Carla ~~Steinhart~~ LENHOFF
Its: President

ATTEST:

By: _____
Theresa Diaz, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

68841.1

AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE CITY OF BELL
AND
GRAFFITI PROTECTIVE COATINGS, INC.
(Bus Shelter Cleaning)

AMENDMENT NO. 3

This AMENDMENT is made and entered into this 16 day of June, 2003, by and between the City of Bell, a municipal corporation (hereinafter referred to as "City") and Graffiti Protective Coatings, Inc., a California corporation (hereinafter referred to as "GPC").

WITNESSETH

WHEREAS, the City and GPC have entered into that certain Agreement for Professional Services, dated May 17, 1999 (the "Agreement"), for GPC to provide specialized services as an independent contractor to clean bus shelters and bus stops within the City of Bell; and

WHEREAS, the City desires to continue in the use of GPC's services to clean bus shelters and bus stops.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. The term of the Agreement is hereby amended to commence on July 1, 2003 and shall terminate on June 30, 2004.

SECTION 2. GPC will perform those tasks and deliver the services described in the Agreement for a total contract price of $32.50 per hour, not to exceed Six Thousand Dollars ($6,000.00) per month.

SECTION 3. GPC shall comply with all applicable provisions of the California Labor Code concerning payment of prevailing wages and employment of apprentices. GPC may be required to submit weekly payroll to the City to verify GPC's compliance with the above requirements.

SECTION 4. All other terms and conditions of the Agreement shall remain in full force and effect unless specifically modified by this Amendment.

WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

City

CITY OF BELL,
a municipal corporation

By: _____
Teresa Jacobo
Its: Mayor

GPC

Graffiti Protective Coatings, Inc.
a California corporation

By: _____
Carla Steinhart
Its: President

ATTEST:

By: _____
Theresa Diaz, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

68841.1

AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE CITY OF BELL
AND
GRAFFITI PROTECTIVE COATINGS, INC.
(Bus Shelter Cleaning)

AMENDMENT NO. 4

This AMENDMENT is made and entered into this 18 day of July, 2005, by and between the City of Bell, a municipal corporation (hereinafter referred to as "City") and Graffiti Protective Coatings, Inc., a California corporation (hereinafter referred to as "GPC").

WITNESSETH

WHEREAS, the City and GPC have entered into that certain Agreement for Professional Services, dated May 17, 1999 (the "Agreement"), for GPC to provide specialized services as an independent contractor to clean bus shelters and bus stops within the City of Bell; and

WHEREAS, the City desires to continue in the use of GPC's services to clean bus shelters and bus stops.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. The term of the Agreement is hereby amended to commence on July 1, 2005 and shall terminate on June 30, 2010.

SECTION 2. GPC shall comply with all applicable provisions of the California Labor Code concerning payment of prevailing wages and employment of apprentices. GPC may be required to submit weekly payroll to the City to verify GPC's compliance with the above requirements.

SECTION 3. All other terms and conditions of the Agreement shall remain in full force and effect unless specifically modified by this Amendment.

WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

City

CITY OF BELL,
a municipal corporation

By: George Mirabal
George Mirabal
Its: Mayor

ATTEST:

By: Rebecca Valdez
Rebecca Valdez
City Clerk

GPC

Graffiti Protective Coatings, Inc.
a California corporation

By:
Carla Lenhoss
Its: President

City of Bell
Agenda Report

DATE: May 16, 2012

TO: Mayor and Members of the City Council

FROM: Vernon Ficklin, Community Services Consultant
Debra Kurita, Interim Community Services Director

APPROVED

BY: _____
Arne Croce, Interim Chief Administrative Officer

SUBJECT: Public Transportation Request for Proposals

RECOMMENDATION:

Approve the release of a Request for Proposal for Public Transportation Services

BACKGROUND AND DISCUSSION:

The City Council approved the release of an RFP (Request for Proposals) for a Dial-A-Ride Transportation Program on January 16, 2012. Four bids were received on March 9, 2012 and evaluated through a selection process consisting of staff review of written proposals, panel review of written proposals and panel interviews of the firms submitting these. At the April 18, 2012 meeting the Council voted to cancel the Request for Proposals and direct staff prepare a new RFP that would be inclusive of a comprehensive transit service including traditional dial-a-ride and on-demand taxi for the elderly and disabled and fixed route service for the general public.

The proposed RFP solicits bids for a blend of transportation modes. The RFP includes specifications for a fixed route bus service component serving the general public, a paratransit Dial-A-Ride component and a demand response taxi based Dial-A-Ride both serving the seniors and disabled residents of Bell. This blend of services, which was recommended by the selection panel that participated in the previous review process, provides the senior and disabled residents of Bell with a wider choice of transportation services to meet their needs. The fixed route bus service meets Council's interest to have a program that also serves the general public.

The task of defining the fixed bus route will be performed by the selected contractor during the first 60 days of the contract; conceptually the bus route will circulate throughout Bell making stops at major service points such as shopping areas, schools, community centers etc. The route should also permit the rider to connect the with the Metro regional bus system. One bus will be dedicated to this route and will operate 12 hours a day 7:00 AM to 7:00 PM and 6 hours on Saturday. The experience of neighboring cities is that the fixed route bus is used by school children and youth, and a mixed age adult population.

A traditional Dial-A-Ride advanced reservation paratransit services similar to the current program will be continued on a more limited basis with one vehicle operating six days a week, Monday through Friday from 7:00 AM to 6:00 PM and 9:00 AM to 3:00 PM on Saturday. Supplementing this paratransit service will be an additional demand response Dial-A-Ride taxi service operating seven days a week from 6:00 AM to 9:00 PM providing 10,000 rides annually. Eligible users of both the paratransit and taxi services are Bell residents 60 years of age or older and the disabled of any age.

Administratively, the RFP calls for a prime contractor who will furnish all components of the transportation program. The prime contractor will have the option of subcontracting part of the services. The prime contractor will be responsible for managing and coordinating all services and complying with all of the conditions and requirements of the Request for Proposal and the corresponding agreement. Client management services of receiving applications, verifying eligibility, issuing an electronic swipe cards, registering client data and maintaining the data base will also be the responsibility of the prime contractor.

A provision in the Request for Proposal allows the City to adjust the service levels and make other changes to the transportation program. As better information becomes available regarding ridership and demand, the City will have the opportunity to optimize these services. However, in the future the City may need to consider fares to help offset costs or to adopt other means to manage demand and the costs of the transportation program.

Staff has spoken with the six firms that asked for request for proposal documents and not submitted bids in the former process and informed them of the City of Bell's interest in obtaining a maximum number of proposals. Some expressed interest but explained that their decision to bid or not to bid, is based on whether they can profitably provide the service at a competitive cost. One of the items often mentioned as a barrier was whether they have a base of operation that is sufficiently close to Bell that will allow the business to expand their operations without significant, non-revenue generating travel to the service area. Staff will continue to canvas all contacts, including other public agencies to assure that the City's Request for Proposals and our interest in receiving proposals is known by any potential bidder.

Upon approval by the City Council, the RFP schedule will be as follows:

Release of RFP: May 16, 2012

Completed Proposals Due: July 20, 2012

Council Consideration of Award: August 15, 2012.

Anticipated Beginning of Service: September 3, 2012

On March 14, 2012, the City Council approved an agreement with Oldtimers Foundation to provide transportation services until the bid process is complete.

FINANCIAL IMPACT:

Proposition A Local Sales Tax Return Funds in the amount of $384,000 has been budgeted in the FY 2012-13 budget (account no. 70-521-0701-0235) and will be allocated to the cost of the

Transportation Program. The use of these funds is restricted to covering transit and transit related costs.

Attachment A: April 18, 2012 Agenda Report
Attachment B: Request for Proposals for Transportation Services

City of Bell
Agenda Report

DATE: April 18, 2012

TO: Mayor and Members of the City Council

FROM: Vernon Ficklin
Debra Kurita, Interim Community Services Director

APPROVED

BY: _____
Arne Croce, Interim Chief Administrative Officer

SUBJECT: Dial A Ride Public Transportation Request for Proposals

RECOMMENDATION

Reject all bids received for the Dial-A-Ride Transportation Services and authorize the Chief Administrative Officer to negotiate an agreement with the Oldtimers Foundation for blend of para-transit and taxi based Dial-A-Ride Services for an amount that does not exceed $384,000.

BACKGROUND

Request For Proposals Process

The City of Bell issued Request for Proposals (RFP) for Dial-A-Ride Transportation Services for elderly and disabled residents on January 16, 2012. Notices regarding the RFP were mailed to 87 companies and individuals known to be providers of transportation services. Nine companies requested the proposal package, and a total of eight companies attended the mandatory pre-proposal conference on February 21, 2012. The purpose of the pre-proposal conference was to answer questions and make clarifications regarding the Request for Proposals.

The original Request for Proposals included language that allowed both paratransit and taxi companies to bid the program. Taxi companies requested the City to accept their bids with an exception to the service hour pricing and bid the program on a trip basis. The City accepted the bids with this exception. By using this approach, the City was able to receive and evaluate additional proposals and be more inclusive in its search for a provider for transportation services to seniors and the disabled community members. However, this approach did result in additional complexity in comparing the costs of the proposals as the taxi based programs bid on a per trip basis while the para-transit providers bid on a service hour basis.

Review of Proposals

A total of four proposals were received by the City of Bell on March 9, 2012. The providers submitting proposals were: Administrative Services Co-op (Fiesta Taxi), Express Transportation Services, Global Para-transit Inc. and the Oldtimers Foundation. The proposals received by the City can be characterized as two types, the first is a taxi based program and the second is a para-transit model that provides service based on the operation of para-transit bus vehicles.

Taxi based programs provide transportation services through taxi rides that are billed on a per trip basis, calculated by using the initial flat base rate, (known as the flag drop) plus a per mile charge, some also include a percentage administrative fee. Basically the City subsidizes the taxi ride for clients determined to be eligible by the City for the Dial-A-Ride program. Taxis are dispatched based on demand as calls are made to the taxi dispatch center. Under these proposals the City would have to assume the intake role of determining eligibility, issuing ID cards, collecting any fare, and maintaining a data base of the clients. Additionally the City would have to assume the function of preparing any transit based reports that might be required based on information provided by the Taxi Companies. Two firms, Administrative Services Co-op and Express Transportation Services, submitted proposals based on this model.

The two other companies submitting proposals, Global Paratransit, Inc. and Oldtimers Foundation, operate the more traditional model based on the use of para-transit vehicles. In these proposals the companies provide transportation based on ride sharing whereby the clients reserve their ride 24 hours in advance and the company establishes a pick-up schedule that allows several clients to be transported together in the para-transit vehicle. In this model, the companies provide all intake and client management services and prepare any required reports. The cost of these programs are based on a per hour service price for each vehicle used.

The following table details the cost component of the proposals.

FIRM NAME	TOTAL COST	TOTAL SERVICE HOURS	RATE PER SERVICE HOUR
Administrative Service Co-op (Fiesta Taxi)	Proposal Based on City Budget of $384,000 Increases Number of Service Trips	Trip Based	Average Trip: $9.00 Short Trip: $5.00
Express Transportation Services	Not to Exceed $250,000	Trip Based	Total Cost Limited To $250,000
Global Paratransit, Inc. Option 1 Option 2	 $425,575.60 $390,715.60	 9,810 9,810	 $43.38 $39.83
Oldtimers Foundation Option 1 Option 2	 $385,222.41 $335,472.41	 8,838 8,838	 $43.59 $37.96

Note: Option 1, Company supplies vehicles for program. Option 2, City of Bell provides vehicles.

It is important to note that these are proposals for services and not a public works construction contract whereby fixed unit costs, such as a square foot of concrete or asphalt laid, are consistent with established engineering standards which permits direct price comparison. In service proposals there are nuisances and sometimes substantial differences in the manner by which the proposing firms interpret the guidelines and propose to meet those guidelines. These differences occur, in part, because most service proposals attempt to maximize the operating efficiencies and utilize the expertise of the proposed contractor in defining how the service is to be furnished and managed.

As an example, Global Transit and Oldtimers used different approaches in estimating the number of service hours needed to provide coverage for transportation services during the hours and days specified in the Request for Proposal. This makes the cost analysis more complex because mathematically the more service hours listed causes the cost per service hour to decrease. Therefore, the analysis must also take into consideration the total cost of the proposal.

The proposals from the taxi companies do not have to estimate the number of service hours because the charge is based on each trip whereby a vehicle is actually transporting a City of Bell client. The vehicle is not dedicated to the City of Bell and can be free to generate income in other jurisdictions while not serving a City client. Additionally, an unoccupied taxi in the surrounding area can be dispatched at any time to transport a Bell client. This leads to a lower cost for the transportation service and reduces the per cost trip for the City. However, these lower costs result in some trade-offs; for example, customers may be served by different drivers and vehicles each time they are transported. This is important because familiarity and predictability may be very important elements of transportation for a segment of Bell's senior and disabled customer group.

An additional factor to consider is the total number of vehicles that are equipped to serve handicapped customers by meeting Americans with Disabilities (ADA) standards Further, the proposals from the taxi companies do not include the client management intake services of verifying eligibility requirements, issuing ID cards, maintaining client data bases and collecting fares or contributions; the taxi based proposals assume that the City will provide these services.

Interview Process

Being cognizant of these issues and other concerns that pertain to the transportation of seniors and the disabled, staff considered it very important to seek the assistance of experienced knowledgeable professionals to help review the proposals and participate on the interview panel. The City was fortunate to find three individuals currently managing transit programs that were willing to assist in the selection process: the Transit and Transportation Director of the City of Irvine, Ms. Shohreh Dupuis; the Senior and Social Services Manager of the City of Culver City, Mr. Armando Abrego; and the Administrator of the Palos Verdes Peninsula Transit Authority, Mr. Martin Gombert.

All four firms were invited to participate in oral panel interview on March 21, 2012. In addition to the transit professionals, the panel included: Mayor Ali Saleh; Councilwoman Ana Maria Quintana; Interim Chief Administrative Officer, Arne Croce; and Vernon Ficklin, Community Services Consultant.

The panel reviewed the written proposals, listened to the presentations by the companies and asked a series of questions that were answered by the participating companies. Each panel member scored the companies based on the written proposals and the interview process. The factors used in the ratings were Qualifications and Financial Stability, Staff Operations and Resources and Operating Methodology and Practices. .Based on these scores, Oldtimers Foundation was rated first, Administrative Services Co-op second, Global Paratransit Inc. third and Express Transportation Services fourth.

FIRM	SCORE
Oldtimers Foundation	65.7
Administrative Services Co-op	62.1
Global Paratransit Inc.	58.0
Express Transportation Services	52.0

Highest Possible Score = 75

Conclusion of the Panel:

After deliberating on the proposals and the needs of the City of Bell, the panel concluded that no single proposal completely met the City's needs. Therefore, the panel recommended that the City Council reject all bids and negotiate with Old Timers Foundation to incorporate components of the taxi based service with a reduced para-transit based route bus service into its transportation program. The determination was that this mix of transportation services would best meet the needs of the elderly and disabled community members and that Old Timers Foundation was the firm with the capability to do this.

This approach allows the City to take advantage of the lower cost of the taxi based service and still provide the stable, predictable familiarity of the para-transit operation to those elderly and disabled clients who are more comfortable having the same driver and vehicle each time they are transported. This proposed blending of an advanced reservation shared ride para-transit service utilizing small ADA compliant buses with on-demand taxi based service provides additional choices for City of Bell seniors and disabled.

The paratransit company would have the responsibility of subcontracting the taxi based service. Additionally, the administration and client intake services for the seniors and disabled would be the responsibility of the para-transit company thereby avoiding the need for additional City personnel to perform these tasks. Moreover, as the para-transit program will be operated at a reduced level, a vehicle may become available that could be used in operating a fixed route service to serve the general population. Further, based on the information received in the proposals the blended Dial-A-Ride services can be provided at cost that can be supported by the City's allocation of Proposition A funds. These are monies received by the City that are restricted to public transit programs.

Staff Recommendation:

Staff and the panel recommend that the City Council exercise the right to reject all bids and negotiate an agreement that would include both the para-transit and taxi based service with Oldtimers Foundation. Oldtimers Foundation would be required to subcontract with one of taxi companies for the taxi based service. This approach respects the finding of the panel and rewards the bidders for their participation and work.

Alternative Council Actions:

Should the Council not accept the staff recommendation, they may take one of the following actions:

1. Accept in whole or in part one or more of any proposal as deemed appropriate.

2. Cancel the Request for Proposal and direct staff to prepare a new RFP that would include both a traditional para-transit component and a taxi based component or other services as deemed appropriate.

In reviewing the second action of issuing a new RFP, staff consulted with the industry experts that participated in the RFP review process; the consensus from the group was that there is a high probability that this alternative will not result in additional bidders nor provide substantially lower costs. The size of the City of Bell's transportation programs and corresponding limited revenue streams may be limiting the number of potential bidders to those companies and entities that have base in the geographical area and an existing management-operational structure that allows them to gain from expanding their service level without having to create a new structure. Given these circumstances, staff does not recommend a release of a new RFP.

Next Steps:

Concurrently with the implementation of Council Action, Staff will host a second meeting with the surrounding Cities to discuss opportunities for cooperation in transportation services including the possibility of a combined fixed route service for the general public. In the initial meeting and subsequent contacts with staff, the Cities of Maywood, Huntington Park and Bell Gardens have expressed interest in a possible joint effort.

FINANCIAL IMPACT:

The cost of the Dial-A-Ride Transportation Program will be covered by Proposition A sales tax funds that are returned to the cities for transit programs. The Los Angeles County Metropolitan Transportation Authority estimates that City of Bell will receive $534,966 of Proposition A funds in FY 2012-13, of that amount $384,000 will be included in the proposed budget for the Dial-a-Ride service. The FY 2012-13 budget will include allocations of the balance of the funds for the bus pass program, recreation transportation, bus shelter cleaning and staff costs.

REQUEST FOR PROPOSAL

PUBLIC TRANSPORTATION SERVICES

CITY OF BELL

6330 PINE AVENUE

BELL, CALIFORNIA, 90201

OFFICE OF THE CITY CLERK

(323) 588-6211

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

May 16, 2012

NOTIFICATION TO CONTRACTORS

The City of Bell ("City") invites proposals from qualified and experienced transportation firms and companies ("prospective Contractors") to provide a comprehensive Public Transportation Services Program to the Citizens of Bell. The program includes a fixed route bus program for the general public, a paratransit advanced reservation program for qualified senior citizens and disabled residents and a demand responsive Taxi based program also to serve eligible seniors and disabled residents.

The selected contractor shall act as prime contractor and will manage, coordinate, and furnish all personnel, equipment, services and supplies necessary to operate the program. Contractor will be responsible for meeting all the conditions and requirements specified in the Request for Proposal and subsequent agreement whether done by their own resources or resources made available through subcontracting with others for the provision of specified services.

Original Request for Proposals may be obtained from the Office of the City Clerk, City of Bell, 6330 Pine Avenue, Bell California, 90201. **Proposals must be in writing and must be received by the City of Bell, Office of The City Clerk by 2.00 PM on Friday July 20, 2012** via U.S. Mail, Fed Ex, UPS or courier or in person. Proposals received after the above listed date and time will not be considered, regardless of postmark

The Contractor will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations. The City of Bell hereby notifies all prospective Contractors that the City will require each Contractor to demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole with funds provided under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City of Bell reserves the right to accept or reject any or all Proposals, and further reserves the right to waive information, informalities, and/or minor irregularities to the extent permitted by law in any Proposal received where such action best serves the interest of the City and to be the sole judge of the merits of the respective Proposals received.

DATE: May 16, 2012

ATTENTION: PROSPECTIVE CONTRACTORS

SUBJECT: REQUEST FOR PROPOSAL (RFP)

TITLE: PUBLIC TRANSPORTATION SERVICES

Instructions

Proposals must be in writing and must be received by the City of Bell, Office of The City Clerk by 2.00 PM on Friday July 20, 2012 via U.S. Mail, Fed Ex, UPS or courier or in person. Proposals received after the above listed date and time will not be considered, regardless of postmark. Prospective Contractors are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. Contractors responding to this RFP must submit the original and five (5) copies of their proposal in a sealed envelope clearly marked as follows:

PUBLIC TRANSPORTATION SERVICES
City of Bell
Office of the City Clerk
6330 Pine Avenue ,
CA 90201

In addition contractor to provide a PDF formatted document containing the response on a Compact Disc (CD). THE HARD COPY MUST BE THE SAME AS THE ELECTRONIC DOCUMENT ON THE CD.

No oral, electronic, telegraphic, telephonic or facsimile transmittals will be accepted. All proposals must contain an original signature by an authorized officer of the company.

All inquiries and comments concerning this Request for Proposal shall be submitted in writing to:

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

A pre-proposal conference will be held at 11.00 a.m. on Friday June 15, 2012 at the Community Center, 6250 Pine Ave, City of Bell, CA. Attendance at the conference is mandatory. No submittal will be accepted from any Contractor who fails to attend the pre-proposal conference. Only substantive inquiries will receive a response. All substantive questions raised at the pre-proposal conference or submitted in writing as outlined above will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective Contractors. Responses to questions or comments regarding this RFP provided by any other department,

employee, or City of Bell department other than the contact person set forth above shall not be considered valid and the City will not be bound by any such comments or responses. With the exception of inquires received at the pre-proposal conference, inquiries received via telephone or orally in-person will not receive a response.

The Contractor will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City of Bell hereby notifies all prospective Contractors that the City will require each Contractor affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City of Bell reserves the right to reject any or all proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received, to the extent permitted by law and where such action best serves the interest of the City and to be the sole judge of the merits of the respective proposal received.

Issued by:

CITY OF BELL

_____

Rebecca Valdez
City Clerk

ESTIMATED SCHEDULE OF EVENTS

May 16, 2012	REQUEST FOR PROPOSAL (RFP) RELEASE
June 1, 2012	LAST DAY FOR SUBMISSION OF QUESTIONS
June 15, 2012	PRE-PROPOSAL CONFERENCE
July 20, 2012	RFP DUE DATE
July 23-27, 2012	NOTIFY CONTRACTOR OF SHORT-LIST SELECTION
August 9-10, 2012	INTERVIEWS HELD WITH SHORT-LIST OF CONTRACTORS
August 13-17, 2012	FINAL CONTRACTOR SELECTION
August 15, 2012	CITY COUNCIL APPROVAL
August 17, 2012	NOTICE TO PROCEED
September 3, 2012	FIRST DATE OF SERVICE

*Tentative Dates

SECTION 1 - INSTRUCTIONS TO CONTRACTORS

IP. 1 PROPOSAL FORMAT AND SUBMITTAL

1. **Proposals must be in writing and must be received by the City of Bell, Office of the City Clerk by 2:00 p.m. on Friday July 20, 2012** via U.S. Mail, FedEx, UPS or courier or in person. The envelope must be clearly marked "PUBLIC TRANSPORTATION SERVICES". Each Contractor must submit the original and five (5) copies of their Proposal in a sealed envelope and deliver to:

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

2. In addition contractor to provide a PDF formatted document containing the response on Compact Disc (CD). THE HARD COPY MUST BE THE SAME AS THE ELECTRONIC DOCUMENT ON THE CD.

3. No oral, electronic, telegraphic, telephonic or facsimile transmittals will be accepted.

4. All Proposals must contain an original signature by an authorized officer of the Contractor.

5. Proposals received after the above listed date and time will not be considered, regardless of postmark. Proposals will be time stamped when received and will be accepted up to and no later than the time indicated in this RFP. The Contractor assumes the risk of any delay in the delivery of the mail by the U.S. Postal Service or in the handling of the mail by employees of the City. Whether sent by mail or by means of personal delivery, Contractors assume responsibility for having Proposals deposited on time at the place specified. Late proposals will not be accepted for any reason, and will be returned unopened, regardless of postmark.

6. Proposals shall be typed, single-spaced and submitted on 8½"x11" paper. Proposals shall not include any unnecessarily elaborate or promotional material. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and Contractors references have been checked. All Proposals shall be accompanied by a completed and signed letter of transmittal provided as a part of this RFP.

7. Proposals shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the Proposal non-responsive. Unauthorized conditions, limitations, or provisions attached to a Proposal will render the Proposal non-conforming and non-responsive and may cause its rejection. The completed Proposal shall be without interlineations, alterations, or erasures. Any and all alternate proposals must be submitted in writing and included with the original proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

8. All requests for exceptions or deviations as a result of this RFP shall be clearly identifiable by a separate section of the Contractor's submitted proposal for review by the City of Bell. It shall be the right of the City of Bell to accept or reject any portion of the submitted requests.

9. Proposal documents shall be deemed to include by reference each and every one of the following:

   Request for Proposal (RFP) Addenda
   to RFP
   All other required forms

10. As a general guideline Proposals should include but are not limited to the following items:

    A. Description of the Firms Qualifications
       i. Organization
       ii. Credentials
       iii. Past Experience
       iv. Qualifications
       v. List of Comparable services provided for other municipalities
       vi. Financial Information Demonstrating Solvency
    B. Description of Proposed Staff for Project
       i. Project Manager
       ii. Other Key Staff
       iii. Short Personal Resumes
       iv. Proposed Project Organization Chart
    C. Description of Firm's Understanding of the Request for Proposal and Project
       i. Scope of Work
       ii. Legal Requirements
       iii. Service Operation
       iv. Project Tasks
       v. Approaches/Methods to Accomplish Tasks
       vi. Description of the Equipment to be utilized in accomplishing project tasks
       vii. Requested Plans and Schedules
    D. References with Contract Information
    E. Other information deemed relevant by the Bidding Firm
    F. Completed Price Sheet(s)
    G. Required Certifications and Statement of Insurability
    H. Completed Transmittal Letter

IP. 2 EXAMINATION OF RFP DOCUMENTS

By submitting a Proposal, Contractor represents that: (1) Contractor has thoroughly examined and become familiar with the Work required under this RFP, (2) Contractor comprehends all conditions that may impact the Proposal, (3) Contractor has reviewed all addenda, and (3) Contractor is capable of providing the equipment, goods and services necessary to perform the Work and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the Contractor's own risk. A Contractor shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a Contractor to have read all of the conditions, instructions and the Agreement shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a Contractor to withdraw its proposal or to seek additional compensation.

IP.3 ADDENDA

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

IP.4 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 11.00 a.m. on Friday June 15, 2012 at the Community Center, 6250 Pine Ave, City of Bell, CA. Attendance at the conference *is* mandatory. No submittal will be accepted from any Contractor who fails to attend the pre-proposal conference. Only substantive inquiries will receive a response. All substantive questions raised at the pre-proposal conference or submitted in writing as outlined above will be responded to according to the guidelines contained herein.

IP.5 CLARIFICATIONS

Should a Contractor require clarifications of this RFP, the Contractor shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. Said addendum shall be sent to all persons who have requested the RFP.

All questions, clarifications or comments must be submitted to Rebecca Valdez, Office of the City Clerk no later than 4:00pm, June 1, 2012. No questions will be answered individually by the City of Bell.

Requests for clarification, questions and comments must be clearly labeled "Written Questions for **PUBLIC TRANSPORTATION SERVICES.** Questions may be faxed to (323) 771-9473, **ATTENTION**: Rebecca Valdez, City Clerk. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments and questions will be communicated in writing to all recipients of this RFP. Every attempt will be made to provide responses to all Contractors in accordance with the procurement schedule for this RFP. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

Section
Paragraph number
Page number
Text of passage being questioned
Question

IP.6 REFERENCES

All reference information requested in the RFP and specified in the form included in this RFP must be submitted with the Proposal.

Reference information shall also be defined as Contractor's utilized documentation for the operation of contracted services equivalent transportation services. Report examples include, but are not limited to, incident/accident reports, scheduling documents, National Transit Database (NTD) reports, monthly statistical reports that include; ridership by time of day; and drivers" logs and dispatch logs for dates requested for the purpose of documenting on-time performance standards, and vehicle maintenance reports.

IP.7 PROPOSAL SIGNATURES

If an individual prepares the Proposal it shall be signed and the full name and address of the Contractor shall be given.

If a partnership prepares the Proposal, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the Proposal, the name of the corporation shall be provided and signed by two (2) duly authorized officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the proposal. Certified letter is to be included in the proposal accompanied with the Letter of Transmittal.

IP.8 PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by Contractor in:

- Preparing the Proposal in response to this invitation.
- Submitting that Proposal to the City.
- Negotiating with the City any matter related to this Proposal, and/or
- Any other expenses incurred by the Contractor prior to date of award.

IP.9 CITY OF RIGHTS

At its discretion, the City reserves the right to:

1. Reject any and/or all Proposals for no reason or any reason including but not limited to the following:
    a. The Proposal is incomplete, non-responsive, obscure, irregular or lacking necessary detail and specificity.
    b. The Contractor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
    c. The Contractor failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any Proposal that in the opinion of the City is so unbalanced in comparison to other Proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.
3. Accept all or any part of a Proposal.

4. Cancel the entire RFP;
5. Issue subsequent RFPs;
6. Waive any errors or informalities in any Proposal, to the extent permitted by law.

IP.10 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.

IP.11 TAXI CAB OWNERS PERMIT (IF APPLICABLE)

If Contractor is submitting a proposal on the PUBLIC TRANSPORTATION SERVICES and they are currently operating with taxicabs, Contractor must provide a copy of a valid Taxicab Owners Permit from the City to operate taxicabs in the City in accordance with the provisions of Municipal Code prior to operation in City, or if Contractor does not already have an established taxicab service in the City, a copy of a completed application is required to be submitted with the proposal. Owner□s Permit applications are available at the City's Finance Department.

Contractor is responsible for obtaining all additional owner's permits, or approved equivalent, in cities in which the PUBLIC TRANSPORTATION SERVICES extends to prior to the operation in those cities; costs shall be the burden of the Contractor.

IP.12 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.

IP.13 CONFIDENTIALITY AND PUBLIC RECORD

All Contractors are hereby put on notice that each Proposal received shall become the exclusive property of the City and, unless the City's prior written agreement to maintain all or part of a Proposal confidential as a trade secret is first obtained, each Proposal shall be subject to disclosure pursuant to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure of any Proposals or portions thereof absent such agreement; nor shall such agreement preclude the City from disclosing any Proposal or portion thereof where such disclosure is required by law.

IP.14 JOINT OFFERS

Where two or more Contractors desire to submit in response to this RFP, they shall do so on a prime contractor and subcontractor basis rather than as a joint venture. City of Bell intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any

Proposal submitted on behalf of any form of joint venture or partnership between two (2) existing Contractors may be considered collusive and may be rejected as non-responsive.

IP.15 CERTIFICATIONS

Each Proposal shall include all required Certifications, including a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Contractor be awarded a contract pursuant to this RFP.

IP.16 SINGLE PROPOSAL RESPONSE

If only one Proposal is received in response to this RFP, a detailed cost/price Proposal may be requested of the Contractor. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed in order to determine if the price is fair and reasonable. If the City determines a cost analysis is required, Contractor must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs etc.) and documentation supporting all cost elements.

IP.17 PRICE/COST SHEETS

Each Proposal shall itemize the unit and extended price for each line item indicated on the price/cost sheets. The total price/cost shall include all things necessary for completion of all work indicated in the specification/scope of work included herein.

IP.18 PROTEST PROCEDURES

All protests must be filed in accordance with the following requirements:

1. The protest must be in writing and identify the solicitation (RFP) title.
2. The protest must be submitted by some return receipt method or guarantee of delivery that insures that the protest was received in a timely manner. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure or policy violated.
5. A statement of the relief requested.
6. Protests related to the content of the RFP shall be received no later than five (5) days prior to the Proposal due Prodate.
7. Protests on matters related to the recommendation for award or any other item not related to the contents of the RFP shall be submitted within five (5) days of the issuance of the recommendation for award.

If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor.

All protests shall be submitted to the contact person identified in this solicitation.

IP.19 INCORPORATION OF PROPOSAL INTO AGREEMENT

The Contractor's response to the Request for Proposal including all promises, warranties, commitments and representations made in the successful Proposal, shall be binding and incorporated by reference in the City's contract with the Contractor.

IP.20 PROPOSAL EVALUATION CRITERIA

The contract resulting from this RFP will be awarded to that responsible Contractor whose offer, conforming to the requirements of the RFP, is determined to be most advantageous to the City of Bell. The proposal shall contain a complete response to each of the areas identified below, in the order shown. Contractors should review the requirements listed under each area, in providing their responses. Contractor shall avoid the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. The following criteria shall be used for the PUBLIC TRANSPORTATION SERVICES submitted proposals. An appointed selection panel will review and rate all responsive Proposals, based on the following criteria:

Qualifications of Contractor and Financial Stability:
Maximum of twenty-five percent (25%)

i) Knowledge of the service area associated with the scope of work and demonstrated ability to service the City through a calculated work plan.
   a. Service Planning.
   b. Contractor's current operating capacity and how the City of Bell could Potentially affect its operation.

ii) Relevant experience and references with contracts possessing the same capacity and ability to perform the required services as it relates to a Transportation Services Program or equivalent.

iii) Description of the performance standards the Contractor has established for its contract operations.

iv) Ability to comply with all requirements within RFP.

v) Demonstration of adequate financial resources.
   a. Free of liens and encumbrances that could potentially affect a contract with City of Bell.

Qualifications of Staff, Operations, Facility, and Resources:
Maximum of twenty-five percent (25%)

i) Organizational structure in terms of its effective use of personnel and time commitment of Project Management.

ii) Quality of proposed administration and reporting competencies.
   a. Incident/Accident Reporting.
   b. Customer Complaint Resolution.

iii) Thoroughness of Contractor operating policies and procedures. Quality of proposed operating facilities including dispatch systems and communication equipment, maintenance facility and condition of equipment.
   a. Operations Record Keeping.
   b. Maintenance Record Keeping.

iv) Description of Management personnel, their background/experience, assigned tasks to contract, and responsibility.

v) Number of personnel supporting contract and list of certifications/qualifications held by specific job classifications and any existing labor contract provisions that may restrict contractor performance and/or contractor compliance.
   a. Certification Training.

Operating Methodology and Practices:
Maximum of twenty-five percent (25%)

i) Operating Methodology as it relates to "industry best practices" and the comparison to the Contractor's methods to other similar competitors.
   a. Fare collection process.
   b. Passenger pickup/destination logs.

ii) Demonstration of Contractor's comprehension of the RFP through practices of training programs, drug and alcohol programs, anti-harassment training, performance measures, internal quality assurance oversight controls, preventative and maintenance programs, FTA and NTD reporting, etc.
   a. Personnel development.
   b. Ongoing Operator/Driver Training.
   c. New Hire Training
   d. Maintenance Training.
   e. Supervisor Training.
   f. Sensitivity Training.

iii) Description of how the Contractor has addressed "Cure Notices" or other written notices regarding poor/unsatisfactory performance in the past three (3) years.
   a. Accomplishments and shortcomings.

iv) Description of how the Contractor would facilitate and manage the transition from the current provider to the new provider of services.
   a. Historical experience.
   b. Accomplishments and shortcomings.

v) Description of Contractor's response to preventive maintenance program, road-calls, vehicle repairs, technological equipment as it relates to maintenance, dispatch, etc.
   a. Reporting.
   b. Cost effective solution to manage parts Level.
   c. Vehicle cleanliness.

vi) Proposal shall include a Work Plan which would delineate the approach Contractor would utilize to complete the work. The plan shall demonstrate the Contractor's understanding of the scope of services. Contractors should refine and/or expand each Scope of Work in the RFP to reflect the particular plan they would use to perform the work. Contractors shall address any problems that they envision to be associated with the work, citing specific suggestions for avoiding these problems. The work plans should also include how the TRANSPORTATION SERVICES Service would be conducted from the initial customer telephone request to invoicing the City.

Cost Effectiveness:
Maximum of twenty-five percent (25%)

The standard proposal form requires firm costs per service hour including maintenance, fuel, personnel and all other costs. The proposed costs, as provided in the proposal form, will be evaluated as the Contractor's most favorable terms and conditions. In the proposal, the Contractor must provide a summary of justification on how the costs were achieved and must provide a contingency plan as it relates to foreseeable increases in the following, but not limited to: fuel, labor costs, insurance, etc.

IP.21 AWARD OF CONTRACT

The contract resulting from this RFP will be awarded to the most responsive and responsible Contractor whose proposal, conforming to the requirements of the RFP, is determined to be the most advantageous to the City, based on the Evaluation Criteria.

The City reserves the right to:

(a) Accept all or any part of a proposal;
(b) Reject any or all proposals for any reason;
(c) Waive any informality or minor errors to the extent permitted by law;
(d) Award the Agreement as the interest of the City may require;
(e) Cancel the entire RFP; or
(f) Issue subsequent RFPs.

An Evaluation Committee comprised of City of Bell staff and/or other Municipality staff members in accordance with the Proposal Evaluation Criteria set forth in Evaluation Criteria section of this RFP, will evaluate all the proposals. During the evaluation period, the City may interview some or all the proposing firms. Contractors should be aware; however, that award may be made without interviews or further discussions.

The City may negotiate contract terms with the selected Contractor prior to award, and expressly reserves the right to negotiate a contract offering the most favorable terms to the City. However, negotiations may or may not be conducted with Contractor therefore, the proposal(s) submitted should contain the most favorable terms and conditions, since the selection and award may be made without further discussion with any Contractor.

No agreement shall exist until the City Council or Chief Administrative Officer has awarded the Agreement and it has been mutually executed. The City reserves the right to reject any and all Proposals for any reason, to waive any informality or minor errors as determined by the City in any Proposal and to award the Agreement as the best interests of the City may require. The award, if any, will be made by the City within one hundred-twenty (120) calendar days after the opening of the Proposals.

IP.22 PREFERENCE FOR HIRING LOCAL RESIDENTS

Should the selected contractor require the hire of new employees as a result of the Dial-A-Ride Services contract with the City, contractor agrees to conduct outreach in the city and give preference for qualified applicants residing in the City of Bell. Contractor shall provide evidence of job recruitment efforts.

SECTION 2 - GENERAL TERMS AND CONDITIONS

GC.1 DEFINITIONS

Agreement: The Contract to be negotiated and entered into by the City and the Contractor for the Work described in this RFP

Change: Additions, deletions or other revisions to the Work within the general scope of the contract authorized by the City, through issuance of a change order describing such changes.

City: The City of Bell, a municipal corporation

Contract: The written agreement executed by the City and the Contractor which sets forth the rights and obligations of the Parties in connection with the Work, and which includes the Contract Documents.

Contractor/Vendor/Contactor: Any manufacturer, company or agency providing services, equipment, software, or supplies for this RFP.

Days: Calendar days unless specifically noted

Defect: Patent or latent malfunction of failure in manufacture or design of any component or subsystem that causes a product to cease operating or causes it to operate in a degraded mode.

FTA: Federal Transit Administration

NTD: National Transit Database

Notice to Proceed: Document issued from the City to the Contractor specifying the date on which the work under the Contract is to be initiated.

RFP: Request for Proposal

Specifications: Part of the contract documents that adequately and completely describes the locations, dimensions, character, properties, requirements and details of the Work to be done by the contractor.

Special Provisions: Contract Document containing requirements that modify or supplement the General Conditions.

Work: Any and all of the labor, material, services, supervision, tools, machinery, equipment, supplies, facilities and support used by the Contractor to generate the results specified, indicated or implied in the requirements described in the contract Statement of Work and/or Specifications.

GC.2 PRIME CONTRACTOR

Contractor to act as prime contractor and manage coordinate, and furnish all personnel, equipment, services and supplies necessary to operate the complete transportation program consisting of the fixed route bus service, the advanced reservation paratransit Dial-A-Ride service and the taxi based demand responsive service.

Contractor will be responsible for meeting all the conditions and requirements specified in all sections of the Request for Proposal and subsequent agreement whether done by their own resources or resources made available through subcontracting with others for the provision of specified services.

GC.3 ASSIGNMENT AND SUBCONTRACTORS

Each bidder acknowledges it is aware and familiar with the requirements related to subletting and subcontracting set forth in Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code of the State of California. These requirements include a provision that the Contractor shall perform, with its own organization, contract work amounting to at least 50 percent of the contract price.

Each bidder in submitting his bid for the doing of the work or improvement shall in his bid or offer, in accordance with the provisions of Section 4104 of the Public Contract Code of the State of California, set forth the following:

1. Name and address of the place of business of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or the improvement in an amount in excess of one-half (1/2) of one percent (1%) of the general contractor's total bid or $10,000, whichever is greater.

2. The specific work and dollar amount of work that will be done by each subcontractor.

3. If no portion of the work is to be subcontracted as provided in item 1, insert the word "none" in the space provided and sign below.

NAME	ADDRESS	SPECIFIC WORK	DOLLAR AMOUNT
			$
			$
			$
			$
			$

Contractor's Signature

GC.4 SAMPLE AGREEMENT

A form approved by the City Attorney must be executed between the City and the successful Contractor prior to commencement of any work.

GC.5 NOTICE OF LABOR DISPUTE

Whenever Contractor has knowledge that any actual or potential labor dispute may delay the award of this RFP, Contractor shall immediately notify and submit all relevant information to the City of Bell. Contractor shall insert the substance of this entire clause in any subcontract hereunder.

GC.6 DISPUTES

The Agreement shall be constructed and all disputes hereunder shall be settled in accordance with the laws of the State of California. Pending final resolution of a dispute hereunder, Contractor shall proceed diligently with the performance of this agreement.

Disputes arising in the performance of the Agreement to be awarded which are not resolved by agreement of the parties shall be decided in writing by the City Council or its designated representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the successful Contractor mails or otherwise furnishes a written appeal to the City of Bell Chief Administrative Officer. In connection with any such appeal, the successful Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Council or its designated representative shall be binding upon the successful Contractor and the successful Contractor shall abide by the decision.

Performance During Dispute

Unless otherwise directed by the Chief Administrative Officer, successful Contractor shall continue performance under the Agreement while matters in dispute are being resolved.

Claims for Damages

Should either party to the Agreement to be awarded suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the successful Contractor arising out of or relating to the Agreement or any breach thereof, will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction. The parties shall further agree that the proper venue for any court action shall be in the Superior Court of Los Angeles County for state court actions and the United States District Court for the Central District of California sitting in Los Angeles.

Rights and Remedies
The duties and obligations imposed by the Agreement and the rights and remedies available thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or successful Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC.7 ASSUMPTION OF RISK OF LOSS

Unless otherwise provided, Contractor shall have title to and bear the risk of loss of or damage to the items purchased hereunder until they are delivered in conformity as outlined in the RFP at the F.O.B. point specified herein, and upon such delivery Contractor's responsibility for loss or damage shall cease, except for loss or damage resulting from Contractor's negligence.

GC.8 WAIVER OF TERMS AND CONDITIONS

The failure of the City or the successful Contractor to enforce one or more of the terms or conditions of the Agreement or to exercise any of its rights or privileges, or the waiver by the City of Bell any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

GC.9 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.

GC.10 INTEREST OF MEMBERS OF THE CITY

The successful Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the City or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The successful Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by successful Contractor.

GC.11 TERM OF CONTRACT

The term of this contract will be for three (3) years, with the City having the sole option to to renew the contract with the contractor for one-year extensions for an additional two.

GC.12 TERMINATION FOR DEFAULT

Upon failure of the successful Contractor to make satisfactory progress or adequately correct deficiencies to abide by the terms of the Agreement, or to obtain, furnish or keep in force any required permit, license, bond or insurance, the City shall have the right to terminate the Agreement for default. Written notice of termination shall be mailed to the successful Contractor at its address. Notice shall be effective when mailed. Upon receipt of notice, the successful Contractor shall immediately stop work and relinquish all project files to the City. The City may thereafter pursue the work or hire another project manager to do so and charge the successful Contractor liquidated damages.

GC.13 LIQUIDATED DAMAGES

It shall be agreed by the parties to the Agreement that time is of the essence, and in the event of delay in starting the work or the delivery of the equipment, goods, services, and personnel required for project implementation and training or equipment beyond the date set forth in the Agreement, damage will be sustained by the City and that it is or will be impracticable to determine the actual amount of the damage caused by reason of such delay. It is therefore agreed that the successful Contractor will pay to the City the sum of five hundred dollars ($500) for each working days delay in starting the work, as set forth in the Agreement beyond any timeline or due date, or authorized extension.

These damages shall be deducted from any monies due, or which may thereafter become due, to the successful Contractor under the Agreement or may be recovered by the City through any lawful means.

The successful Contractor will be granted an extension of time and will not be assessed liquidated damages for any portion of the delay in performance which would be excused pursuant to the force majeure provisions of the Agreement, provided that the successful Contractor shall notify the City's representative in writing of the causes of delay within three (3) business days from the beginning of any such delay.

The successful Contractor shall bear the burden of proof to establish that any delay is subject to the force majeure provisions of the Agreement.

GC.14 CANCELLATION OF AGREEMENT

In any of the following cases, the City shall have the right to cancel the Agreement without expense to the City: (1) the successful Contractor is guilty of misrepresentation; (2) the Agreement is obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) the Agreement conflicts with any statutory or constitutional provision of the State of California or the United States. This section shall not be construed to limit the City's right to terminate the contract for convenience or default, as provided herein.

GC.15 FORCE MAJEURE

The successful Contractor shall not be liable for any failure to perform if acceptable evidence has been submitted to the City that failure to perform the Agreement was due to causes beyond the control and without the fault or negligence of the successful Contractor. Examples of such causes include acts of God, civil disturbances, fire, war, or floods, but does not include labor related incidents such as strikes or work stoppages or unavailability of any product to be supplied to the City.

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.

GC.16 INSPECTION AND ACCEPTANCE

All items and/or invoicing are subject to final inspection and acceptance by the City of Bell, at destination. Final inspection will be made within a reasonable time after receipt of items hereunder. The City reserves the right to withhold final payment until the final inspection and acceptance of all work.

GC.17 EXCESS REPROCUREMENT LIABILITY

Contractor shall be liable to the City of Bell, for all expenses incurred by the City in reprocuring elsewhere the same or similar items or services offered by the Contractor hereunder, should Contractor fail to perform or be disqualified for failure to meet terms and conditions set forth herein. Such reprocurement expense obligation by Contractor shall be limited to the excess over the price specified herein for such items or services.

GC.18 DELIVERY

If applicable, the services and/or product described herein are/is to be delivered to the City of Bell , Office of the City Clerk, 6330 Pine Avenue, Bell, CA 90201.

GC.19 METHOD OF PAYMENT

City will pay successful Contractor in accordance with the following terms and procedures: Successful Contractor shall submit written invoices to City by the 15thof each month clearly detailing the services furnished by successful Contractor during the preceding month and for all other supplies and services provided by successful Contractor. City shall pay all undisputed portions of the invoice within fortyfive (45) calendar days after receipt of the invoice in accordance with its standard warrant procedures. Clear reference must be made to the purchase order (P.O.) number, the time period that the work was performed, itemization of the work and/or reference to the payment schedule and identification of the contractor's taxpayer identification number.

GC.20 ANNUAL COST ADJUSTMENT

Cost Adjustments for the second and subsequent years will be made to the Contractors annual prices using the annual indexes of the "Consumer Price Index for All Urban Consumers, Los Angeles Area-all items as published by the U.S. Department of Labor, Bureau of Labor Statistics. This adjustment will be made in first month of each new contract year.

GC.21 NON-RESTRICTIVE CLAUSES

If applicable, wherever brand, manufacturer or product names are indicated in these specifications, they are included for the purpose of establishing identification and a

general description. Wherever such names appear, the term "or approved equal" is deemed to follow. The decision whether a proposed unit is an approved equal will be made by the City. Specifying a brand name in the specification shall not relieve the successful Contractor, or any subcontractor or supplier, of the responsibility to design and produce a unit which fully meets the performance specifications, the warranty and any other contractual requirements.

GC.22 INSURANCE

Successful Contractor shall at all times during the term of this Agreement for PUBLIC TRANSPORTATION SERVICES, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent Best's Kay Insurance Rating Guide, and approved by the City of Bell:

(1) A policy or policies of broad-form commercial general liability insurance with minimum limits of $1,000,000 (one million dollars) combined single limit coverage and an annual aggregate limit of $ 5,000,000 against any injury, death, loss or damage as a result of wrongful or negligent acts by successful Contractor, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

(2) Automobile liability insurance, with minimum combined single limits coverage of $5,000,000 (one million dollars);

(3) Workers compensation insurance with a minimum limit of $1,000,000 (one million dollars) or the amount required by law, whichever is greater on a form approved by the City Attorney.

City of Bell and,its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy (ies) as to commercial general liability bodily injury and property damage coverages and automobile coverages with respect to liabilities arising out of successful Contractor's work under this Agreement. Each insurance policy required by this Section GC.20 shall be endorsed as follows: (1) the insurer waives the right of subrogation against the City and its officers, employees, agents and representatives; (2) the policies and primary and non-contributing with any insurance that may be carried by the City; and (3) the policies may not be canceled or materially changed except after thirty (30) days prior to written notice to the City of Bell.

All insurance coverage shall be confirmed by execution of endorsements on forms provided by the City of Bell. Successful Contractor is required to file the completed policy endorsements with the City of Bell and on or before the Effective Date of this Agreement, and to thereafter maintain current endorsements on file with City of Bell. The completed endorsements are subject to approval of the City of Bell. If for any reason it shall not be possible to obtain endorsements on the City of Bell forms, the underlying insurance policies are nonetheless required to include the terms and conditions set forth on City of Bell forms unless otherwise agreed by the Chief Administrative Officer.

GC.23 CERTIFICATE OF NON-COLLUSION

Contractor's must represent and warrant that all submittals for this work are genuine and not sham or collusive or made in the interest of or on behalf of any person not therein named, and that the Contractor has not, directly or indirectly, induced or solicited any other Contractor to put in a sham Proposal or any other person, firm or corporation to refrain from proposing, and that the Contractor has not in any manner sought by collusion to secure to the Contractor or another Contractor an advantage over any other Contractor.

GC.24 PATENT AND COPYRIGHT INFRINGEMENT

In lieu of any other warranty by the City or the successful Contractor against patent or copyright infringement, statutory or otherwise, it is agreed that the successful Contractor shall defend at its own expense any claim or suit against the City on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes on any present existing United States letter patent or copyright and the successful Contractor shall pay all costs and damages finally awarded in any such suit or claim, provided that the successful Contractor is promptly notified in writing of the suit or claim and given authority, information and assistance at the Contractor expense of same.

However, the successful Contractor will not indemnify the City if the suit results from: (1) City's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing United States letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by the Contractor when such use in combination infringes upon an existing United States letters patent or copyright.

The successful Contractor shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. The successful Contractor shall not be obligated to indemnify the City under any settlement made without the Contractor's consent or in the event the City fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at the Contractor's expense. If the use or sale of said item is enjoined as a result of such suit or claim, the Contractor, at no expense to the city, shall obtain for the City the right to use and sell said item, or shall substitute an equivalent item acceptable to the City and extend this patent and copyright indemnity thereto.

GC.25 CONFLICTS 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.

GC. 26 WARRANTIES

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 Bell 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.

GC.27 ORDER OF PRECEDENCE

In the event of any conflict, the order of precedence of the contract documents are as follows:

The Agreement and any written amendment thereto
General Conditions
Scope of Work/Specifications

A modification to this Agreement shall take its precedence from only those specific terms it amends. All other terms and conditions shall remain unchanged.

GC.28 CALIFORNIA AIR RESOURCES BOARD

Contractor must comply with all federal, state, and local air pollution control laws and regulations applicable to the Contractor.

SECTION 3 – SPECIFIC CONTRACTOR REQUIREMENTS

The Contractor shall provide a plan in the proposal that describes in detail the performance and function of all personnel. An essential component of this plan should be a list of positions necessary to support the provision of the service. The Contractor shall also provide a plan in the proposal that describes all supervisory tasks and requirements necessary for the project including: schedule adherence checks, complaint investigation and response, report writing, and training. In addition, the plan should include a list of all positions necessary to meet those requirements.

CR.1 Qualification of Contractor.

Contractor must meet the minimum qualifications set forth to be considered eligible to provide the proposed service.

Contractor must:

1.1 Be a transportation or organization experienced in the provision of transportation services for a minimum of five (5) years.

1.2 Be financially sound. Contractor to submit a detailed company portfolio including the company's financial viability within the past three (3) years, credit references, on-going projects and all pending litigations which the company may be directly or indirectly involved.

1.3 Commit enough vehicles to Public Transportation Program to be able to handle the highs and lows of the demand..

1.4. If work force are independent contractors, Contractor shall clearly indicate this in the proposal.

1.5 An organizational chart must be submitted.

1.6 A minimum of three (3) references of prior and/or current clients for whom the Contractor has provided similar services. References should include the name of the client agency, description of services provided, contract amount, period of performance, client contact name, telephone number, physical and e-mail address.

1.7 Abide by the guidelines set forth by Federal Transit Administration (FTA) Title 49, Part 37, Transportation Services for Individuals with Disabilities (ADA).

CR.2 Staffing Requirements.

Contractor shall provide all necessary management and administrative personnel whose expertise, experience and responsiveness shall ensure efficient operation of the fixed route bus service and the paratransit Dial-A-Ride Service and demand response Dial-A-Ride Taxi transportation services described herein. The Contractor shall furnish all facilities, equipment, supplies and services required in the operation unless otherwise specifically identified in the RFP. Service shall be managed by the Contractor in accordance with City policies and procedures and within the parameters established by the City. The transportation program is financed by the funds received from the City's Proposition A and C Local Return funds; and other subsidies. Therefore, Contractor shall agree to comply with any conditions required by the City of Bell or the Los Angeles County Metropolitan Transportation Authority (LACMTA).

2.1 Personnel. The Contractor must notify in writing to the City when new hires or reassignments of project personnel. In addition, City shall be notified regarding any changes in the proposed personnel duties or hours that deviate from the original proposal. Personnel changes include the following positions or equivalent: Project Manager, Data Managers or Analyst(s).

2.2 Drivers. All drivers shall hold California Drivers License of the Class required to drive transit vehicles and transport passengers and meet all applicable local, state and federal requirements.

2.2.1 DAR service – Contractor shall describe in the proposal methods of qualifying drivers for a DAR type of service.

2.2.2 Be alert, clean, careful, courteous, sober, drug free and competent in their driving skills.

2.3 Driver Attire. Drivers will wear a uniform that is clearly distinguishable by the users. The City will not provide uniforms for the DAR drivers. The burden of uniform purchase is the sole responsibility of the Contractor. The uniform choice will be coordinated and approved the City of Bell. Proposal may include a photograph of the typical driver uniform.

2.4 Data Analyst (or equivalent). A Data Analyst employed by the Contractor (or equivalent) is required for this project. The Contractor shall ensure that a person proficient in the use of data and preparation of forms, and/or reports at the highest level of accuracy and reliability is available for this project. The Data Analyst (or equivalent) should have previous experience preparing National Transit Database (NTD) reports.

CR.3 Operations Management.

Management of the day-to-day operations of the transportation services shall be vested in the Contractor. At all times during hours of operation, there shall be sufficient knowledgeable personnel to cover operational and management aspects of the program, including drivers, office personnel, dispatchers and management staff.

A dedicated Project Manager, who will oversee the proper operation of the Public Transportation Services, shall be identified and his/her resume included in the proposal. At a minimum, the Project Manager shall be a responsible, caring individual with empathy for the disabled and senior citizens who utilize the services. This person must be aggressive in their approach to problem solving, self-motivated, and a proven manager in transit or Dial-A-Ride operations. The Project Manager must be competent in all areas of service provision. The designated individual must be available by telephone during all operating hours to make decisions, supervise staff and provide coordination as necessary. The Project Manager shall be required to attend regular meetings with City staff to determine contract compliance, adherence to performance standards, to troubleshoot problem areas, and to discuss operations, marketing and promotional activities. The City reserves the right to remove the Project Manager, at its discretion, and require that the Contractor replace said individual with another Project Manager who is acceptable to the City. Should Contractor have a need to replace the Project Manager, Contractor shall identify the proposed Project Manager and provide a detailed resume at least thirty (30) days in advance of the replacement date.

CR.5 Administration of Services.

5.1 Adjustment to Service. It is probable that the Public Transportation Services will be adjusted at some future time by the City. Adjustments may include, but are not limited to, expanding or decreasing service hours or days of service, or increasing or decreasing service areas, adjusting fares, or changing reservation requirements. Contractor is required to make changes as requested within thirty (30) calendar days of the receipt of notice. If Contractor cannot or elects not to make the changes requested, or costs cannot be agreed on, the City shall have the option of terminating the contract.

5.2 Record Keeping and Reporting. As a part of the management and administration of the Public Transportation Services, the Contractor shall be required to maintain all project records for good business practices or as required by the City, the Los Angeles County Metropolitan Transportation Authority (LACMTA) and State and Federal laws and regulations. The Contractor will maintain all required monthly operating data and prepare all reports needed to meet the NTD reporting requirements

All reporting documents shall be produced accurately and in a timely manner as indicated herein on a monthly basis as required by the City, and at the frequency established by the City. These reports shall be submitted in a form compatible with the existing format. The Contractor shall submit additional written reports as requested by the City for specific purposes. Reports shall include, but are

not limited to: monthly statistical reports that include; ridership by time of day; and drivers" logs and dispatch logs for dates requested for the purpose of documenting on-time performance standards.

5.3 Incident Reports. All drivers shall be required to complete "Incident Reports" arising out of any unusual occurrences during service. Such reports must be submitted to City of Bell review within forty-eight (48) hours and shall be submitted after incidents such as, but not limited to: disputes with passengers, passenger complaints, passenger injury, illness or misconduct, or situations that do not follow established policies.

5.4 Accident Reports. All patron and vehicle accidents shall be reported to City of Bell by telephone immediately during normal business hours and not later than 8:00 a.m. the following day (regardless of the amount of damage or lack thereof) and a police report must be immediately obtained from law enforcement agency that responded to accident. The Contractor must submit written Accident Reports to the City within twenty-four (24) hours of any accident.

5.5 Inspection of Operational Records. The City reserves the right to audit all of the Contractor's operational records related to the Public Transportations Services.

5.6 Management Reports. The Contractor shall furnish a report with each month's billing giving standard boarding, trip information in terms of miles and hours, and meter cost and other statistics. The number of trips shall be reported separately from the number of riders transported. The Contractor shall furnish additional reports at the City's request.

5.7 Monitoring Customer Satisfaction. Contractor shall design and apply a Customer Survey instrument that will collect information and measure the degree of customer satisfaction with the services being provided. Contractor is encouraged to use internet or web based instruments to facilitate customer feed-back. Contractor shall submit a plan and methodology for collecting customer feed-back and measuring satisfaction to the City of Bell for its approval. Results of the survey shall be reported to the City quarterly by an independent firm retained by the contractor for the purpose of tabulating and reporting the results of the customer service survey.

5.8 Criticism and Initiative. The Contractor will work closely with the City to make the service as responsive, cost effective, and complaint-free as possible. Because of the Contractor's expertise, the City will expect the Contractor to observe the Dial-A-Ride Program with a critical eye and suggest changes that will improve any and all aspects of the service, including city administrative practices.

5.9 Complaints. The contractor shall institute a procedure for receiving, logging and resolving customer and citizen complaints by collecting pertinent information and deriving a resolution. City reserves the right to exclude any ofContractor's employees or drivers from participating in the Dial-A-Ride Program due to

findings relating to a complaint or service issue. Complaints and their resolution shall be reported to the City of Bell within 10 days of their receipt.

CR.6 Personnel Practices.

6.1 Fair Employment Practices. The Contractor must not discriminate in its recruitment, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, gender, age or physical disability in the performance of any Agreement with the City, and shall comply with the provisions of the State Fair Employment Practices Act, the Federal Rights Act of 1964 and all amendments thereto, and the Americans with Disabilities Act of 1990. Proposal shall include a brief statement of intent to comply with the aforementioned laws.

6.2 Firm □s Employee Standards .Proposal shall include a brief description of the Contractor's hiring and disciplinary practices, including a description of employee training, counseling, and disciplinary procedures. Give a brief description of the contents of the firm's employee manual and state the ways in which this document applies to the Public Transportation Services Program.

6.3 Personnel Policies and Procedures. Proposal shall include a description of the Contractor's personnel policies and procedures regarding, at a minimum: reimbursement for sick leave; holiday and vacation pay; wage scales; overtime policy; and family leave. Contractor's personnel policies shall be in conformance with all applicable State and Federal laws.

6.4 Established Accident/Emergency Procedures. Proposal shall include a description of the procedures the Contractor has established to address the needs of passengers (particularly the frail, senior citizen and disabled) in emergency situations (*i.e., vehicle accident, patron injury or on-board illness, earthquake, fire or related physical episodes*) and a statement of how these procedures are conveyed to the drivers. Also included shall be a copy of formalized written instructions the firm has established outlining the duties of a driver following an accident.

6.5 Safety and Training. Proposal shall include a description of a comprehensive safety plan that the Contractor has adopted and that demonstrates the Contractor's commitment to safe transportation. The training plan must have a minimum of sixty(60) hours of new-hire orientation and driver training in the following areas: vehicle handling and safety; defensive driving techniques; emergency first aid; cardiopulmonary resuscitation; passenger assistance and handling; empathy/sensitivity training, mobility device securement, and customer service training. Drivers must receive this training before assignment to a vehicle or within sixty (60) days of hire. The City also requires ongoing training for office personnel and the Project Manager. This training shall consist of more

than just attendance at regularly scheduled safety meetings and corporate management meetings. The Contractor shall provide a written policy statement in its employee handbook or manual that stresses the important of employee customer service and interaction with patrons (i.e., answering telephone calls promptly, conveying a friendly attitude, and providing a quick response to requests for service or information).

The City's goal is to not receive any citizen complaints in any given month. Contractor shall provide the name of a person trained and designated as the safety and training coordinator who shall report to the City as requested on safety and training issues and accident statistics as requested.

6.6 California Department of Motor Vehicles (DMV) " Pull Notice" Practices . Proposal shall include a description of how employees and prospective employees are screened with respect to holding a valid driver's license for the type of vehicle to be driven; how often DMV checks are made on existing employees with respect to driving infractions, outdated licenses, failure to appear, etc. State the firm's standards regarding drivers□ records, and what steps are taken with those who do not meet those standards.

6.7 Physical Examinations Practices. Proposal shall include a description of any general pre-employment physical examination required by the Contractor.

6.8 Drug and Alcohol Compliance. Proposal shall include a description of its drug and alcohol testing program.

6.8.1 The Contractor shall comply with the City's mandatory controlled substance and alcohol testing certification program for taxicab drivers adopted in accordance with the provisions of California Government Code Section 53075.5 (b)(3)(A). Additionally, the City, as a grantee of the United States Department of Transportation (USDOT) requires compliance with Federal Transit Administration (FTA) drug and alcohol testing rules, including, without limitation, Title 49 of the Code of Federal Regulations (CFR), Part 655 (Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations) and Part 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs) and Contractor shall comply with the FTA"s drug and alcohol testing rules.

6.8.2 As used in this section, "safety-sensitive" functions are defined as follows:

a. Operating a revenue service vehicle, even when not in revenue service;

b. Operating a non-revenue service vehicle, when it is required to be operated by a Commercial Driver's License (CDL) holder;

c. Controlling dispatch or movement of a revenue service vehicle;

d. Maintaining (including repairs, overhaul, and rebuilding) a revenue service vehicle or equipment used in revenue service;

e. Carrying a firearm for security purposes.

Note: Any supervisor who performs, or may be required to perform any of the functions listed above is also considered a safety-sensitive employee.

Contractor has the responsibility to review and analyze all job functions within the company to determine which job classifications are considered "safety-sensitive".

Contractor must certify that it has or will establish and implement a drug and alcohol testing program in accordance with the requirements of 49 CFR Part 40 and Part 655.

City must certify annual compliance to FTA and shall provide assistance to Contractor in completing annual Management Information Systems (MIS) reports, therefore, the Contractor shall comply with the following:

6.8.3 Contractor shall provide annual statistical reports, using the applicable forms required by the FTA, (*for the year ending in December*) to the City, by February 15 of each year. These reports include training records and statistics for all of the following required types of tests:

a. Pre-employment

b. Random

c. Post – Accident

d. Follow-up

e. Return to Duty

6.8.4 On Pre-Employment tests, Contractor shall provide the City with a complete list of covered employees with negative pre-employment test results, completed USDOT Federal Custody and Control Form (CCF) and completed USDOT Breath Alcohol Testing form. Results of testing shall be made available to the City upon request.

6.8.5 Contractor shall retain the following records for a five (5) year period:

a. Verified Positive Drug screen results

b. Alcohol Test Records of 0.02 or greater

c. Documentation of Refusal to take a required drug or alcohol test

d. Documentation of employee disputes

e. Evidential Breath Device calibration documentation

f. Employee evaluation and referrals

g. Annual MIS reports

6.8.6 Contractor shall retain the following records for a period of three (3) years:

a. Information obtained through previous employer record checks

6.8.7 Contractor shall retain the following records for a period of two (2) years:

a. Records related to the collection process (excluding EBT Calibration)

b. Education and Training Records

6.8.8 Contractor shall retain the following records for a period of one (1) year:

a. Alcohol test results of less than 0.02

b. Records of negative drug test results

CR.7 Technical Equipment.

7.1 Computer Assisted Dispatch / Routing System. The Contractor shall provide the hardware, software, telephone line, accompanying equipment and necessary training to create and fully implement a computer-assisted dispatch / routing system. The proposal should fully describe the Dispatch system that will be used.

7.2 Telephone Equipment. A telephone system is required to have multiple telephones capable of handling the number of expected calls. Contractor shall answer calls within thirty (30) seconds, and hold times shall not exceed two (2) minutes.

7.3 Telephone Lines. Contractor shall provide at least one (1) dedicated toll-free telephone number for the Dial-A-Ride Program reservations. If requested at the time contract expires, Contractor shall relinquish ownership of all toll-free telephone numbers to the City of Bell and Contractor shall take the burden of any applicable charges in the transferring of ownership of toll-free number.

7.4 Dispatch Office Hours. For the Dial-A-Ride Program, Contractor dispatching office shall be available to take reservations Monday through Friday from 6:30 a.m. to 7:30 p.m. and on Saturday and Sunday from 8:30 a.m. to 6:00 p.m. As the Dispatcher is an invaluable component of a successful program, the Dispatcher shall have demonstrated experience in dispatching and putting together shared rides, in a timely manner with bilingual Spanish English abilities.

7.5 Radio Equipment. The Contractor shall be responsible for equipping two-way radios or other advanced communication devices connecting each vehicle used in the fixed route bus service and the paratransit Dial-A-Ride service with the

service to dispatch facilities. The Proposal shall indicate the type, model and style of the radio system utilized, and document that its radio communication service system will allow communication in all areas of service area, satellite points and contain a back-up system.

7.6 Electronic Swipe Card Readers.
Contractor to install in all vehicles used in the Bus Service and Paratransit an electronic swipe card reader capable of interfacing with a GPS, an electronic billing system and a computer data management system.

7.7 Other Equipment. Each vehicle shall be equipped with a fire extinguisher, taxi meter (optional) with a current approval and inspection by the Department of Weights and Measures, a device for alerting authorities in case of hijacking or robbery, and a digital terminal for receiving rider information.

CR. 8 Gratuities.

Under no circumstance shall the driver or contracted personnel for the Public Transportation program accept gratuities and/or tips from the patron or public when operating under contract with the City of Bell.

CR.9 Facilities.

Contractor shall provide the address(es) of the proposed facility(ies) for the fixed route Bus program, the paratransit Dial-A-Ride program and the demand responsive Taxi based transportation program. Describe the facility in detail, including the size of vehicle storage area, service operations, dispatch area, office space, vehicle maintenance, and fueling and washing facilities. Proposal shall indicate other services, if any, which are conducted within the same facility. Proposal shall describe all safety related training for on-site personnel.

CR.10 Service Penalties.

10.1 Service Complaint Penalties.

10.12 Service complaints include, but are not limited to: missed pick-ups, failure to pick-up, late (xx minutes or greater) pick-ups, and/or rude behavior (including asking/demanding tip).

10.13 For every third (3rd) verified complaint the City receives about the contractor,it will deduct one hundred dollars ($100.00) per verified complaint during any calendar month. Thus creating a three hundred dollar ($300.00) deduction in any calendar month if there were three verified complaints.

10.13 City will notify Contractor in writing that said penalty is imminent and request Contractor to reduce their invoice by the penalty amount in the following month's invoice.

10.14 Invoice shall clearly identify such transaction.

CR.11 Service Incentives.

11.1 Contractor may earn an annual incentive of two (2) percent of the contract payment if the following conditions are met:

a. Contractor has maintained a 95% good or better customer service rating.

b. All reports have been submitted to City in a timely and acceptable form.

c. Ridership level have been consistently increasing.

d. Response time goals have been met 95% of the time

e. Terminal Inspection reports (California Highway Patrol) have a Satisfactory or better rating.

f. Vehicles have been maintained in A-1 condition as demonstrated by date stamped digital photo surveys, random City Inspections, and vehicle maintenance reports. See GR 8, 8.2 and 8.3.

g. Contractor has not had more than five (5) verified complaints during the year of operation and not had a penalty assessed per GR 12 of the RFP.

11.2 City will notify Contractor in writing that said incentive is achieved and request Contractor to increase their invoice by the incentive amount in the following month's invoice.

11.3 Invoice shall clearly identify such transaction.

FIXED ROUTE BUS AND ADVANCED RESERVATION PARATRANSIT TRANSPORTATION SERVICES SECTION:

SECTION 4- SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

This scope of work is to provide for the complete management, operation and maintenance of the fixed route bus service serving the general public and advanced reservation paratransit transportation service for qualified senior citizens and disabled residents. All General Requirements in Section 3 of this RFP shall apply to this scope of work.

SP.1 Background

The City of Bell is located in the southeastern portion of Los Angeles County. The City has an estimated population of 37,000 residents and covers an area of approximately 2.7 square miles. The community is composed of low and middle income families. Census bureau indicates that 1,964 Bell residents are over the age of 60 and that 7,638 residents are physically disabled.

The City of Bell initiated a Dial-A-Ride advanced reservation service for the elderly and disabled and the general public in 1996. Currently this service is being provided by a non profit organization, the Oldtimers Foundation.

The City of Bell desires to modify its transportation services by introducing a fixed route program to serve the general public and restrict its Dial-A-Ride Advanced Reservation Paratransit program to Seniors over 60 years of age and the disabled of any age.

SP.2 Qualifications and Related Work Experience.

The Contractor shall demonstrate that it is fiscally solvent and financially competent to meet the terms of the RFP and provide the service as specified herein. Contractor shall adhere to the same guidelines referenced in Section 3, General Requirements.

SP.3 Management and Organization.

Contractor to demonstrate that it has the management qualifications, experienced staff (or process of hiring qualified staff), and organizational structure to provide bus transportation and paratransit services. Management of the day-to-day operations of the bus transportation and paratransit service shall be vested in the Contractor. At all times during hours of operation, there shall be sufficient knowledgeable personnel to cover operational and management aspects of the program, including drivers, office personnel, dispatchers and management staff. Contractor shall include the following in its proposal:

3.1 An organizational chart showing the unit or division responsible for the bus and paratransit operations relative to the Contractor's structure.

3.2 A detailed organizational chart for the unit responsible for the bus and paratransit services, including the names of key management and staff.

3.3 Resumes for key staff identified in the detailed project organizational chart.

SP.4 Project Manager.

Refer to Section 3, General Requirements, subsection

SP.5 Administration.

Contractor shall provide all necessary management and administrative personnel whose expertise, experience and responsiveness shall ensure efficient operation of the bus transportation service and the paratransit DAR service described herein. The Contractor shall furnish all facilities, equipment, supplies and services necessary to operate the bus transportation and paratransit transportation program unless otherwise specifically identified in this document

5.1 Hiring, Training and Supervision of Drivers. Describe recruiting and hiring practices to ensure the availability of qualified drivers. Include a description of any driver incentive programs or other mechanisms to enhance driver performance. Due to the critical importance of customer relations training for drivers, Contractor to provide a detailed description of their proposed driver training program. The proposed training program shall at minimum include the following areas:

5.1.1 Department of Motor Vehicles (DMV) and other applicable laws and regulations

5.1.2 Safe vehicle operations

5.1.3 Operation and usage of radios and other vehicle equipment

5.1.4 Defensive driving

5.1.5 Customer relations

5.1.6 Sensitivity training

5.1.7 Working with mobility assisted devices

5.1.8 Knowledge of service area frequent destinations and street network

5.1.9 Map reading

5.1.10 Fare collection

5.2 Hiring, Training and Supervision of Personnel involved in Customer Service Functions: Reservations, Scheduling and Dispatch. Describe recruiting and hiring practices to ensure the availability of qualified reservationists, schedulers and dispatchers. Describe the number of hours and type of training proposed for the personnel. Include a description of any employee incentive programs or other mechanisms to enhance personnel performance.

5.3 Hiring, Training and Supervision of Mechanics. Describe recruiting and hiring practices to ensure the availability of qualified mechanics. Describe the number of hours and type of training proposed for mechanics. Include a

description of any employee incentive programs or other mechanisms to enhance personnel performance.

SP.6 Advanced Reservation Dial-A-Ride Paratransit Program Operation (DAR)
The DAR program provides demand-responsive service based upon the curb-to-curb concept for registered riders who are senior citizens and/or disabled. Drivers are not permitted to assist a passenger to and from the door of any residence or building.but will provide assistance in boarding and deboarding the vehicle.

6.1 Service Area. Contractor will provide DAR Transportation services within the boundaries of the City of Bell. Service will also be provided to the following medical and Shopping Areas outside of the City Boundaries.

a. Stonewood Mall, 9250 Firestone Blvd, Downey, CA

b. Medical Center, 9515 Telegraph Road, Downey, CA

c. Kaiser Medical Center, 9449 Imperial Highway, Downey, CA

d. Medical Offices located between 9000 and 9600 Telegraph Road, Downey, CA

e. Kaiser Permanente Hospital, Located at the corner of Rosecrans and Clark

6.2 Eligible Users. The DAR service is restricted to residents of who are either 60 years of age and older or are physically disabled, regardless of age.

6.3 Client Management Services. Contractor will provide the personnel and equipment necessary to receive applications, verify eligibility, maintain the corresponding client database and issue an electronic swipe card bearing a client identification photograph. The swipe card will be capable of interfacing with a GPS system, an electronic billing system and a computer data management system. Contractor may negotiate with the City a location at a City facility to perform this service if selected contractor's operation center is not conveniently located to serve the residents of the City of Bell.

6.4 Fares. Currently the City has not etablished any fares for the DAR program and is providing the service free of charge. Should the City decide to establish a fare, the contractor will be responsible for collecting the fare according to the fare structure established by the City. Contractor will also be responsible for counting the fares daily, reconciling the receipts with the ridership, and deducting the fare revenues from the monthly invoice.

6.5 Response Time. All vehicles shall arrive within a twenty (20) minute window of the scheduled pickup time (ten (10) minutes before and ten (10) minutes after).

6.6 Pick-Up and Drop-Off Policy. Vehicles will offer curb-to-curb service for eligible riders. In cases where the rider is not waiting at the curb, the driver will beep the horn gently to signal arrival. The driver will wait three (3) minutes from the designated pick-up time for the passenger to arrive at the designated pickup location.

6.7 Advanced Reservation Period Contractor will be allowed to require a maximum advanced reservation of 24 hours prior to the desired pick up time. Contractor may waive this requirement if conditions and vehicle availability allow a more immediate pick up time at no additional cost to the City.

6.8 Days and Hours of Operation:

The Advanced Reservation DAR Transportation Services will be provided during the following times.

Week Days Monday - Friday	Week Ends (Saturday Only)	Holidays
7:00 AM to 5PM	9:00 AM to 3:00 PM	No Service

6.9 Annual Service Hours

Weeks	Days Served	Daily Service Hours	Total Service Hours
52	5	11	2,860
52	1 (Saturdays)	6	312
Less Holidays	9	11	- 99
Total Service Hours			3,073

6.10 Holidays

Holidays on which Contractor will not provide service are New Years Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day. Independence Day(4th of July), Labor Day, Thanksgiving Day and Christmas Day.

6.11 Reservations, Scheduling and Dispatch Functions.

Contractor to describe the companies system making reservations, scheduling and dispatching including the following items

a. Telephone system capabilities, number or lines (dedicated to DAR service), and equipment to schedule reservations and provide customer information, including Telephone Digital Display (TDD) capability.

b. Scheduling and dispatching system software and hardware to be used and capabilities in terms of:

1. Maintaining a list of patrons and patron ride history
2. Customer convenience (ride time, scheduled pick-up time)
3. Schedule integrity and on-time performance monitoring
4. Providing subscription, next-day and real-time reservations and dispatch
5. Electronic equipment to track vehicle location an verify "no-show" trips

c. Days, hours and staffing of all customer service functions as well as practices and procedures to ensure that customers receive timely and friendly service.

d. Dispatching software, locater systems, radio communications and other technologies and equipment (i.e., Mobile Data Terminals, Automatic Vehicle Location system) to ensure on-time performance, service quality, service monitoring and attainment of performance standards.

6.12 Annual Operating Statistics. Advanced Reservation Dial-A-Ride Program

Period	Seniors	Disabled	Total Passengers
2009-2010	8,530	2,831	11,361•
2010-2011	8,452	3,180	11,632

- 369 Subscribers

Note: We expect this ridership for the paratransit program to decrease with introduction of the demand response taxi based service and the fixed bus route system.

SP.7 Vehicles. Advanced Reservation Paratransit Dial-A-Ride Program

The contractor will operate the DAR Program using vehicles provided under one the of following options:

7.1 Option 1. Contractor to Provide Vehicles for Dial-A-Ride Paratransit Program.

:

a. Vehicles. The Contractor shall be responsible for providing one primary and one back-up vehicle for the Dial-A-Ride Program. The proposal shall fully describe the vehicles that will be used in the Dial-A-Ride Program. The description shall include the year, make, model, alternative fuel type (if available), estimated mileage of

vehicle, and if the vehicle meets the Americans with Disabilities Act (ADA) accessibility requirements.

b. Condition. All proposed vehicles provided by the Contractor must meet California Highway Patrol (CHP) inspection requirements, and all other vehicle systems must be in good working order. All vehicles must have working air conditioning and be accessible for senior citizens and handicapped persons. Wheelchair accessible vehicles (ramp or lift-equipped) shall be available within the same service parameters as regular sedan service. The wheelchair accessible vehicles shall meet all requirements of the Americans with Disabilities Act (ADA) of 1990 and all applicable amendments thereto.

7.2 Option 2. City of Bell Provides Vehicles for Dial-A-Ride Paratransit Program

Contractor to operate program with Vehicles provided by the City of Bell. Contractor shall operate DAR Program with the vehicles provided by the City further described in Exhibit B of this RFP. Contractor will indicate the number of and which of the City vehicles will be used. The selected vehicles will be leased to the contractor for the amount of One ($1.00) each annually.

SP.8 Fixed Route Bus Service Program Operation

8.1 Eligible Users. The Bus can be used by any resident of .

8.2 Days and Hours of Operation:

The Bus shall operate on the following days and hours:

Week Days Monday - Friday	Week Ends (Saturday Only)	Holidays
7:00 AM to 7 PM	9:00 AM to 3:00 PM	No Service

8.3 Holidays

Holidays on which Contractor will not provide service are New Years Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day. Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.

8.4 Annual Service Hours

Weeks	Days Served	Daily Service Hours	Total Service Hours
52	5	12	3,120
52	1 (Saturdays)	6	312

Less Holidays	9	12	-108
Total Service Hours			3,324

8.5 Estimate Bus Ridership
The City estimates that the ridership of the Bus will be between 5,000 to 7,000 passengers monthly.

8.6 Fares.
Currently the City has not etablished any fares for the Bus program. Should the City decide to establish a fare, the contractor will be responsible for collecting the fare according to the fare structure established by the City. Contractor will also be responsible for counting the fares daily, reconciling the receipts with the ridership, and deducting the fare revenues from the monthly invoice.

8.7 Bus Route
This is a new service for the City of Bell and the City will rely on the expertise of the contractor to define the route. Conceptually the fixed route service should loop through the City stopping at major service points such as shopping areas, schools, community centers etc. The route should also permit the rider to connect the with the Metro regional bus system. Contractor shall present the route to the City for its approval no later than 60 days after the receipt of the Notice to Proceed issued by the City. Contractor will be required to make a public presentation of the proposed route and attend any meeting deemed appropriate by the City.

8.8 Vehicle (Bus)

The Contractor shall be responsible for providing one bus with a capacity for 18 passengers and a back up bus for the fixed route. A description shall including the year, make, model, alternative fuel type (if available), estimated mileage of vehicle, and if the vehicle meets the Americans with Disabilities Act (ADA) accessibility requirements shall be included in the proposal.

SP.9 Universal Provisions Applying to All Transportation Vehicles

9.1 Cleanliness of Vehicles. Proposal shall describe the system used to insure that the vehicles are washed not less than one (1) time per week and the interiors cleaned daily, prior to service. Details to include:

a. Vehicle floors shall be free of water, stains, paper, gum or other sticky substances or debris.

b. Interior and exterior windows shall be free of dirt, dust smudges, hand or finger prints.

c. Dashboards, wheel wells, rails and ledges shall be kept clean and free of dirt and grease.

d. Seating areas and upholstery shall be vacuumed weekly.

The City reserves the right to remove any vehicle from service that does not meet with City's cleanliness standards.

9.2 Removal of Vehicle from Service. In the event that the Contractor is instructed by the City or other regulatory agency to remove any equipment from service due to mechanical failure or failure of any kind relating to the specifications included in this document or pertaining to any state code or law, the Contractor shall make any and all corrections and repairs to the equipment, at its own expense, and submit the vehicle for re-inspection prior to it being released back into service.

9.3 Back-Up Vehicle(s). At no such time shall removing a vehicle from service negatively compromise the operation of the program. Contractor shall possess a back-up vehicle of like-kind, capacity and shall meet all local and state compliant specifications. The proposal shall fully describe the vehicles that will be used as a back-up vehicle. The description shall include the year, make, model, alternative fuel type (if available), estimated mileage of vehicle, and if the vehicle meets the Americans with Disabilities Act (ADA) accessibility requirements. Contractor will only bill for the actual service hours the backup unit is used. Cost of possessing the backup unit and maintaining the unit in acceptable conditions should be included in the corresponding capital and maintenance costs on the price sheet.

All proposed back-up vehicles provided by the Contractor must meet California Highway Patrol (CHP) inspection requirements, and all other vehicle systems must be in good working order. All vehicles must have working air conditioning and be accessible for senior citizens and handicapped persons. Wheelchair accessible vehicles (ramp or lift-equipped) shall be available within the same service parameters as regular sedan service. The wheelchair accessible vehicles shall meet all requirements of the Americans with Disabilities Act (ADA) of 1990 and all applicable amendments thereto.

9.4 Vehicle Inspections. The City reserves the right to at any time to inspect, examine or test any equipment used in the performance of operations as described herein in order to ensure compliance with these specifications. The inspections may take the form of vehicle inspections, ride-alongs, visual cleanliness inspections, inspections of records pertinent to the program operations, or other inspections as needed. These inspections will be arranged in advance with the Contractor so that adequate back-up vehicles are provided in the case of vehicle inspections.

9.5 Vehicle Repairs. Contractor shall at no time operate a vehicle in revenue service with visible body damage without consent from City of Bell. This includes any vehicle that sustains significant damage from any cause, fault or no fault of Contractor. Upon approval from City of Bell, Contractor shall repair vehicles immediately when it is determined such damage impairs the proper and safe mechanical operation of the vehicle. All other damage shall be repaired in a

reasonable amount of time. At no time, will City of Bell be required to repair, replace or maintain any vehicle required for the operation of the DAR service.

9.6 Operating Equipment and Supplies. Contractor shall at its sole cost and expense maintain stores of fuel, lubricants, tires, and other consumables, repair/replacement parts and supplies required for the maintenance and operation of the vehicles utilized in providing City of Bell DAR service.

9.7 Original Equipment Manufacturer (O.E.M). It shall be the expressed responsibility of the Contractor to assume all coordination with the original equipment manufacturer of the vehicles if necessary to keep the vehicles in safe and good operating condition. This shall include negotiating and processing all vehicle warranty claims through the manufacturer's own warranty, extended warranties or credits as a result, for the length of time warranty is in effect.

9.8 Vehicle Breakdown. Should a vehicle operated in the is DAR service experience a mechanical failure with passengers on board, a response time of no more than twenty (20) minutes shall be compliant. A road call to a vehicle in service shall generate a written report to City of Bell to include time of call, number of passengers on board, location and cause of breakdown and the time vehicle was replaced or placed back in service. Contractor shall be responsible for the road call. At no time shall a vehicle be left unattended.

9.9 Marking of/Advertising on Vehicles. Vehicles will be easily recognized and marked as serving the City of Bell. Contractor shall cause only such advertising material, audio, video or similar devices, as many be specified and/or approved by the City of Bell to ever be affixed to such a location or locations on the vehicles as the City of Bell shall direct. No payment or consideration received by the City of Bell in connection with such advertising or notice shall be paid to Contractor.

SP.10 Vehicle Maintenance Program.

Contractor shall assume all responsibility of the proper maintenance of the vehicles. The Contractor shall maintain all vehicles and vehicle equipment required by this RFP in good repair and in a satisfactory condition to the City and include the following:

10.1 Vehicles shall be maintained on a regular schedule with regular preventative maintenance inspections at a minimum of every 3,000 miles or forty-five (45) days, whichever occurs first.

10.2 Vehicle maintenance records shall be kept for at least one (1) year as required by the California Highway Patrol (CHP). In the event of a "Fail" rating from any agency, the Contractor will notify the City within twenty-four (24) hours and will provide corrective actions to bring the vehicle into compliance with motor vehicle inspection standards. The expense of the corrective action will be borne solely by the Contractor.

10.3 Contractor will describe in its proposal the how this maintenance program will be provided, list the personnel or firms who will perform the maintenance, and describe their qualifications for performing transit vehicle maintenance.

SP.11 Preventative Maintenance Program.
The proposal shall outline a clear and detailed, ongoing preventive maintenance program appropriate to the Bus and DAR fleet that meets or exceeds CHP and manufacturer's standards.

SP.12 Return of Vehicles.
If the City chooses to provide vehicles for the operation of the DAR Program (Option 2), upon termination or completion of the contract term, Contractor shall be responsible for the returning all vehicles to The City of Bell in the condition in which they were received with the exception of normal wear and tear. This includes, but is not limited to, body condition, systems condition and function, all ancillary equipment (intact and functional) and overall vehicle operation and performance. The City of Bell will conduct individual inspections on each vehicle with its last Preventative Maintenance cycle prior to the scheduled return to the City of Bell. The inspection schedule shall be coordinated with the City of Bell, Chief Administrative Officer or designee, with facilities and required support necessary for the inspections to be supplied by Contractor.

12.1 Contractor shall steam clean thoroughly the engine compartment, engine, chassis, transmission, oil coolers, drive train, and suspension prior to inspection. Such inspections will ensure any necessary repairs are completed and will require Contractor to conduct any needed repairs.

12.2 Contractor shall have seven (7) days in which to complete those repairs once Contractor has been notified of any deficiencies requiring repair. Should for any reason the length of time required to complete repairs would impact the ability to meet service demands, or should through the inspection process it is found that the repairs were not made as instructed by the City of Bell, the City of Bell shall have the right to waive Contractor's right to make repairs which are necessary to bring vehicles into compliance under the terms of the contract. Under such waiver condition, the City of Bell may make repairs itself, or assign another company of the City of Bell's choosing to perform all required repairs and charge the Contractor the cost of such repairs from any moneys otherwise owed.

SECTION 5- SCOPE OF WORK /SPECIFICATIONS

SP.13 Qualifications and Related Work Experience.
Contractor shall be a Taxicab company or organization with at least three years experience in providing taxi service to the elderly and disabled. The Contractor shall demonstrate that it is fiscally solvent and financially competent to meet the terms of the RFP and provide the service as specified herein. Contractor shall adhere to the same guidelines referenced in Section 3, General Requirements. Proposal should describe the company's organization and related experience in the proposal.

SP.14 Taxi Cab Owner's Permit.
Contractor shall, at all times during the term of this Agreement, have and maintain a valid Taxicab Owner's Permit to operate taxicabs in accordance with the policies and provisions of the complete chapter and sections in the Municipal Code.

SP.15 Taxi Cab Owner's Background Check.
Background checks will be performed for those who have submitted an application for a permit to operate in the City of Bell.

SP.16 Gratuities.
Under no circumstance shall the driver or contracted personnel for the Demand Response Taxi Dial-A-Ride Program accept gratuities and/or tips from the patron or public when operating under contract with the City of Bell.

SP.17 Dispatch Center.
Contractor shall have a computerized dispatch center capable of dispatching taxis in a timely and efficient manner to the City of Bell. Contractor to provide the necessary personnel to operate the Dispatch Center during normal service hours from 6:00AM to 9:00PM daily.

SP.19 Electronic Swipe Card
Taxi vehicles shall be equipped with an electronic swipe card reader capable of interfacing with a GPS, an electronic billing system and a computer data management system.

SP.20 Project Manager
Contractor to provide a project manager in charge of all the management and day to day operations of the contractor. The project manager will be available during regular business hours. The project manager must have a minimum of three years supervisory experience in public transportation.

SP.21 Taxi Drivers
Driver Qualifications: The Contractor shall furnish drivers who are at all times

a. Licensed to operate a vehicle in the State of California as well as maintain a valid medical certificate and any other licenses required by applicable Federal, State or local regulations.

b. Alert, careful, courteous and competent in their driving habits.

c. Neat and clean in appearance

d. Enrolled in the DMV Pull Notice Program, and shall meet the following criteria:

   i. No more than three (3) moving violations during the five (5) year period preceding application for this program; and
   ii. No more than one (1) moving violation within the twelve (12) month period preceding application for this program;this will continue to be monitored during each semi-annual review of the driving record; and

   iii. No reckless driving violations shall be allowed; evidence of reckless driving violation shall be grounds for removal from this program; and

   iv. Under no condition shall an applicant be accepted as a driver for this program if he or she has ever been convicted of a felony and/or he or she has ever been convicted of a drug or alcohol offense or had his or her license suspended due to a drug or alcohol offense and, if convicted after employment of such offense, shall be considered grounds for immediate dismissal from this program;

e. Licensed to operate a vehicle in the State of California as well as maintain a valid medical certificate and any other licenses required by applicable Federal, State or local regulations.

f. Alert, careful, courteous and competent in their driving habits. c. Neat and clean in appearance

SP.22 Testing and Driving Records:
To the extent legally permissible, Contractor shall provide a program for drug testing of drivers and other personnel in a form reasonably acceptable to the City. Contractor shall have in place pre-employment and random testing procedures in full compliance with Federal drug-testing law (40USC, Section 702, Drug-Free Workplace Act, 1988; 40 CFR, Part 29.600-29.635, Subpart F. Drug-Free Workplace).

Within the 30 days of approval of the contract and semi-annually during the term, Contractor shall submit to the City, updated listings of drivers employed to provide service to the City of Bell. In no event shall the Contractor employ any person as a driver who possesses a driving record with a citation for driving under the influence.

SP.23 Driver Training
All drivers shall receive initial and ongoing training in, at minimum the following:

- Defensive Driving
- Emergency First-Aid
- Passenger Assistance Techniques, Including Operation of Lift-Equipment
- General Vehicle Handling and Safety
- Passenger Relations

"New Hire" training shall be no less than the minimum required by law and shall include both classroom and behind-the-wheel training. The City requires that drivers receive at least 50% of their defensive driver training and the "hands on" portion of the sensitivity training prior to providing service in this program. All remaining new- hire driver training must be completed no more than thirty (30) days after any given driver begins providing service.

"Refresher" training is required for all drivers on an annual basis and may be addressed through routine safety meetings. Monthly safety meetings shall be conducted for all personnel associated within this contract to advise them of changes in procedure and to reinforce practices related to provision of quality service. The Contractor shall maintain records of new-hire training completion and safety meeting attendance.

SP.24 Taxi Vehicles
Contractor residents of the City of Bell. must provide both standard Taxi Sedans and ADA compliant wheel chair accessible vehicles. Describe the number, age and types of vehicles that will be available to transport the residents of Bell.

SP.25 Vehicle Maintenance
All vehicles used in service to the City shall be maintained in safe, comfortable and clean working order. Contractor at its sole cost and expense, shall provide all repairs, parts, lubricants and supplies required for operation of vehilces. Contractor shall ensure that adequate preventative maintenance is in place at reasonable intervals to prevent the need for major repairs. Contractor shall have the facilities and personnel to provide all routine and selected major repairs, although sub-contracts for bodywork or selected major repairs are acceptable. Maintenance records must be maintained and kept current.
All vehicle repair or maintenance work must be performed or approved by a certified vehicle mechanic. Contractor personnel must have the ability to repair or to procure service for accessory equipment such as, but not limited to, fare boxes, radios and lift equipment.

SP.26 Safety Inspections:
Vehicles failing the daily inspection shall not be used in service until the reason for failure is corrected. The City reserves the right to ensure that vehicles are properly maintained and in safe operating condition at all times. For passenger comfort, the heating and air-conditioning units of all vehicles must be maintained in proper working order.

SP.27 Number of Annual Taxi Rides
Contractor to provide 10,000 Taxi Rides per Year.

SP.28 Eligible Riders
The Eligible Riders are residents of Bell 60 years of age or older and the disabled of any age.

SP.29 Hours of Service
The hours of service for the Taxi Based Dial-A-Ride are from 6:00 AM to 9:00 PM Daily seven days a week.

SP.30 Service Area

Contractor will provide Demand Responsive Taxi Based Dial-A-Ride Transportation Services within the boundaries of the City of Bell. Service will also be provided to the following medical and Shopping Areas outside of the City Boundaries.

a. Stonewood Mall, 9250 Firestone Blvd, Downey, CA

b. Medical Center, 9515 Telegraph Road, Downey, CA

c. Kaiser Medical Center, 9449 Imperial Highway, Downey, CA

d. Medical Offices located between 9000 and 9600 Telegraph Road, Downey, CA

e. Kaiser Permanente Hospital, Located at the corner of Rosecrans and Clark

CONTRACT SERVICES AGREEMENT

By and Between

THE CITY OF BELL,
A MUNICIPAL CORPORATION

and

_____

AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE CITY OF BELL, CALIFORNIA
AND

_____

THIS AGREEMENT FOR CONTRACT SERVICES (herein" Agreement") is made and entered into this ___day of _____, 20_____ by and between the City of Bell, a municipal corporation ("City") and _____, ("Consultant" or "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 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 Bell 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 Bell 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 _____ (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.

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)
(Name)	(Title)
(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 the City of Bell 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 the City of Bell 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 the City of Bell 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 the City of Bell 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

_____
Chief Administrative Officer

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
David Aleshire, City Attorney

CONTRACTOR:

_____

_____

By:_____
Name:
Title:

By:_____
Name:
Title:

Address:_____
_____
_____

Two signatures are required if a corporation.

NOTE: CONSULTANT'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.

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

EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

A.

B.

C.

II. As part of the Services, Contractor will prepare and deliver the following tangible work products to the City:

A.

B.

C.

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.

B.

C.

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 Services:

A.

B.

C.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT "C"
COMPENSATION

I. Contractor shall perform the following tasks:

		RATE	TIME	SUB-BUDGET
A.	**Task A**	_____	_____	_____
B.	**Task B**	_____	_____	_____
C.	**Task C**	_____	_____	_____
D.	**Task D**	_____	_____	_____
E.	**Task E**	_____	_____	_____

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.

VI. 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.

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.

V. The total compensation for the Services shall not exceed $_____, as provided in Section 2.1 of this Agreement.

VI. The Contractor's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

		Days to Perform	Deadline Date
A.	Task A	_____	_____
B.	Task B	_____	_____
C.	Task C	_____	_____
D.	Task D	_____	_____
E.	Task E	_____	_____

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

A.

B.

C.

D.

E.

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

SAMPLE

	Task	Performance Date
1.	Needs Assessment and Timeline (may vary based upon on-site meetings). Includes timeline approval, statistics from current website due, department listing from client.	1-2 weeks from initial timeline meeting
2.	Website Design and Navigation Architecture. Includes main navigation and standards meeting, main navigation and standards worksheet due, pictures due, initial design meeting, initial content meeting, content process meeting, website design comp due to client, initial design feedback meeting, and design approval.	2-3 weeks
3.	Site Development and Module Setup (varies based upon development options). Includes wireframe due	2-3 weeks
4.	Content Development (varies based upon amount of content). Includes content worksheets due, content starts, content development completed, content finalized and approved.	5-6 weeks
5.	Reviews and testing.	2 weeks
6.	Training.	1 week
7.	Final Review and Test.	1-2 weeks
8.	Marketing.	1 week
9.	Go Live.	1 week
	Total (maximum)	21 weeks (22 weeks)

[Put in Phase numbers and approximate dates.]

PUBLIC TRANSPORTATION SERVICES

EXHIBIT A – PRICE/COST SHEET

FIXED ROUTE BUS SERVICE

COST CATEGORY	ANNUAL COSTS
ADMINISTRATIVE COSTS	
1.Management Wages	$
2.Fringes	$
3.Workers' Compensation	$
4. Office	$
5 Liability Insurance	$
6. Other (describe on separate sheet)	
OPERATING COSTS	
7.Supervisor Wages	$
8.Drivers Wages	$
9.Dispatcher Wages	$
10.Fringes	$
11.Uniforms	$
12. Training	$
13.Licenses	$
MAINTENANCE COSTS	
14.Mechanic Wages	$
15.Mechanic Fringes	$
16. Training	$
17.Parts/Supplies/Tires	$
18.ShopMaterials	$
19.Building/Shop Maintenance	$
20. Towing	$
OTHER COSTS	
21.Start-Up Costs	$
22.City&OtherFees or Taxes	$
23.Capital Costs -Specify	$
24. Other Costs - Specify	$
25.Utilities	$
26. Overhead	$
27.Profit	$
28. **TOTAL COSTS** (Sum of Lines1-27)	$
29. Service Hours	3,324
30. **Cost Per Service Hour** (Line 28 divided by Line 29)	$

PARATRANSIT DIAL-A-RIDE SERVICE

COST CATEGORY	Option 1 Annual Costs (Contractor provides Vehicles)	Option 2 Annual Costs (City Provides Vehicles to Contractor).
ADMINISTRATIVE COSTS		
1.Management Wages	$	$
2.Fringes	$	$
3.Workers' Compensation	$	$
4. Office	$	$
5 Liability Insurance	$	$
6. Other (describe on separate		
OPERATING COSTS		
7.Supervisor Wages	$	$
8.Drivers Wages	$	$
9.Dispatcher Wages	$	$
10.Fringes	$	$
11.Uniforms	$	$
12. Training	$	$
13.Licenses	$	$
MAINTENANCE COSTS		
14.Mechanic Wages	$	$
15.Mechanic Fringes	$	$
16. Training	$	$
17.Parts/Supplies/Tires	$	$
18.ShopMaterials	$	$
19.Building/ShopMaintenance	$	$
20. Towing	$	$
OTHER EXPENSES		
21.Start-Up Costs	$	$
22.City&OtherFees or Taxes	$	$
23.Capital Costs -Specify	$	$
24. Other Costs - Specify	$	$
25.Utilities	$	$
26. Overhead	$	$
27.Profit	$	$
28. **TOTAL COSTS** (Sum of Lines1-	$	$
29. Service Hours	3,073	3,073
30. **Cost per Service Hour** Line 28 divided by Line 29	$	$

DEMAND RESPONSE TAXI BASED DIAL-A-RIDE SERVICE

ITEM	UNIT	PRICE
Flag Drop	Lump Sum	$
Mile Rate	Per Mile	$
Wait Time	Per	$
Administrative Fee	Percent	$
Other Charges :		$
(Specify)		$
(Specify)		$

Company or Organization:_____

Signature:_____

Title:_____

Date:_____

EXHIBIT B
CITY OF BELL
VEHICLE INVENTORY

The City of owns the following fleet of vehicles that will be made available to the contractor if the City chooses to award the contract under option 2 described in section 7.2 All vehicles meet Americans with Disabilities Act (ADA) requirements. The City will lease these Vehicles to the Contractor at the rate of one dollar ($1.00) per vehicle ,per year. Contractor shall detail in Exhibit A the maintenance cost of City-owned vehicles. The following is a list of City- Owned vehicles:

Vehicle No.	Year	Make	Model	VIN	Fuel Type	Current Mileage
1	2010	Chevrolet	Goshen	1GBJG31K391167918	Gas	26,000
2	2010	Chevrolet	Goshen	1GBJG31K091168718	Gas	26,000
3	2010	Dodge	Braun	2D8HN44E89R702833	Gas	8,000

Goshens have 11 seats plus Wheel Chair Location.
Braun has six seats.

EXHIBIT C

LETTER OF TRANSMITTAL

LETTER OF TRANSMITTAL

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

SUBJECT: PUBLIC TRANSPORTATION SERVICES

In response to the subject Request for Proposal (RFP) and in accordance with the accompanying Instructions to Contractors, the Contractor hereby commits to the City of Bell to perform the work in accordance with the provisions in the RFP and any addenda thereto.

The Contractor agrees and stipulates that the Proposal constitutes a firm offer that cannot be withdrawn for one hundred eighty (180) calendar days from the proposal submittal or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Contractor agrees to execute the Agreement in the form included in the RFP and to deliver the executed Agreement to the City of Bell within seven (7) calendar days after receipt of a Letter of Award issued by the City, together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a written Notice to Proceed (NTP) from the City.

The Contractor certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto; and
2. Satisfied itself as to the requirements of the Agreement, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the work and/or the cost thereof; and
3. Examined the experience, skill and certification requirements in the Scope of Work/Specifications and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Bell will not be responsible for any errors or omissions in the Proposal.

The Contractor further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms; and
2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)
Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the offer.

Addenda Numbers:
_____ *Date* _____
_____ *Date* _____
_____ *Date* _____
_____ *Date* _____
_____ *Date* _____
_____ *Date* _____

Contractors Name

Business Address _____

_____

Contact Person _____

Phone _____

Email Address _____

_____ Signature of Authorized Official	_____ Signature of Authorized Official
_____ Typed or Printed Name	_____ Typed or Printed Name
_____ Title	_____ Title
_____ Date	_____ Date

EXHIBIT D

ADDITIONAL INSURED ENDORSEMENT COMMERCIAL GENERAL LIABILITY

_____

Name and address of named insured ("Named Insured"):

_____

Name and address of Insurance Company ("Company"):

_____

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

_____

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Bell ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Above- Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company□s liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, or reduction of limits (except as the result of the payment of claims) below $1,000,000 combined single limit, except after written notice to Public Agency, by first class mail not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

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

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- ☐ Contractual Liability
- ☐ Owners/Landlords/Tenants
- ☐ Manufacturers/Contractors
- ☐ Products/Completed Operations
- ☐ Broad Form Property Damage
- ☐ Extended Bodily Injury
- ☐ Broad Form Comprehensive
- ☐ General Liability Endorsement
- ☐ Explosion Hazard
- ☐ Collapse Hazard
- ☐ Underground Property Damage
- ☐ Pollution Liability
- ☐ Liquor Liability
- ☐ _____
- ☐ _____
- ☐ _____

12. A □ deductible or □ self-insured retention *(check one)* of $_____ applies to all coverage(s) except: _____ *(if none, so state).*

The deductible is applicable □ per claim or □ per occurrence *(check one).*

13. This is an □ occurrence or □ claims made policy *(check one).*

14. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ *(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20___

_____

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: (_____) _____

EXHIBIT E

ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

_____

Name and address of named insured ("Named Insured"):

_____

Name and address of Insurance Company ("Company"):

_____

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

_____

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Bell ("Public Agency"), its officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Above- Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, or reduction of limits (except as the result of the payment of claims) below $1,000,000 combined single limit, or non-renewal except after written notice to Public Agency, by first class mail, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

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

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- □ Any Automobiles
- □ All Owned Automobiles
- □ Non-owned Automobiles
- □ Hired Automobiles
- □ Scheduled Automobiles
- □ Garage Coverage
- □ Truckers Coverage
- □ Motor Carrier Act
- □ Bus Regulatory Reform Act
- □ Public Livery Coverage
- □ _____
- □ _____

12. A □ deductible or □ self-insured retention *(check one)* of $_____applies to all coverage(s) except: _____*(if none, so state).*

The deductible is applicable □ per claim or □ per occurrence *(check one).*

13. This is an □ occurrence or □ claims made policy *(check one).*

14. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ *(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20___

_____

Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: (_____) _____

EXHIBIT F

ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

_____

Name and address of named insured ("Named Insured"):

_____

Name and address of Insurance Company ("Company"):

_____

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

_____

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Bell ("Public Agency"), its officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Above- Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insu' limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, reduction of limits (except as the result of the payment of claims) below $1,000,000 combined single limit, when added to the primary coverage to which the excess policy applies, or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

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

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
□ Following Form		
□ Umbrella Liability		
□ _____		

11. Applicable underlying coverages:

INSURANCE COMPANY	POLICY NO.	AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A □ deductible or □ self-insured retention *(check one)* of $_____applies to all coverage(s) except: _____*(if none, so state).*

The deductible is applicable □ per claim or □ per occurrence *(check one)*.

14. This is an □ occurrence or □ claims made policy *(check one)*.

15. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ *(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20___

_____

Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: (_____) _____

City of Bell
Agenda Report

TO: Mayor and Members of the City Council

FROM: Debra Kurita, Interim Community Services Director
Steve Belcher, Interim Police Chief

APPROVED BY: Arne Croce, Interim Chief Administrative Officer

SUBJECT: Ordinance establishing hours of operation for all City parks facilities.

RECOMMENDATION:

Adopt an Ordinance which allows for the establishment of hours of operation at all City of Bell park facilities.

BACKGROUND AND DISCUSSION

The City of Bell provides park facilities to a population of over 35,000 residents, a third of which are under 18 year of age, within a 2.5 square mile area. Each facility offers distinct amenities for either recreational or passive use including:

- Biancini Pocket Park, a passive use park adjacent to an important pedestrian transportation node;
- Ernest Debs Park, a recreational park featuring an outdoor gymnasium, basketball courts, and a synthetic soccer field;
- Little Bear Park, a recreational park designed for small children which includes a play apparatus; water play feature, athletic fields, and multipurpose center;
- Treder Park, a passive use park with an outdoor pavilion and barbeque grills;
- Veterans Memorial Park, an active use park with athletic fields, play apparatus, water play feature, outdoor pavilion and multipurpose room; and
- The Skate Park, an above ground skate park.

The Bell Municipal Code (BMC) contains language in Section 30 of Chapter 12.38 that allows for the establishment of hours of operation at the Bell Skate Park either by resolution or as otherwise posted by the Chief Administrative Officer. However, there is no such provision in BMC Chapter 12.36 which details the regulations regarding the use of the other five park facilities in the City. The proposed ordinance addresses this issue by establishing a provision in the Park Use Regulations using language that is identical to Section 30 of Chapter 12.38. The adoption and implementation of this provision will provide consistency in the administration of the parks, ensure that the public is informed of the hours of operation, and enhance the ability of public safety officers to ensure the public's safety by addressing nuisance activity or loitering after hours.

FINANCIAL IMPACT

There is no direct fiscal impact associated with the adoption of this ordinance.

Attachment: Ordinance

ORDINANCE NO. 1187

AN ORDINANCE OF THE CITY OF BELL ESTABLISHING HOURS OF OPERATION AT ALL CITY PARK FACILIITES

WHEREAS, the City of Bell, an urban community in Southeast Los Angeles County with a population density of 35,000 residents in a 2.5 square mile area and where, according to the United States Census Bureau, 33% of its inhabitants are under the age of 18, and

WHEREAS, the City of Bell takes great pride in offering its residents premier park facilities that include six parks of recreational and passive use, including Bianccini Pocket Park, Ernest Debs Park, the Skate Park, Little Bear Park, Treder Park, and Veterans' Memorial Park.; and

WHEREAS, Section 12.38.030 of the City of Bell Municipal Code pertains to the hours of operation at the City of Bell Public Skate Park; and

WHEREAS, there is no provision in the Bell Municipal Code governing the remaining parks; and

WHEREAS, it is beneficial for City of Bell park users to be informed of park hours and for the police department to have the tools to ensure the public's safety and to enforce park hours;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES ORDAIN AS FOLLOWS:

SECTION 1. The hours of operation at all park facilities shall be established by resolution of the city council, or otherwise posted by the CAO. It shall be unlawful for any person to use or remain in such facilities in violation of this section without written consent of the department.

ADOPTED this ____day of ____ 2012

_____
Ali Saleh
Mayor

APPROVED AS TO FORM:

_____
David Aleshire
City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Patricia Healy, Interim City Clerk, do hereby attest to and certify that the attached Ordinance No. 1187 is the original ordinance adopted by the City Council of the City of Bell on _____, and that said ordinance was published in accordance with the provisions of the Charter of the City of Bell, and approved by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Patricia Healy, Interim City Clerk